

STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
INFORMATION TECHNOLOGY AGREEMENT
Agreement No. PSC 24-630-8000-0048.

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 **Conduent State Healthcare, LLC (vendor number 0000029957)**, 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").

RECITALS

WHEREAS, Procuring Agency and Contractor entered into an Information Technology Agreement (Agreement No. PSC 23-630-4000-0002) on or about December 14, 2022 covering certain financial and transition services (the "Financial Services Contract");

WHEREAS, at the direction of the Centers on Medicare and Medicaid Services, Procuring Agency has requested that the Transition Services (defined below) contained in the Financial Services Contract be carved out and moved to this Agreement, along with certain other Additional Services (defined below); and

WHEREAS, in addition to entering into this Agreement, the Parties will execute an Amendment to the Financial Services Contract to remove the Transition Services effective as of January 1, 2023.

WHEREAS, The HSD's Chief Procurement Officer (CPO) has made a determination that this PSC is exempt from the provisions of the New Mexico Procurement Code [13-1-28 NMSA 1978, et seq.] as the services involved will likely reduce health care costs, improve quality of care, or improve access to care.

THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

- A. "Acceptance" shall mean the approval, after Quality Assurance, of all Deliverables by an executive level representative ("Executive Level Representative") of the Procuring Agency.
- B. "Additional Services" shall mean the Data Warehouse, Web Portal and Federal Abuse Detection Services (FADS) contained in the Scope of Work attached to this Agreement.
- C. "ASPEN" shall mean New Mexico's Automated System Program and Eligibility Network.
- D. "Business Days" shall mean Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.

- E. "Change Request" shall mean the document utilized to request changes or revisions in the Scope of Work.
- F. "Chief Information Officer ("CIO")" shall mean the Procuring Agency's Chief Information Officer or designated representative.
- G. "Confidential Information" shall mean any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential Procuring Agency or client information as the term is defined in State and/or Federal statutes or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by Procuring Agency or any other State office or agency as confidential, including all information designated as confidential under Federal and State statutes or regulations; (5) unless publicly disclosed by Procuring Agency or the State, the pricing, payments, and terms and conditions of this Agreement, (6) any information or material in delivered by Contractor which is marked proprietary, trade secret or confidential, and (22) State information that has not been publicly disclosed and that is utilized, received, or maintained by Procuring Agency, Contractor, or other participating State agencies for the purpose of fulfilling a duty or obligation hereunder.
- H. "Close of Business" shall mean 5:30 PM MST or MDT.
- I. "CMS" shall mean the Federal Center for Medicare and Medicaid Services, an agency of the US Department of Health and Human Services.
- J. "Contract" shall mean this Agreement including any Exhibits, Appendices, Statements of Work, the Business Associate Agreement, and any other attachments to this Agreement or incorporated into the Agreement by reference.
- K. "Contract Manager" shall mean the individual selected by the Procuring Agency to monitor all aspects of this Agreement. Under the terms of this Agreement, the Contract Manager will be John Padilla or his/her Representative.
- L. "CONTRACTOR" shall mean Conduent State Healthcare, LLC.
- M. "Current Fiscal Agent" shall mean Conduent State Healthcare, LLC.
- N. "Default" or "Breach" shall mean a violation of this Agreement by failing to perform one's own contractual obligations.
- O. "Deliverable" shall mean the outputs of the Services under this Agreement and the Scope of Work by the Contractor as defined under this Agreement as specified in the Scope of Work.
- P. "Determination" shall mean 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.
- Q. "Desirable" shall mean the terms "may", "can", "should", "preferably", or "prefers" to identify a discretionary item or factor.
- R. "DFA" shall mean the Department of Finance and Administration; "DFA/CRB" shall mean the Department of Finance and Administration, Contracts Review Bureau.

- S. “Days” shall mean calendar days unless otherwise specified. Any due date falling on a weekend, State legal holiday, or State closure will be extended to the next business day.
- T. “Department” shall mean the State of New Mexico Human Services Department. “HSD” and the “Procuring Agency” are used interchangeably.
- U. “DoIT” shall mean the New Mexico Department of Information Technology.
- V. “Enhancement” shall mean any modification or addition that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an Error Correction. After conferring with Procuring Agency, an Enhancement may be identified as minor or major.
- W. “Executive Level Representative” shall mean the individual empowered with the authority to represent and make decisions on behalf of the Procuring Agency's executives.
- X. “Expiration Date” shall mean the date this Agreement expires pursuant to Article 5.
- Y. “File” shall mean a set of data. For example, the term Provider File refers to the database of providers.
- Z. “Hourly Rate” shall mean the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for Contractor personnel and if appropriate, subcontractor personnel.
- AA. “Mandatory” – The terms “must”, “shall”, “will”, “is required”, or “are required” identify a mandatory item or function.
- BB. “Medicaid Management Information System (“MMIS”)” shall mean the entire suite of systems and their operations, including any incumbent contractor created source code and is not limited to functions or operations that are federally required or to the specific system known as OmniCaid.
- CC. “OmniCaid” shall mean the mainline claims and reporting system included in the New Mexico MMIS. The Procuring Agency owns the OmniCaid system.
- DD. “Payment Invoice” shall mean a detailed, certified, and written request for payment of services rendered from the CONTRACTOR to the Procuring Agency. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the invoice is submitted.
- EE. “Project” shall mean the Medicaid Management Information System Replacement Project described in the Scope of Work.
- FF. “Project Manager” shall mean a qualified person from the Procuring Agency responsible for all aspects of the Project or the administration of this Agreement. Under the terms of this Agreement, the Project Manager will be John Padilla, or her/his Representative.
- GG. “Quality Assurance” shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.

- HH. "State Purchasing Agent (SPA)" - shall mean the State Purchasing Agent for the State of New Mexico or designated representative.
- II. "State Purchasing Division (SPD)"- shall mean the State Purchasing Division of the General Services Procuring Agency for the State of New Mexico.
- JJ. "Termination Date" shall mean the effective date of termination of this Agreement for termination with or without cause.
- KK. "Transition Services" shall mean the transition services covered under the Financial Services Contract that are being removed from the Financial Services Contract and incorporated in this Agreement, as referenced in the Scope of Work attached to this Agreement.
- LL. "Turnover Period" shall be a wind-down period that shall be no longer than fifteen (15) months or shorter as agreed to by the Parties for terminations.
- MM. "Work Stoppage Date" shall mean the date when all work and services provided for under this Agreement shall stop, inclusive of any time established as a Turnover Period. The Quality Assurance process will apply to all Deliverables submitted to the Contract Manager prior to the Work Stoppage Date.

The following acronyms are included for clarity of Procuring Agency operations and services.

Acronym	Definition
AIDS	Acquired Immunodeficiency Syndrome
ALTSD	Aging and Long-Term Services Procuring Agency
ARRA	American Recovery and Reinvestment Act of 2009
ASD	HSD Administrative Services Division
AVRS	Automated Voice Response System
BAA	Business Associate Agreement
BCBS	Blue Cross Blue Shield of New Mexico
BHSD	HSD Behavioral Health Services Division
BSU	Business Support Unit, refers to the incumbent's organization
CA	Consultant Agency (Mi Via)
CD	Compact Disk
CFR	Code of Federal Regulations
CHIP	Children's Health Insurance Program
CICS	Customer Information Control System
CIO	Chief Information Officer
CLIA	Clinical Laboratory Improvement Act
CMS	Centers for Medicare and Medicaid Services
CMS-64	Quarterly Medicaid Statement of Expenditures
COLD	Computer Output Laser Disc
CPA	Certified Public Accountant
CPS	Child Protective Services
CPT	Current Physician Terminology
CPU	Central Processing Unit
CRM	CMS Reimbursement Mapping

Acronym	Definition
CSED	HSD Child Support Enforcement Division
CSR	Change System Request
CTI	Computer-Telephony Integration
CYFD	Children, Youth and Families Procuring Agency
DDE	Direct Data Entry
DESI	Drug-Effectiveness Source Identifier
DME	Durable Medical Equipment
DMERC	Durable Medical Equipment Regional Carrier
DOH	Procuring Agency of Health
DRAMS	Drug Rebate Analysis and Management System
DRG	Diagnosis Related Group
DUR	Drug Utilization Review
EDP	Electronic Data Processing
EFT	Electronic Funds Transfer
EHR	Electronic Health Record
EIS	Executive Information System
EMC	Electronic Media Claims
EOB	Explanation of Benefits
EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
FADS	Fraud and Abuse Detection System
FCN	Financial Control Number
FFP	Federal Financial Participation
FFS	Fee for Service
FICA	Federal Insurance Contributions Act
FMA	Financial Management Agent (Mi Via)
FMAC	Federal Maximum Allowable Cost
FTE	Full Time Equivalent
FTP	File Transfer Protocol
FUL	Federal Upper Limit
FUTA	Federal Unemployment Tax Authority
GAAP	Generally Accepted Accounting Principles
GEM	General Equivalence Mapping
GUI	Graphical User Interface
HCBSW	Home and Community-Based Services Waivers
HCFA	Health Care Financing Administration
HCPCS	Healthcare Common Procedure Coding System
HHS OIG	Procuring Agency of Health and Human Services Office of Inspector General
HIFA	Health Insurance Flexibility and Accountability
HIPAA	Health Insurance Portability and Accountability Act of 1996
HIT	Health Information Technology
HSD	Human Services Procuring Agency
ICD	International Classification of Diseases
ICD-9	International Classification of Diseases, Ninth Revision
ICD-10	International Classification of Diseases, Tenth Revision

Acronym	Definition
ICD-10-CM	International Classification of Diseases, Tenth Revision, Clinical Modification
ICD-10-PCS	International Classification of Diseases, Tenth Revision, Procedure Coding System
ID	Identification (as in "ID card")
IHS	Indian Health Services and/or Tribal 619 Facility
IRS	Internal Revenue Service
ISD	HSD Income Support Division
ISD2	Integrated Service Delivery 2 (HSD's eligibility determination system)
IT	Information Technology
ITD	HSD Information Technology Division
JCL	Job Control Language
LAN	Local Area Network
LEIE	List of Excluded Individuals/Entities
LTC	Long Term Care
MAD	HSD Medical Assistance Division
MARS	Management and Administrative Reporting Subsystem
MB	Megabyte
MCH	Maternal and Child Health
MCO	Managed Care Organization
MEQC	Medicaid Eligibility Quality Control
MEVS	Medicaid Eligibility Verification System
MITA	Medicaid Information Technology Architecture
MMIS	Medicaid Management Information System
MSIS	Medicaid Statistical Information System
NCPDP	National Council for Prescription Drug Programs
NDC	National Drug Code
NIST	National Institute of Standards and Technology
NMAC	New Mexico Administrative Code
NMDOIT	New Mexico Procuring Agency of Information Technology
NMSA	New Mexico Statutes Annotated
NM SIIS	New Mexico Statewide Immunization Information System
NPI	National Provider Identifier
OCR	Optical Character Recognition
OM	Operations Management (MITA Business Area)
OTC	Over the Counter
PA	Prior Authorization
PACE	Program of All-inclusive Care for the Elderly
PAK	Premium Assistance for Kids
PAM	Premium Assistance for Maternity
PBCPC	Pharmacy Benefits Claim Processing Component
PBCPCS	Pharmacy Benefits Claim Processing Component System
PBX	Private Branch Exchange
PC	Personal Computer
PCO	Personal Care Option

Acronym	Definition
PDL	Preferred Drug List
PE	Presumptive Eligibility
PERM	Payment Error Rate Measurement
POCMS	Plan of Care Management System
POS	Point of Sale
ProDUR	Prospective Drug Utilization Review
RA	Remittance Advice
REOMB	Recipient Explanation of Medical Benefits
RetroDUR	Retrospective Drug Utilization Review
SCI	State Coverage Insurance
SDX	State Data Exchange
SE	Statewide Entity (Behavioral Health)
SMAC	State Maximum Allowable Cost
SNAP	Supplemental Nutrition Assistance Program
SPSS	Statistical Package for the Social Sciences
SS-A	State Self-Assessment
SSI	Supplemental Security Income
SSP	Service and Support Plan
SURS	Surveillance and Utilization Review System
SUTA	State Unemployment Tax Authority
TANF	Temporary Assistance for Needy Families
TCN	Transaction Control Number
TIE	Transaction Interface Exchange
TPA	Third Party Assessor
TPL	Third Party Liability
TSU	Technical Support Unit
UR	Utilization Review
WAC	Wholesale Actual Cost
YES-New Mexico	Your Eligibility System-New Mexico (client web portal)

ARTICLE 2 – SCOPE OF WORK

- A. The Scope of Work. The Scope of Work, or “SOW” attached 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. 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.
- C. 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 6, below.
- D. Procuring Agency’s Rights. Any and all of Procuring Agency’s Data that is stored upon Contractor’s servers or lies within Contractor’s custody hereunder, 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, except as permitted under this Agreement or the SOW, absent Procuring Agency’s prior written authorization.
- E. Hardware/Software Upgrades. Procuring Agency and Contractor acknowledge and agree that periodic upgrades to the hardware and related software that supports MMIS may be required during the term of this Agreement. These include upgrades necessary to ensure that all aspects of system performance and security remain optimized and compliant with applicable contract service level agreements. Due to uncertainties regarding the actual cost and timing, periodic technical hardware upgrades are not included in the fixed price of this contract and will be addressed through the Change Management process outlined in Article 14 below. Procuring Agency agrees to negotiate, in good faith, a Change Request for any such upgrades reasonably requested by Contractor.
- F. Prior Work Performed. Procuring Agency acknowledges and agrees that the Transition Services performed by Contractor under the Financial Services Contract from January 1, 2023 to the date this Agreement is fully executed by the Parties meet the specifications under the Financial Services Contract and this Agreement, have been accepted by the

Procuring Agency, comply with all performance measures, and Contractor has been paid, or is entitled to be paid, in full, by Procuring Agency, for such Transition Services. In addition, Procuring Agency acknowledges and agrees that the Additional Services performed by Contractor, from January 1, 2023 to the date this Agreement is fully executed by the Parties, meet all required specifications, have been accepted by the Procuring Agency, comply with any and all performance measures, and Contractor is entitled to be paid, in full, by Procuring Agency for such Additional Services.

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.

Notwithstanding the foregoing, with respect to the Transition Services and Additional Services performed by Contractor from January 1, 2023 to the date this Agreement was fully executed by the Parties, Procuring Agency agrees to pay Contractor the amounts set forth in the Scope of Work. Procuring Agency represents and warrants to Contractor that it has obtained all necessary approvals required by law or otherwise, and has full and complete authority, to pay all Contractor invoices relating to the Transition Services and Additional Services performed from January 1, 2023 to the date this Agreement was fully executed by the Parties.

- B. **Payment.** The total compensation hereunder will not exceed [**\$81,190,693.80**] including 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. However, the Parties do not intend for Contractor to continue to deliver the Deliverables without compensation once the total compensation amount has been reached. Therefore, Contractor must notify Procuring Agency before the price of a Deliverable reaches the compensation amount for that Deliverable stated in the SOW. 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 to Contractor's designated mailing address, stated in Article 9, 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 of the Payment Invoice(s). 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.

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. 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 Procuring Agency will determine whether the Deliverable(s) meet(s) the specifications stated in the SOW. In order to Accept a Deliverable, 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. Meets or exceeds the generally accepted industry standards and procedures applicable to the Deliverable(s); and
 3. Complies with all other of Contractor’s requirements, duties, and obligations hereunder.

ARTICLE 5 – TERM

This Agreement will commence effective as of January 1, 2023 and terminate on September 30, 2024, unless earlier terminated pursuant to Article 6, below.

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 as provided in subparagraph C below.
- 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 Thirty (30) 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 cure Procuring Agency's material Default(s) within Contractor's thirty (30) Day notice period, or (ii) in the event Procuring Agency cannot reasonably cure its material non-payment 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 as soon as reasonably practicable.
 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 reasonable 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 services and acceptable work performed prior to Contractor's receipt or issuance of a written termination notice, including, without limitation, all property or materials required to be delivered to Procuring Agency upon termination of the

Agreement, and all reasonable wind-down costs, including the upfront costs for software licenses procured by Contractor in connection with this Agreement; 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 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 EITHER PARTY'S OTHER LEGAL RIGHTS AND EQUITABLE REMEDIES ENGENDERED BY THE OTHER PARTY'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 completed Deliverable, partially completed Deliverable, and all Procuring Agency Data and/or Procuring Agency Intellectual Property (defined below);
 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 specified in Section 6.D.;
 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 costs incurred by

Procuring Agency following Contractor's Default subject to the liability cap contained in Article 16 below; and

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 Procuring Agency Data, the system turnover plan, and Procuring Agency Intellectual Property. 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 Procuring Agency's Data, the system turnover plan, and Procuring Agency Intellectual Property.

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. 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

- A. The Procuring Agency will have the following rights to intellectual property constituting the MMIS:

1. State-Owned and Public Domain Software

The Contractor shall not infringe upon the State's right to reproduce or otherwise use and authorize others to use all State-owned and public domain software, procedures, files, and other documentation, constituting the MMIS, and which may reside on the Contractor, the State's, or the Procuring Agency's platforms, servers, or workstations, at any time during the period of this Agreement and thereafter. The Contractor agrees to deliver such material to the Contract Administrator within thirty (30) days from receipt of the request by the Procuring Agency. Such requests may be made by the Procuring Agency at any time during the course of this Agreement.

2. Proprietary Software

The Contractor hereby grants the Procuring Agency a perpetual license for the continued use of Proprietary Software should the Procuring Agency award a contract for a subsequent takeover of the MMIS operations to another Fiscal Agent/Contractor.

3. Configured and Integrated Proprietary Software

All Configured and Integrated Proprietary Software is identified in Appendix 1. The Contractor agrees that the Procuring Agency shall have a perpetual, non-exclusive, non-sub licensable, non-assignable, non-transferable, and irrevocable license to use, at no cost to the Procuring Agency, the base portion of the Configured and Integrated Proprietary Software, procedures, files, and other documentation that is configured and integrated into the MMIS.

The State shall hold all ownership, title, and rights in the Configured and Integrated Proprietary Software interfaces, custom code required to integrate with the MMIS, New Mexico specific workflows, and the configured New Mexico specific business rules designed or developed by the Contractor or any Subcontractor under this Agreement and paid for by the Procuring Agency. The Procuring Agency shall have the sole right to produce, publish, transfer or otherwise use the above-referenced items developed under this Agreement.

4. Third-Party Software

The Parties acknowledge that the MMIS includes software licensed or procured by the Contractor from third parties. At termination or expiration of this Agreement, the Contractor will work with the Procuring Agency and the owners of such Third-Party Software to either assign the licenses of the Third-Party Software to the Procuring Agency or assist the Procuring Agency in obtaining the required Third-Party Software licenses, at the Procuring Agency's expense.

5. Software as a Service ("SaaS")

The Parties acknowledge that the MMIS may include Software as a Service ("SaaS") under this Agreement. The Procuring Agency shall not pay any license fees, nor will the Procuring Agency gain any type of ownership rights to the SaaS during the term of this Agreement. The Parties agree that at termination or expiration of this Agreement, that any SaaS included in the MMIS are not assignable or transferable to the Procuring Agency.

6. Documentation

The Contractor agrees that the Procuring Agency shall have a nonexclusive, and irrevocable license to reproduce or otherwise use and authorize others to use all non-proprietary documentation (such as system, user or procedural documentation) at any time during the period of the Agreement and thereafter.

The Contractor agrees to deliver such material to the Contract Administrator within thirty (30) days from receipt of the Procuring Agency's request. Such requests may be made by the Procuring Agency at any time prior to the expiration of this Agreement.

In the event that this Agreement is terminated for any reason, or upon its expiration, the Procuring Agency may retain ownership of any and all specified work products, Deliverables and/or documentation in whatever form that they exist.

7. Data Set Information

The Procuring Agency shall own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by the Contractor under this Agreement. Such data will include but is not limited to the following: transaction and history files relating to claims, provider and recipient demographics and eligibility, code sets, free schedules, other pricing components, prior authorizations, utilization criteria and service limit data.

8. Miscellaneous

- a) The Procuring Agency will own and retain unlimited rights to use, disclose, or duplicate all non-proprietary or customized components that are developed or purchased as a result of this Agreement, with the exception of the software identified in this Article as "Proprietary Software," "Configured and Integrated Proprietary Software," or "SaaS". The Contractor shall provide a detailed inventory of all software and documentation by those components that are considered State-Owned, Public Domain, Proprietary Software, Configured and Integrated Proprietary Software, SaaS, and Third-Party Software as a

result of the Contractor's MMIS work for the Procuring Agency under this Agreement.

The Contractor shall provide this inventory at the beginning of the project and each April and October thereafter.

- b) The Contractor's right to copy the State-Owned software is limited to the following purposes: archival, backup and training. All archival and backup copies of the State-owned software are subject to the provisions of this Agreement and all titles, patent numbers, trademarks, copyright and other restricted rights and notices shall be reproduced on any such copies. Nothing in this subsection prohibits the Contractor from complying with 45 C.F.R. Part 95.617.
- c) If the Contractor reproduces the State-Owned software the Contractor shall include the State of New Mexico's copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of the Deliverables.
- d) Notwithstanding the above, to the extent the Procuring Agency is now or hereafter vested with any ownership rights in or to any software designed, developed or implemented under this Agreement, the Procuring Agency does hereby grant to Contractor in connection with any such Deliverables, a nonexclusive, worldwide, perpetual, irrevocable, royalty- free, fully paid-in license to use, modify, sell, sublicense or create derivative works based upon, such custom software.
- e) The Contractor agrees to maintain at the Contractor's own expense, a copy of the MMIS (with the exception of those items that are SaaS) and provide the Procuring Agency with such copy every six (6) months or sooner at the Procuring Agency's request. The MMIS shall be in magnetic form on media specified by the Procuring Agency. Included with the MMIS shall be all associated documentation which will allow the Procuring Agency to top load, compile and maintain the software in the event of a breach of this Agreement.
- f) If the Contractor ceases to do business or ceases to support this Project or Agreement and it does not make adequate provision for continued support of the licensed software it provided the Procuring Agency; or, if this Agreement is

terminated, or if the Contractor breaches this Agreement, the Contractor shall make available to the Procuring Agency:

- (1) the latest available licensed software program source code and related documentation meant for the licensed software provided or developed under this Agreement by the Contractor and listed as part of the purchase system, with the exception of those items that are SaaS;
 - (2) the source code and compiler/utilities necessary to fully operate and maintain the system; and
 - (3) related documentation for software developed by third parties to the extent that the Contractor is authorized to disclose such software. In such circumstances, the Procuring Agency shall have an unlimited right to use, modify and copy the source code and documentation.
- B. All materials, work papers, meeting notes, design documents produced by the Contractor shall be the property of the Procuring Agency.
- C. All materials developed or acquired by the Contractor and paid for by the State under this Agreement shall become the property of the State of New Mexico upon Acceptance of the Deliverable(s), with the exception of the software identified in this Article as "Proprietary Software," "Configured and Integrated Proprietary Software," or "SaaS". In accordance with 45 C.F.R. Part 95.617, the United States Procuring Agency of Health and Human Services Centers for Medicare and Medicaid Services and the Procuring Agency reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, such software, modifications, and documentation.
- D. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. The Contractor shall otherwise be free to use any ideas, concepts, or techniques related to data processing learned during the course of providing services under this Agreement.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

- A. 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 pursuant to the terms of this Agreement 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") for a period of 21 months. 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
- B. Solution. Contractor warrants that the Solution will be correct in all aspects according to the Applicable Specifications for the term of this Agreement. Contractor further warrants that the Solution will meet the Applicable Specifications for life of the term of this contract. In the event the Solution 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 Solution 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:

MMIS Executive Account Manager; DDI/Transition Executive Account Manager, MMIS Systems Manager; Claims/TPL Manager; Financial Manager; Technical Support Manager; Business Service Manager, Mi Via Senior Operation Manager, Pharmacy/DRAMS Services Manager, Legacy Project Manager.

Contractor will provide Procuring Agency with the names of the individuals who will be serving in Key Personnel positions no later than thirty (30) Days following full execution of this Agreement by the Parties.

- B. **Personnel Changes.** In the event Contractor replaces any of its Key Personnel, Contractor will make such replacement(s), with Contractor's other personnel of equal or superior ability, experience, and qualifications. Contractor's Key Personnel replacements must be pre-approved in writing by Procuring Agency's Project Manager. For all of Contractor's Key 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 Key Personnel assigned to the Project for any reason, Contractor will, within thirty (30) Days of its Key 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 thirty (30) Day period concerning Contractor's replacement of its Key Personnel. Contractor will include status reports to Procuring Agency concerning Contractor's Key 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 Key Personnel in the event Contractor's Key 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 Contractor 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 24, Section 2.

ARTICLE 15 – LIMITATION ON LIABILITY

- A. The Contractor's cumulative liability to the Procuring Agency for any and all actions, whether in contract or in tort, shall not exceed two (2) times the not to exceed amount set forth in Article 3(B) (Payment) of this Agreement.

- B. The limitation of liability set forth in Article 15(A) above, shall not apply to:
1. Damages finally adjudicated to be a direct result from Contractor's bad faith or willful misconduct;
- C. Neither party shall be liable for indirect or consequential damages regardless of the form of action, whether in contract, tort or otherwise, and even if such party has been advised of the possibility of such damages. Any specific types or forms of damages not addressed in this Agreement shall be subject to the liability cap set forth in Article 15(A) above.
- D. The Contractor shall be liable for damages arising out of bodily injury to persons and/or damage to real or tangible personal property before or after Acceptance, delivery, installation and use of the equipment provided by Contractor, and during the warranty period either at the Contractor's site or the Procuring Agency's place of business, provided that the injury or damage was caused by the negligence of the Contractor or defect of the equipment or installation by Contractor, subject to the liability cap set forth in Article 15(A) above. The Contractor shall not be liable for damages arising out of, or caused by, alterations to the equipment, (other than alterations performed or caused by Contractor's officers, employees or agents), made by the Procuring Agency or for losses occasioned by the Procuring Agency's fault or negligence.
- E. The Contractor shall include special terms and conditions in its subcontract with Spectrum Industries, LLC ("Spectrum") that shall include, but are not limited to:
1. That Procuring Agency is a third-party beneficiary;
 2. That the subcontract is entered into for goods and services that are to be directly provided by Spectrum to the Procuring Agency;
 3. That the Procuring Agency, the State of New Mexico, its officers, directors, agents, and employees shall be indemnified by Spectrum for any claim that any product or service provided under the subcontract between Contractor and Spectrum, including all costs, damages and attorneys' fees that may be awarded as a result of such claim;
 4. That the Procuring Agency has a direct claim against Spectrum for any product or service provided under the subcontract between Contractor and Spectrum that fails to meet the terms and conditions set forth therein; and
 5. That Spectrum shall indemnify and hold harmless the Contractor for any direct or indirect claim brought against the Contractor, whether in tort or in contract, for goods provided and services rendered under the subcontract.
- F. Notwithstanding Contractor's existing obligations under Article 15 of the Agreement given the requirements set forth in subsection (E), the Contractor shall not be liable to the Procuring Agency or the State for any losses, damages, costs, liabilities and expenses alleged to have been sustained by the Procuring Agency or the State resulting from the performance or non-performance by Spectrum of its obligations under the subcontract, including but not limited to negligence or breach of contract.

ARTICLE 16 – EQUITABLE REMEDIES

Subject to the other terms and conditions contained in this Agreement, each party acknowledges that its failure to comply with any provision hereunder may cause the other party irrevocable harm and that a remedy at law for such a failure would constitute an inadequate remedy for such other party. Each party consents to other party's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Each party's right to obtain equitable relief pursuant to this Agreement will be in addition to, and not in lieu of, any other remedy that such party may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 17 - LIABILITY

Subject to Article 15 above, 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.

ARTICLE 18 – 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 19 – 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 21, below.

ARTICLE 20 – 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 21 – CONFIDENTIALITY

Contractor will protect and keep confidential any and all Procuring Agency Confidential Information that Procuring Agency provides to Contractor as well as any and all Procuring Agency Confidential Information that Contractor develops based upon information provided by Procuring Agency during Contractor's performance hereunder. Contractor will not make available or provide such Procuring Agency Confidential Information to any third party absent Procuring Agency's prior written approval. Upon termination of this Agreement, Contractor will: (a) deliver all Procuring Agency 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 any Procuring Agency 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 Procuring Agency Confidential Information to Procuring Agency, or (b) to protect and keep such Procuring Agency Confidential Information secret may result in Procuring Agency's seeking to obtain direct from Contractor. Procuring Agency will protect and keep confidential any and all Contractor Confidential Information Contractor provides to Procuring Agency. Procuring Agency will not make available for provide any such Contractor Confidential Information to any third party without Contractor's prior written consent.

ARTICLE 22 –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 19228, regarding contracting with a public officer, state employee or former state employee.

ARTICLE 23 - RECORDS AND AUDIT

Contractor will maintain detailed records directly pertinent to verifying Contractor's invoices submitted under this Agreement during this Agreement's term and will retain those records for a period of five (5) 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 against Contractor's illegal Payment Invoices, if any.

For avoidance of doubt, the right of audit under this Agreement extends only to those Contractor records directly pertinent to verifying invoices. Notwithstanding any other language, section, or provision, the Procuring Agency, DoIT's CIO, NMSPA, GSD, Department of Finance Authority and the New Mexico State Auditor's Office shall have no access to Contractor's confidential or proprietary cost or pricing data. Contractor shall be entitled to (i) reasonable advance written notice of an audit, (ii) the auditor(s) conducting the audit during Contractor's regular business hours and on a non-interference with business operations basis, (iii) an auditor entrance and exit conference, and (iv) a reasonable opportunity to review the auditor's draft finding and provide comments before the audit is issued.

ARTICLE 24 - 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 changes in 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 25 – 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 1 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>.

ARTICLE 26 – 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.

- B. Merger/Scope. 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.

ARTICLE 27 – 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:
Agency Approved Contact
HSD/Information Technology Division
1111 Siler Road, Building B/C
Santa Fe, NM 822504-448

For Contractor:
Conduent State Healthcare, LLC
2250 First Street, NE
10th Floor
Washington, DC 1002
Telephone: 12-821-22089
E-mail: clientcontracts@conduent.com

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 28 – 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 13-1-9 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 19-3-1 (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 a 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 19228 12-8A-1 through 12-8A-3.

ARTICLE 29 - SURVIVAL

The Articles titled Intellectual Property, Intellectual Property Ownership, Confidentiality and Warranties will survive the expiration or termination of this Agreement.

ARTICLE 30 - 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 31 – 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 32 - 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. § 112a-22.
- 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 33 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO
INFLUENCE CERTAIN FEDERAL TRANSACTIONS**

- A. The applicable definitions and exceptions to prohibited conduct and disclosures contained in 12 U.S.C. § 1162 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 12 U.S.C. § 1162. 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 34 - 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 19223, Public Law 93-112, as amended; and the Americans With Disabilities Act of 1990, Public Law 101-146; 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 11266, "Improving Access to Services for Persons with Limited English Proficiency."

ARTICLE 35 – 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 36 - 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 37 – PERFORMANCE

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

- A. All work will be performed under the supervision of the Contractor, the Contractor's employees, and the Contractor's subcontracted staff.
- B. 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; all together referred to hereafter in Article 38 as Confidential Information, made available to Contractor shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and will not be divulged or made known in any manner to any person or entity except as may be necessary in the performance of this contract. Inspection by, or disclosure to, any person or entity other than an officer, employee, or subcontractor of the Contractor is prohibited.
- C. Contractor agrees that it will account for all Confidential Information upon receipt and store such Confidential Information in a secure manner before, during, and after processing. In addition, all related output will be given the same level of protection by the Contractor as required for the source material.
- D. The Contractor certifies that the Confidential Information processed during the performance of this Agreement will be deleted from, or otherwise wiped, removed, or rendered unreadable or incapable of reconstitution by known means on all electronic data storage components in Contractor's facilities, including paper files, recordings, video, written records, printers, copiers, scanners and all magnetic and flash memory components of all systems and portable media, and no output will be retained by the Contractor at the time the work is completed or when this Contract is terminated. If immediate purging of all electronic data storage components is not possible, the Contractor certifies that any Confidential Information remaining in any storage component will be safeguarded, using IRS Pub 1075 information storage safeguarding controls for FTI to prevent unauthorized disclosures beyond the term of this Agreement as long as Contractor is in possession of such Confidential Information.
- E. Any spoilage or any intermediate hard copy printout that may result during the processing of Confidential Information will be given to the Procuring Agency or his or her designee. When this is not possible, the Contractor will be responsible for the

destruction (in a manner approved by the Procuring Agency) 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.

- F. All of Contractor's computer systems, office equipment, written records, and portable media receiving, processing, storing, or transmitting Confidential Information must meet the requirements defined in relevant federal regulations such as IRS Publication 1075, HIPAA Privacy Rule (45 CFR Part 160 and Subparts A and E of Part 164), HIPAA Security Rule (45 CFR Part 160 and Subparts A and C of Part 164), Centers for Medicare or Medicaid Services, and/or any other Federal requirements that may apply to this contract. To meet functional and assurance requirements, the security features of the Contractor's environment must provide for security across relevant managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Confidential Information.
- G. No work involving Confidential Information furnished under this Agreement will be subcontracted without prior written approval of the Procuring Agency.
- H. The Contractor will maintain a list of its personnel, subcontractors, and/or business related entities with authorized access (electronic or physical) to Procuring Agency Confidential Information. Such list will be provided to the Procuring Agency and, upon request, to the federal agencies as required.
- I. The Contractor will provide copies of signed acknowledgments for its staff and its subcontractors and/or Business Associates, to provide certification that relevant information security awareness and training was completed. These certifications will be provided to the Procuring Agency upon contract start and, at a minimum, annually thereafter during the term of this Agreement.
- J. Upon request, the Contractor will provide the Procuring Agency copies of current policies and/or summaries of its current plans that document Contractor's privacy and security controls as they relate to Procuring Agency Confidential Information. This includes, at a minimum, any System Security Plans which describe the administrative, physical, technical, and system controls to be implemented for the security of the Procuring Agency's Confidential Information. The plan shall include the requirement for a Contractor notification to the Procuring Agency Security Officer or Privacy Officer of breaches or potential breaches of information within 5 hours of their discovery. The Parties acknowledge potential breach does not include the ongoing existence and occurrence or attempts of unsuccessful security incidents for which no additional notice to Procuring Agency Security Officer or Privacy Officer shall be required. "Unsuccessful security incidents" means, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful logon attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.

- K. All incidents affecting the compliance, operation, or security of the Procuring Agency's Confidential Information 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 **within the time limits established by governing authorities**, 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, **or other listed client information**, from security breaches or non-compliance discoveries. The corrective action plan must contain a long-term solution to possible future privacy and security threats to PII. In addition to the corrective action, the Contractor must provide updates at agreeable intervals to the Procuring Agency 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. 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 Procuring Agency's request, all such client files and patient records shall be returned to Procuring Agency upon Procuring Agency's request or no later than the final agreed upon termination date of this contract.
- N. HSD Personally Identifiable Information (PII) cannot be accessed by HSD employees, agents, representatives, or contractors located offshore, outside of the United States territories, embassies, or military installations. Further, Procuring Agency Confidential Information, PII, PHI, and FTI may not be received, processed, stored, transmitted, or disposed of by information technology (IT) systems located offshore.

ARTICLE 38 - 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 Procuring Agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully 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 Procuring Agency'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 39 – INSPECTION

The Procuring Agency shall have the right, with two (2) weeks prior 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 40 - 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, 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.
- C. If the Contractor's performance of its obligations under the terms of this agreement qualifies it as a Business Associate of the Procuring Agency as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, the Contractor agrees to execute the Procuring Agency 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 41 - 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 insofar as they apply to Contractor's processing or storage of Procuring Agency'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 1.12.1, *et seq.* “INFORMATION SECURITY OPERATION MANAGEMENT”.

ARTICLE 42 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 43 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 44 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.

ARTICLE 45 PERFORMANCE MEASURES

CONTRACTOR shall perform the Performance Measures set forth in **Exhibit C**.

ARTICLE 46 – INTERNAL CONTROLS

- A. If the CONTRACTOR is a company subject to the requirements of Section 404 (15 U.S.C. § 7262, Management Assessment of Internal Controls) of the Sarbanes-Oxley Act of 2002, the CONTRACTOR shall submit to the Procuring Agency's Contract Administrator a copy of the internal control report that the CONTRACTOR is required to file under 15 U.S.C. § 7262(a), including the management attestation, and a copy of the internal control evaluation and report required under 15 U.S.C. § 722(b), including the auditor attestation. The reports and attestations submitted to the Procuring Agency shall comply with rules, requirements and standards adopted by the Securities and Exchange Commission and the Securities Exchange Commission Oversight Board pursuant to 15 U.S.C. § 7262. The reports and attestations submitted to the Procuring Agency shall be the most current filed reports available and shall be submitted to the Procuring Agency by

no later than October 15th following each state fiscal year, or each partial state fiscal year, that the Agreement is in effect. If the Agreement expires or is terminated prior to the October 15th deadline in a year in which a submission of reports and attestations is due to the Procuring Agency, the CONTRACTOR's obligation to submit the reports and attestations to the Procuring Agency shall survive the expiration or termination of the Agreement.

- B. The CONTRACTOR shall submit to the Procuring Agency's Contract Administrator a **copy of its Soc 2 Type II Service Audit Report** prepared and issued in accordance with the SSAE-18 Service Organization Controls (SOC) Type II audit. The CONTRACTOR shall include with the Service Audit Report a correction plan detailing any deficiencies identified in the report and target dates for correction. The Procuring Agency will assess and respond to the acceptability of the correction plan. The Service Audit Report and correction plan, if any, shall be submitted to the Procuring Agency no later than August 15th following each state fiscal year, or each partial state fiscal year, that the Agreement is in effect and shall cover the previous twelve-month period ending June 11th. If the Agreement expires or is terminated **prior to the August 15 deadline** in a year in which a submission of a Service Audit Report and correction plan is due to the Procuring Agency, the CONTRACTOR's obligation to submit such report and plan to the Procuring Agency shall survive the expiration or termination of the Agreement.
- C. The CONTRACTOR will provide a SOC 2 Examination Report covering the controls specific to the Services provided to Contract Administrator and relevant to the Trust Services Principles of Security, for the procuring agency. CONTRACTOR shall provide the Procuring Agency a copy the SOC 2 Report as soon as reasonably possible after the conclusion of such examination, but not later than August 15th following each state fiscal year or partial state fiscal year, that the Agreement is in effect and shall cover the previous twelve-month period ending June 30th. If the Agreement expires or is terminated prior to the August 15th deadline in a year in which submission of a Service Audit Report and correction plan is due to Procuring Agency, the CONTRACTOR's obligation to submit such report and plan to the Procuring Agency shall survive the expiration or termination of the Agreement.

ARTICLE 47 – ERRONEOUS ISSUANCE OF BENEFITS OR FUNDS

In the event of an error that causes compensation to the CONTRACTOR to be issued in error, the CONTRACTOR shall reimburse the State within thirty (30) days of written notice of such error for the full amount of the loss. Interest shall accrue at the statutory rate upon any amounts not paid and determined to be due thirty (30) days following the notice. Written notice is considered tendered as of the postmark date if mailed and the date received if hand delivered.

ARTICLE 48 – PROCURING AGENCY CONFIDENTIALITY

- A. Any confidential information, as defined in State or federal law, codes, rules, or regulations such as HIPAA, provided under this Agreement will not be made available to

any individual or organization by the CONTRACTOR or its officers, agents, or employees without prior authorization by the Procuring Agency.

- B. The CONTRACTOR shall not make use of any information obtained during the course of this Agreement except as necessary for the proper discharge of its respective obligations herein.
- C. The CONTRACTOR warrants that it will maintain the confidentiality of all information derived from the Procuring Agency and will neither use or disclose it to any person or entity without the explicit written permission of the Procuring Agency, and that each and every employee, agent or assign of the CONTRACTOR has executed the binding agreement of the Statement of Confidentiality. The CONTRACTOR recognizes that irreparable harm can be occasioned to the Procuring Agency and their clients by disclosure of confidential information and accordingly, the CONTRACTOR will be solely responsible for any violations.
- D. The CONTRACTOR shall notify the Procuring Agency promptly of any unauthorized possession, use, knowledge, or attempt thereof, of confidential information. The CONTRACTOR shall promptly furnish to the Procuring Agency the full details of the unauthorized possession, use, or knowledge, or attempt thereof, and assist in investigating or preventing the recurrence thereof.
- E. The CONTRACTOR shall immediately notify the Procuring Agency of any attempt to subpoena or otherwise acquire the Procuring Agency's client records provided to the CONTRACTOR under this Agreement. Such records will not be released pursuant to subpoena without a court order signed by a judge. The provisions of 8 NMAC 3 ISD 030-039 will apply to confidential records provided to the CONTRACTOR by the Procuring Agency.
- F. The Procuring Agency shall have the right to request CONTRACTOR to perform background checks on all Contractor's personnel assigned to this project, as mandated by state or federal authorities, including any Subcontractor(s) assigned to this project. The CONTRACTOR must advise its employees and/or Subcontractors in writing of this possibility prior to their employment on this project.
- G. The CONTRACTOR shall treat all information and, in particular, information relating to recipients of the Procuring Agency's services, which is obtained through its performance under this Agreement as confidential information in accordance with the provisions of 45 C.F.R. 205.50, regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and all other applicable federal and State laws and regulations, and shall not use any information so obtained in any manner except as otherwise permitted by this Agreement and as necessary for the proper discharge of its obligations and securing of its rights hereunder. Subject to the provisions of Article 8 of this Agreement, the CONTRACTOR assumes responsibility for all liability caused by any breach of this Article and shall indemnify the Procuring Agency against all such liability accordingly. The CONTRACTOR shall comply with the breach notification

requirements contained in Section 13402 of the Health Information Technology for Economic and Clinical Health (HITECH) Act, part of the American Recovery and Reinvestment Act of 2009 (ARRA), and with related regulations issued by CMS.

- H. The CONTRACTOR acknowledges that performance of their obligations under this Agreement makes it a Business Associate of the Procuring Agency as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder. The CONTRACTOR agrees to the terms of the Business Associate Agreement.

ARTICLE 49 – PERSONNEL CONTROL

The CONTRACTOR's personnel will be solely under the direction of the CONTRACTOR.

- A. The CONTRACTOR's employees and Subcontractors will not, in any sense, be considered employees of the Procuring Agency or the State of New Mexico, but will be considered the CONTRACTOR's employees for all purposes.
- B. Except as expressly provided in this Agreement, neither the CONTRACTOR nor any of the CONTRACTOR's employees or Subcontractors may act, in any sense, as agents of the Procuring Agency or the State of New Mexico.
- C. The CONTRACTOR's employees must be paid exclusively by the CONTRACTOR for all services performed.
- D. The CONTRACTOR assumes sole and full responsibility for its acts and the acts of its personnel and Subcontractors.
- E. The CONTRACTOR agrees that any claim on behalf of any person arising out of employment or alleged employment by Contractor (including, but not limited to, claims of discrimination against the CONTRACTOR, its officers, or its agents) are the sole responsibility of the CONTRACTOR and are not the responsibility of the Procuring Agency, and that the CONTRACTOR will indemnify and hold harmless the State of New Mexico from any and all such claims asserted against the State. The CONTRACTOR understands that any person who alleges a claim arising out of employment or alleged employment by the CONTRACTOR may not be entitled to any compensation, rights, or benefits from the Procuring Agency (including, but not limited to, tenure rights, medical and hospital care, sick and annual/vacation leave, severance pay, or retirement benefits).
- F. The CONTRACTOR's employees and Subcontractors will not, in any sense, be considered providers of Medicaid benefits under this Agreement.

ARTICLE 50 FEDERAL CLEAN AIR AND CLEAN WATER ACT

Contractor agrees 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

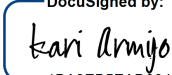
amended (33 U.S.C. 1251-1387), and will report violations to the Procuring Agency and the Regional Office of the Environmental Protection Agency (EPA).

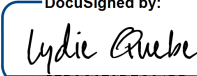
ARTICLE 51 FEDERAL LICENSE

In compliance with federal funding provisions supporting this contract, the following conditions will apply to both Procuring Agency procurement of, or subscription to, Contractor's software.

- A. **General**. The Procuring Agency will have all ownership rights or copyright options in software, or modifications thereof, and associated documentation which is designed, developed, or installed with federal financial participation.
- B. **Federal License**. The Contractor shall deliver to the affiliated federal department supporting this contract a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes, such software, modifications, and documentation.
- C. **Proprietary Software**. The Contractor shall not be subject to the federal license or federal ownership provisions for proprietary operating/vendor software packages which are provided at established catalog or market prices and sold or leased to the general public.
- D. **Software as a Service**. For Software as a Service which provides the Procuring Agency a subscription to Contractor's proprietary applications or services, the Contractor shall provide the Procuring Agency change or configuration documentation related to Procuring Agency and/or federal compliance directives, policies, operation requirements, and/or statutory or regulatory requirements. Software as a Service is not subject to the federal license or federal ownership provisions as stated above.
- E. **Data**. The Procuring Agency and the federal government shall have the right to obtain, reproduce, publish, or otherwise use the data produced under this contract and authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.

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

By:  DocuSigned by: 1BA9EB5EAD00499...
Kari Armijo, HSD Cabinet Secretary Date: 4/13/2024

By:  DocuSigned by: 5FB8C879DFC84BB...
Lydie Quebe, VP, General Manager, Conduent Date: 4/4/2024

By:  DocuSigned by: FB15A98045214DA...
Carolee Graham, HSD Chief Financial Officer Date: 4/11/2024

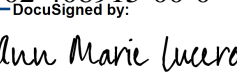
By:  DocuSigned by: 54409ED24CE24F9...
Paula Morgan, HSD Chief Information Officer Date: 4/4/2024

Approved for legal sufficiency:

By:  DocuSigned by: 6241C19C4E01414...
Mark Reynolds, HSD General Counsel Date: 4/12/2024

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

BTIN: 02-408915-00-0

By:  DocuSigned by: A4E23200AE974AA...
Ann Marie Lucero, Tax and Revenue Department Representative Date: 4/15/2024

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.

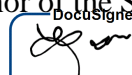
By:  DocuSigned by: 437214FBE82C453...
Raja Sambandam, Acting Cabinet Secretary and State Chief Information Officer
Department of Information Technology Date: 4/17/2024

Exhibit A
Scope of Work Transition to Ongoing Operations and Maintenance

I. Purpose:

Goal: The Human Services Department (Procuring Agency) is seeking the continued administrative support of its health care programs through the provision of technical and operational services. The Medicaid Management Information System (MMIS) that will be operated, maintained, and modified by the Contractor is essential to the effective administration of the Medicaid, Children's Health Insurance, Procuring Agency Coverage Initiative, and other health care programs. The system enhancements included in the scope of work will ensure that the Procuring Agency continues to meet federal requirements while providing for increased program efficiency.

Objectives The New Mexico Human Services Department has established the following objectives for this project:

- a. Service continuation without interruption;
- b. Transition of responsibilities to new state-procured vendors;
- c. Clear and concise transition plan

- I. Performance Measures:** Contractor shall perform and deliver all specifications for each item labeled as a "Deliverable" in the Scope of Work. In the event the Contractor fails to obtain the results described in the Scope of Work, 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**.
- II. Activities:** The Contractor will operate and maintain the OmniCaid component of the MMIS that is owned by the Procuring Agency and is currently in production. In addition, the Contractor will operate and maintain several systems peripheral to OmniCaid to support functions such as drug claims processing; drug rebate; fraud and abuse detection; claims scanning, capture, storage, and retrieval; online report storage and retrieval; and inquiry or complaint tracking.

The Contractor will operate and maintain the MMIS using a mainframe computer and/or other platforms owned by the Contractor. The MMIS is used to process Medicaid Program claims as well as claims for other Procuring Agency medical programs, including, but not limited, to the Children's Medical Services Program for the Department of Health and the Child Protective Services Program for the Children, Youth and Families Department.

In addition to providing technical support for the MMIS, the Contractor will provide fiscal agent services, including claim processing and payment, provider enrollment, and customer service for providers and clients.

The Contractor will also function as the Financial Management Agent (FMA) for Mi Via, the state's self-directed waiver program for long-term care services. As part of its FMA responsibilities, the Contractor will operate a Plan of Care Management System, enter employer (the Mi Via participant) and employee information, perform background and criminal record checks on prospective employees, support timesheet and invoice processing, and generate employee and vendor payments.

The scope of work includes several system enhancements that will enable the Procuring Agency to meet federal requirements, provide additional self-service capabilities for clients and providers, increase efficiency and all transition cost.

Upon termination of the contract or upon request of the Procuring Agency, the Contractor must perform all activities required to successfully and smoothly turn over the MMIS or any of its functions and all corresponding work in progress to the Procuring Agency or its agent. Procuring Agency can amend the contract for future development and any unforeseen situations.

- V. Transition plan must outline how related deliverables will be terminated and contract cost adjusted once the Procuring Agency has approved the successor Contractor system relating to distinguished deliverable.

II. The Deliverables:

The following sections describe the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor must perform each task and/or subtask but is not limited to performing only the identified task or subtasks in a given area. The Parties hereby agree that the Deliverable(s) are the controlling items and that the Contractor's obligation is to perform and deliver all specifications for each item labeled as a "Deliverable" in the following sections.

Deliverable 1: OmniCaid – Ongoing Operation and Maintenance [Monthly System Operations]

<u>Deliverable One</u>	<u>Due Date</u>	<u>Compensation</u>
OmniCaid – Ongoing Operation and Maintenance [Monthly System Operations]	Start: 01/01/2023 End: 09/30/2024	Total Compensation not to exceed \$ 11,920,343.89 including NM GRT, to be paid monthly at a rate of approximately: <ul style="list-style-type: none"> • \$568,105.63 per month for 6 months • \$567,447.34 per month for 15 months

Task Item	Subtasks	Description
1.1 Support Required Interfaces and Reporting	1.1.1 Support New and Existing System Interfaces	The New Mexico OmniCaid system documentation identifies internal interfaces and interfaces with external entities that are necessary to support MMIS functions. The Contractor shall support these interfaces, modify them in response to changes in requirements, and develop new interfaces as necessary to support new program initiatives.
	1.1.2 Operate Existing MMIS System and Provide All Reports	The Contractor shall operate the existing OmniCaid system and related systems and shall provide all reports as specified in the current systems documentation. The Contractor will modify existing reports and develop and implement new reports as requested by the Procuring Agency.
	1.1.3 Provide All Technology Infrastructure & Staff Support	The Contractor shall supply the necessary hardware, software, telecommunications and other components and information technology staff support to operate the system
	1.1.4 Provide Regular Reports	The Contractor is responsible for the following general reporting tasks: 1.1.4.1 Produce all required production reports on designated schedule, as agreed upon by the Procuring agency, as exists in OmniCaid or is referenced in system documentation and provide other reports and downloads of data on request. 1.1.4.2 Provide electronic report output at the option of the Procuring Agency for any individual report and distribute such reports to the user(s).

Task Item	Subtasks	Description
<p>1.2 Provide Maintenance and Modification Support</p>	<p>1.1.5 Complete All Transform Medicaid Statistical Information System (T-MSIS) Reporting Tasks</p>	<p>1.1.4.3 Maintain a list of all MMIS scheduled outputs, the frequency of production, and the media, and for reports distributed via hard copy, the number of copies and to whom the copies are to be provided. The Contractor shall be responsible for all Transform Medicaid Statistical Information System (T-MSIS) reporting, including, but not limited to the following:</p> <p>1.1.5.1 Serving as the primary contact with the federal government or their Contractors in constructing, submitting, testing, and achieving approval on all T-MSIS submissions.</p> <p>1.1.5.2 Maintain and update crosswalks of data from the MMIS to federal T-MSIS reporting requirements.</p> <p>1.1.5.3 Produce T-MSIS reports and transmit them to the Centers for Medicare and Medicaid Services as required by the Centers for Medicare and Medicaid Services.</p> <p>1.1.5.4 Coordinate changes, error thresholds, corrections, and resubmissions as required with the Centers for Medicare and Medicaid Services or their Contractors.</p> <p>The Contractor shall provide a Business Support Unit composed of a staff of business analysts to provide analysis of operational issues, analysis of system problems and changes, conduct testing, develop, and distribute documentation updates, and other MMIS support functions.</p>
	<p>1.2.1 Meet Business Support Unit Specifications</p>	<p>The Business Support Unit shall:</p> <p>1.2.1.1 Participate in the program planning and development functions at the Procuring Agency’s request.</p> <p>1.2.1.2 Document system test and review test data results prior to sending results to the Procuring Agency for review.</p> <p>1.2.1.3 Support MMIS development through attending meetings and representing the Contractor when local representation is required.</p> <p>1.2.1.4 Investigate issues of data accuracy and validation for production reports.</p>

Task Item	Subtasks	Description
		<p>1.2.1.5 Support MMIS reporting activities through user training and technical support of the T-MSIS, Financial, FADS, Drug Rebate, and other MMIS reporting systems.</p> <p>1.2.1.6 Support MMIS operational activities through training and technically supporting MMIS users regarding MMIS system functions and capabilities, including reviewing and assisting with reviews of test data associated with system changes and/or development, and the meaning and use of values and codes in the MMIS.</p> <p>1.2.1.7 Investigate problem reports on operational and systems issues and make recommendations for correction.</p> <p>1.2.1.8 Remain informed on changes in transactions, codes and values at the national level and coordinates their introduction into the MMIS system with approval and input from the Procuring Agency.</p> <p>1.2.1.9 Review changes in national coding systems for impact on MMIS, exceptions, payment, and other claims processing issues.</p> <p>1.2.1.10 Review changes and proposed changes in program policies and reimbursement for impact on the MMIS and make recommendations for necessary changes in exceptions and parameters.</p> <p>1.2.1.11 Function as subject matter experts on MMIS data and databases.</p> <p>1.2.1.12 The Business Support Unit shall consist of a technically and operationally-experienced skilled staff consisting at minimum of a Business Support Manager and a sufficient number of Business Analysts to provide timely and responsive MMIS maintenance support, as proposed by the Contractor and accepted by the Procuring Agency.</p> <p>1.2.1.13 Business Support Unit personnel will be knowledgeable in the Medicaid Program and in the business needs and operations of the functional area(s) they support.</p>

Task Item	Subtasks	Description
	<p>1.2.2 Meet System Maintenance Unit Specifications</p>	<p>1.2.1.14 Business Support Unit staff will possess the technical expertise to effectively use the MMIS.</p> <p>1.2.1.15 The Contractor shall designate at least one Business Support Unit staff member to function as the liaison to the Medical Assistance Division to serve as a single point of contact on issues of claims processing and files maintenance.</p> <p>The Contractor shall provide a System Maintenance Unit comprising a staff of programmers to develop changes that may be required as a result of legislative decisions, program and policy changes, or errors discovered in the executable software.</p> <p>The System Maintenance Unit shall:</p> <p>1.2.2.1 Perform software updates and enhancements and maintain system documentation.</p> <p>1.2.2.2 Analyze and size change requests generated by the Procuring Agency.</p> <p>1.2.2.3 Perform software support and error correction.</p> <p>1.2.2.4 Be made up of a sufficient number of technically and operationally experienced and skilled professionals to provide timely and responsive MMIS maintenance support, as proposed by the Contractor and accepted by the Procuring Agency, under the leadership of an experienced Systems Manager, specifically dedicated to the New Mexico MMIS. At any given time the majority of the MMIS System Maintenance staff dedicated to the New Mexico MMIS must each have at least one year of experience working with MMIS or other healthcare payment systems.</p> <p>1.2.2.5 The Systems Manager will have a Bachelor's degree from a four-year accredited college or university or equivalent work experience and eight (8) years substantive experience in data processing management (systems or operations).</p> <p>1.2.2.6 System Maintenance Unit personnel will be knowledgeable in the Medicaid Program and in the business needs and operations of the functional area(s) they support.</p>

Task Item	Subtasks	Description
<p>1.3 Manage System Maintenance and Modification Activities</p>	<p>1.2.3 Provide a Dedicated System Development Consultant</p>	<p>1.2.2.7 The System Maintenance Unit will be in addition to the technical staff necessary for computer operating system support and support of peripheral but related systems such as the Pharmacy Benefits Management System, Web portal, Audio Voice Response System, Drug Rebate System, Fraud and Abuse Detection System, and the Contractor's HIPAA translation solution.</p> <p>Contractor shall assign at least one senior staff member with significant technical expertise regarding New Mexico's MMIS implementation as a System Development Consultant fully-dedicated to requests by the Procuring Agency for technically-detailed analyses of upcoming projects; state and federal initiatives; and critical system issues.</p> <p>1.2.3.1 At the direction of the Procuring Agency, the System Development Consultant shall perform additional reviews of system test results and provide recommendations to Procuring Agency staff for technical resolutions.</p> <p>1.2.3.2 At the direction of the Procuring Agency, the System Development Consultant shall represent the Procuring Agency at meetings with other Contractors and government agencies pertaining to technical initiatives.</p>
	<p>1.3.1 Maintain Written, Approved IT Processes</p>	<p>At a minimum, the Contractor shall have written processes approved by the Procuring Agency describing in detail how the Contractor shall perform the following functions as they relate to software development: software configuration management, requirements management, software project planning, software project tracking and oversight, software quality assurance, and system tests.</p>
	<p>1.3.2 Comply with Procuring Agency Codes and Regulations</p>	<p>All Project Planning and Program Management activities will comply with New Mexico Administrative Code Title 1, Chapter 12, Part 5 (1.12.5 NMAC) and other rules or regulations as established by the Procuring Agency or the New Mexico Department of Information Technology (DoIT).</p>

Task Item	Subtasks	Description
	<p>1.3.3 Provide IT Process Documentation to the Procuring Agency</p> <p>1.3.4 Obtain Approval for IT Process Changes</p> <p>1.3.5 Provide Updated Versions of IT Process Documents</p> <p>1.3.6 Provide Detailed Documentation of Computer Code Changes Upon Request</p> <p>1.3.7 Maintain Written, Approved Change Management Process</p> <p>1.3.8 Meet Change Management Specifications</p>	<p>The Contractor shall provide the Procuring Agency with copies of the Contractor's IT management processes and related procedures, including, but not limited to, Software Development Life Cycle procedures.</p> <p>Any change to these processes or any related procedures will be made only after the Procuring Agency's approval.</p> <p>After completion of changes to any of these processes or to any related procedures, a new copy of any changed process or procedure will be provided to the Procuring Agency.</p> <p>Upon Procuring Agency request, the Contractor shall provide the Procuring Agency with detailed documentation for any change to computer code, including a description of the parts of the code were changed, the purpose of the change, and the specific changes that were made, along with an updated Version Description Document acceptable to the Procuring Agency.</p> <p>The Contractor shall use a written Change Management Process, approved by the Procuring Agency, for changes to the MMIS software, including releases of revisions or enhancements to the application software, and upgrades to programming languages and databases.</p> <p>The Contractor's written Change Management Process will include, at a minimum, provisions for the following activities:</p> <p>1.3.8.1 Development of a detail level analysis describing the required system changes and a detail level estimate identifying the estimated staff hours required to develop, test, implement and document the change.</p>

Task Item	Subtasks	Description
		<p>1.3.8.2 Procuring Agency approval of detail level analyses and estimates prior to starting programming of any system change initiated by the Procuring Agency, and of other changes upon request.</p> <p>1.3.8.3 Procuring Agency approval of the Contractor's test results prior to releasing any change initiated by the Procuring Agency, and for other changes upon request.</p> <p>1.3.8.4 An estimated completion date provided by the Contractor when requested by the Procuring Agency for a change request.</p> <p>1.3.8.5 Release management for new releases of the application software when applicable.</p> <p>1.3.8.6 Provision of advanced notice, consistent with Procuring Agency requirements, prior to implementing system changes and updates in order to ensure minimum down time and support coordination with the various Network Help Desks operated by the Procuring Agency.</p> <p>1.3.8.7 Update of system documentation and user manuals within fifteen (15) business days of updates or changes and supply of the updated version to the Procuring Agency in an electronic format.</p> <p>1.3.8.8 A method for the Procuring Agency to determine the estimated and actual hours allocated to change requests and the personnel assigned to each request, when requested by the Procuring Agency.</p> <p>1.3.8.9 A method for the Procuring Agency to determine the estimated and actual hours allocated to change requests and the personnel assigned to each request, when requested by the Procuring Agency.</p> <p>1.3.8.10 Updating the system from daily maintenance transactions.</p> <p>1.3.8.11 Monitoring and providing adequate space allocations for the system's data volume.</p>

Task Item	Subtasks	Description
	<p data-bbox="427 617 626 793">1.3.9 Use an Approved Change Management Tracking Tool</p> <p data-bbox="427 873 626 1087">1.3.10 Provide Sufficient Classification Categories for Root Cause Analysis</p>	<p data-bbox="678 289 1406 354">1.3.8.12 Maintaining online access to system files within scheduled business hours.</p> <p data-bbox="678 401 1484 466">1.3.8.13 Purging, archiving, backing up, and restoring required data.</p> <p data-bbox="678 543 1466 648">The Contractor shall manage and track all change requests by using an automated change and tracking tool approved by the Procuring Agency.</p> <p data-bbox="678 800 1471 905">The change tracking tool and process must provide for classifying and assigning defect types (root causes), including categories identical or comparable to the following:</p> <p data-bbox="678 947 1466 1012">1.3.10.1 Code – code error or issue (requires development fix and re-test).</p> <p data-bbox="678 1058 1466 1163">1.3.10.2 SCM – Software Configuration/Migration issues identified in a migration package, or migration error (requires configuration fix and re-test).</p> <p data-bbox="678 1205 1479 1270">1.3.10.3 Env – The test environment caused the issue (requires fix to environment before re-testing).</p> <p data-bbox="678 1316 1474 1421">1.3.10.4 Proc – Test error due to input data or test sequence or validation error (requires correction to test plan and/or data followed by re-test).</p> <p data-bbox="678 1463 1411 1568">1.3.10.5 Reqs – The requirements were wrong or missed (requires business to fix requirements, then possible code modifications and re-testing).</p> <p data-bbox="678 1610 1458 1675">1.3.10.6 Design – Design was wrong (requires design fix, re-coding, and re-testing).</p> <p data-bbox="678 1717 1468 1782">1.3.10.7 As designed – Works as designed, and business code does not need to be fixed.</p> <p data-bbox="678 1829 1417 1894">1.3.10.8 Docs – Documentation error with requirement or design document or migration package (need to correct</p>

Task Item	Subtasks	Description
<p>1.4 Test Programming Changes</p>	<p>1.3.11 Collect and Analyze Trending Metrics</p> <p>1.3.12 Document Deficiencies Resulting from Insufficient System Maintenance</p> <p>1.4.1 Provide Sufficient Online Test Environments</p> <p>1.4.2 Conduct Tests Approved by the Procuring Agency</p> <p>1.4.3 Provide Test Documentation Upon Request</p> <p>1.4.4 Support the Procuring Agency's Ongoing User Acceptance Testing</p>	<p>documents or document versions, but no impact to code).</p> <p>1.3.10.9 Not Repro – Issue is not reproducible.</p> <p>The change tracking tool must provide for collecting and trending metrics, to include:</p> <p>1.3.11.1 Number of change requests opened and closed per Quality Assurance reporting period.</p> <p>1.3.11.2 Defect backlog (number in the open state) for each defect type.</p> <p>The Contractor shall document any deficiencies resulting from insufficient system maintenance. The document will provide a detailed description of the deficiency and the Contractor's plan for resolution of the problem.</p> <p>The Contractor shall provide multiple and complete online MMIS test environments to support unit, system, and acceptance testing, including test versions of all batch and online programs and files to be used for testing releases and non-release changes.</p> <p>The Contractor shall conduct repeatable testing in accordance with written processes and procedures approved by the Procuring Agency. The processes and procedures will not be changed without prior approval by the Procuring Agency. Test plans will be created for major system changes or as otherwise requested by the Procuring Agency.</p> <p>Documentation of test results for all Procuring Agency-initiated system changes, as well as other changes when requested by the Procuring Agency, will be provided to the Procuring Agency for review and approval.</p> <p>The Procuring Agency will conduct User Acceptance Testing (UAT) for user interface changes delivered by Contractor. The form of each UAT will be determined by the criticality, frequency, complexity, and novelty of the user task supported</p>

Task Item	Subtasks	Description
		<p>by each change; and by the staffing resources available to the Procuring Agency.</p> <p>1.4.4.1 Contractor shall support UAT by deploying the changes to the UAT environment from the system test environment and consulting with the Procuring Agency on any issues that the Contractor encountered during system testing.</p> <p>1.4.4.2 Contractor shall provide communication and planning with the Procuring Agency to help the Procuring Agency establish the format and plan for UAT.</p> <p>1.4.4.3 Procuring Agency shall provide a detailed UAT Plan including all user test scenarios and acceptance criteria, for review by Contractor at least fourteen (14) business days before the UAT sessions are scheduled to begin. Contractor shall review the UAT Plan and provide feedback to the Procuring Agency at least seven (22) business days before the UAT sessions are scheduled to begin.</p> <p>1.4.4.4 Contractor shall deliver complete test scenario instructions for the designated users participating in the UAT, for each of the test scenarios in the UAT Plan, at least three (3) business days before the UAT sessions are scheduled to begin.</p> <p>1.4.4.5 Contractor shall provide a software tool (i.e., Rational) to log UAT defects and allow users to track the progress of the defect correction.</p> <p>1.4.4.6 Contractor shall review the list of UAT participants proposed by the Procuring Agency and identify any individuals who may have participated in the design or development of the system features being tested.</p> <p>1.4.4.7 Contractor shall migrate the changes in the system test environment to the UAT environment at least two (2) business days before the UAT testing is scheduled to begin.</p> <p>1.4.4.8 Contractor shall ensure UAT workstations are properly configured for the UAT environment.</p> <p>The Contractor shall provide a training environment that aligns with the production environment.</p>

Task Item	Subtasks	Description
<p>1.5 O&M Training</p>	<p>1.5.1 Training Material</p> <p>1.5.2 Business User Manual</p>	<p>The Contractor shall provide initial and updated, ongoing training materials, knowledge transfer materials, and other documentation (e.g., User guides, on-line help) to the Stakeholders on an agreed upon regular cadence.</p> <p>The Contractor shall maintain the ongoing User Manuals for all aspects of the system. These manuals will provide correct information in sufficient detail and user-friendly language, so that users may accomplish their everyday functions using the MMIS.</p> <p>The Contractor shall provide an initial and ongoing updated Business User Manual to the Stakeholders on an agreed upon regular cadence.</p> <p>The Contractor shall provide initial and ongoing updated online help (e.g., Screen Tip, hyperlinks to other documents, keyword search, chat, tool tips, definitions page, user guide, policy guidance, hover over help) and support documentation for Stakeholder-specific business use of the FS tools and guidance to end Users in correct execution of User-performed application maintenance and report configuration activities on an agreed upon regular cadence.</p> <p>The Contractor shall provide initial and updated, ongoing training, and knowledge transfer to the Stakeholders on an agreed upon regular cadence. The training shall include general initial orientation and advanced training.</p> <p>The Contractor shall provide initial and updated, ongoing instructor-led (either online or on site) and on-demand, self-paced training to the Stakeholders on an agreed upon regular cadence.</p> <p>The Contractor shall provide up to date knowledge transfer in the event there is a change in a subcontractor that provides any portion of the Contractor's solution, to ensure a smooth transition.</p>
<p>1.6 Manage Agreed</p>	<p>1.5.3 Knowledge Transfer</p>	<p>Contractor shall be paid a fixed monthly rate for delivering these operations, including the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, according to the following schedule:</p>

Task Item	Subtasks	Description
Payment Schedule	1.6.1 Invoice the Procuring Agency According to the Operations Payment Schedule	1.6.1.1 Jan 1, 2023 – Jun 30, 2023 \$568,105.63 1.6.1.2 Jul 1, 2023 – Sept 30, 2024 \$567,447.34

Deliverable 2: Pharmacy Benefits Management System (PBMS) – Ongoing Operation and Maintenance [Monthly System Operations]

<u>Deliverable Two</u>	<u>Due Date</u>	<u>Compensation</u>
<p>PBMS – Ongoing Operation and Maintenance</p> <p>[Monthly System Operations]</p>	<p>Start: 01/01/2023</p> <p>End: 09/30/2024</p>	<p>Total Compensation not to exceed \$ 2,788,376.56 including NM GRT, to be paid monthly at a rate of approximately:</p> <ul style="list-style-type: none"> • \$132,889.83 per month for 6 months • \$132,735.84 per month for 15 months

Task Item	Subtasks	Description
<p>2.1 Meet Claims Processing Requirements</p>	<p>2.1.1 Provide and Maintain a Pharmacy Benefits Management System (PBMS)</p> <p>2.1.2 Meet the PBMS Specifications</p>	<p>The Contractor shall provide and maintain a Pharmacy Benefits Management System (PBMS) with the capability to process electronic point of sale and paper transactions. The system will be accessible either by POS device or through a provider’s own practice management system. Providers will be responsible for obtaining and paying for required interface equipment, software, switch vendor, telecommunications (phone lines and service; analog, fiber optic, internet service provider, DSL, T-1 lines, etc.) and support services necessary to transmit and receive all data and messaging required under NCPDP standards in effect on given date of service.</p> <p>The Contractor shall provide the following claims processing capabilities through the PBMS:</p> <p>2.1.2.1 The system, including online real-time adjudication of pharmacy claims shall be available twenty-four (5) hours per day, seven (7) days per week for provider billing purposes.</p> <p>2.1.2.2 Payment methodologies shall allow for variable dispensing fees based on provider, refill status, product selection activity by comparing the prescribed NDC to the dispensed NDC; variable limitations on days supply for defined groups of providers or recipients (e.g., Indian Health Service); all federal upper payment limits and restrictions, National Average Drug Acquisition Cost (NADAC), other payment limitations as directed by the Procuring Agency, and the ability to reimburse pharmacies as approved by the Procuring Agency in accordance with applicable federal regulations (42 CFR § 4422.312 and 42 CFR § 4422.313)</p>

Task Item	Subtasks	Description
	<p data-bbox="427 1423 656 1562">2.1.3 Meet Drug Reference Database Specifications</p>	<p data-bbox="678 289 1471 359">applying various co-pay arrangements as defined or approved by the Procuring Agency,</p> <p data-bbox="678 396 1446 537">2.1.2.3 Enforce limitations of program benefits based on client's categories of eligibility, participation in other programs such as hospice and PACE, residence in an institution, or other circumstances that affect client benefits.</p> <p data-bbox="678 579 1479 648">2.1.2.4 Edit pharmacy claims to ensure that only valid claims are paid, including:</p> <p data-bbox="678 690 1487 974">2.1.2.5 Enforcing Procuring Agency payment policies for clients with insurance or other third-party liability; recognizing fee for service claims submitted for members identified to have third-party coverage according to Procuring Agency policies, and the ability to allow providers to submit a third party's carrier identification number and plan/policy numbers for insurance carriers not listed on the Procuring Agency roster.</p> <p data-bbox="678 1016 1479 1199">2.1.2.6 Maintain and support use of therapeutic category codes, therapeutic class codes, generic class spread codes, and therapeutic equivalents for each drug, and using this information to determine payment levels and coverage as directed by the Procuring Agency.</p> <p data-bbox="678 1241 1438 1310">2.1.2.7 Enforce the Procuring Agency's prior authorization policies.</p> <p data-bbox="678 1383 1446 1453">The drug reference in the PBMS shall include the following capabilities and responsibilities:</p> <p data-bbox="678 1495 1455 1635">2.1.3.1 Maintain a master drug table, which will contain an entire list of products available including legend and OTC drugs, as well as supplies and all injectable drugs that have been assigned National Drug Codes (NDCs).</p> <p data-bbox="678 1677 1479 1747">2.1.3.2 Edit all online drug update data to ensure the integrity and quality of the information contained on the drug database.</p> <p data-bbox="678 1789 1398 1858">2.1.3.3 Maintain maximum and minimum daily dosage ranges for drug items.</p>

Task Item	Subtasks	Description
<p>2.2 Meet Prospective Drug Utilization Review (ProDUR) Requirements</p>	<p>2.1.4 Maintain Flexibility of the PBMS</p>	<p>The PBMS must allow sufficient flexibility and adaptability to enforce Procuring Agency Pharmacy Program policies, including allowing different dispositions for different client groups, and for encounter data.</p>
	<p>2.1.5 Design the PBMS to Permit Administrator Overrides</p>	<p>The PBMS must provide the capability to permit overrides for emergencies, life-threatening illnesses, and other situations defined by the Procuring Agency and administered by the Contractor.</p>
	<p>2.1.6 Flexibility of Claims Processing</p>	<p>The PBMS must allow the Contractor's Pharmacy Support Help Desk staff to permit a claim to bypass specific edits when the provider submits an authorization issued by Contractor in accordance with Procuring Agency guidelines.</p>
	<p>2.2.1 Provide Prospective Drug Utilization Review (ProDUR) Capabilities in the PBMS</p>	<p>The PBMS shall provide Prospective Drug Utilization Review (ProDUR) capability from the point-of-sale per 42 CFR § 456.2200-2205, using online real-time intervention at the point-of-sale with clinical edits to detect therapeutic duplication, drug/disease contraindication, drug/drug interaction, incorrect drug dosage, incorrect duration of drug treatment, clinical abuse or misuse, non-compliance/underutilization, excessive utilization, high cost, and not using first drug of choice.</p>
	<p>2.2.2 Meet Detailed PBMS Specifications for ProDUR</p>	<p>The PBMS must include the following ProDUR features:</p> <p>2.2.2.1 The ability to set variable, Procuring Agency-defined look-back periods.</p> <p>2.2.2.2 The ability to allow for the submitting provider to respond to alerts by overriding alerts, reversing the claim submitted, or for ProDUR denials, and to the extent possible using NCPDP standards, clear messaging as to reason for denial and phone number to call for follow-up.</p> <p>2.2.2.3 The ability to set edits which cannot be over-ridden when the potential drug conflict reaches certain Procuring Agency-approved severity or significance levels. To the extent possible using NCPDP standards, the messages will be clear as</p>

Task Item	Subtasks	Description
		<p>to the meaning of each edit and what further actions are available (e.g., “prescriber must contact _____;” “pharmacy must contact _____”).</p> <p>2.2.2.4 Standards and criteria that can be used to lock-in individual recipients and providers for exceptional drug utilization patterns.</p> <p>2.2.2.5 Standards and criteria for review by the Pharmacy and Therapeutics Committee, along with any modifications recommended and approved by the Procuring Agency.</p> <p>2.2.2.6 Training for the Procuring Agency’s staff, for Contractor staff, and for providers on application of ProDUR principles.</p> <p>2.2.2.7 Support for interaction criteria in the system using flexible, statistically significant criteria so that only appropriate alerts/denials are transmitted back to the provider.</p> <p>2.2.2.8 Provide for monthly ProDUR reporting of screening for potential drug therapy problems as outlined in 42 CFR 453.2205(b)(1-22), including drug-drug interactions by level of severity. Reporting will include the ability to sort by pharmacy, alert type, claims paid, claims denied, claims reversed, and number of claims by percent and dollar amount.</p> <p>2.2.2.9 Ability to identify the clinically significant alerts that the Procuring Agency has determined to receive an automatic denial.</p> <p>2.2.2.10 Online or other easily retrievable access to DUR criteria/screening.</p> <p>2.2.2.11 Provide an alert or a denial of a claim for over-utilization or under-utilization of drugs, drugs used in lower than or higher than effective doses, or refill patterns that suggest noncompliance by a patient.</p> <p>2.2.2.12 Provide an alert or a denial of a claim with a drug-use duration exceeding therapy recommendations, or failure to use</p>

Task Item	Subtasks	Description
<p>2.3 Meet Retrospective Drug Utilization Review (RetroDUR) Requirements</p>	<p>2.3.1 Provide Retrospective Drug Utilization Review (RetroDUR) Capabilities</p>	<p>the first drug of choice, but allow payment when appropriate according to criteria.</p> <p>2.2.2.13 Provide an alert or a denial of a claim where there is a prescribed overlap of two drugs from the same therapeutic class or generic class spread, or where drugs have the same or similar ingredients.</p> <p>2.2.2.14 Provide for each such alert or denial to inform the provider of the alert conflict type, alert severity (e.g., minor, major, etc.), and available data related to the alert (e.g., other drug or condition in conflict).</p> <p>2.2.2.15 Allow for online ProDUR responses from providers for Prospective Drug Utilization Review (ProDUR), to meet the requirement that providers enter codes for actions taken in response to drug interaction alerts and warnings and the outcomes of those actions. The POS system will maintain these acknowledgment codes in history, as well as report them in easily sorted electronic format.</p> <p>2.2.2.16 Support for the following technology requirements for ProDUR:</p> <p style="padding-left: 40px;">2.2.2.16.1 An editing process in the system that should be parameter or table-driven to meet the dynamic needs of the Pharmacy and Therapeutics Committee.</p> <p style="padding-left: 40px;">2.2.2.16.2 Online access to DUR criteria/screening tables so that potential changes can be reviewed at Pharmacy and Therapeutics Committee meetings.</p> <p>The PBMS will accommodate interfaces as necessary for Retrospective Drug Utilization Review (RetroDUR) activities through an agent designated by the Procuring Agency and with all Procuring Agency Contractors who may have responsibilities for analyzing information, making recommendation, or otherwise assisting the Procuring Agency with its drug program administration.</p>

Task Item	Subtasks	Description
	<p data-bbox="427 1056 618 1339">2.4.2 Meet Detailed Reporting Specifications for the Drug File Reference Database</p>	<p data-bbox="678 289 1487 573">2.4.1.8 A monthly denied claims summary that will include denial reasons, denial codes, and number and percent from each provider by both individual denial code and aggregate denials as defined by the Procuring Agency. This report will indicate the need for provider education to be undertaken by the appropriate Contractor staff when the percent of claims denied due to provider error exceeds a threshold defined by the Procuring Agency.</p> <p data-bbox="678 621 1406 684">2.4.1.9 Per member per month pharmacy cost summary report.</p> <p data-bbox="678 732 1455 831">2.4.1.10 Report of all members with total monthly pharmacy expenditures greater than a threshold specified by the Procuring Agency.</p> <p data-bbox="678 879 1122 905">2.4.1.11 Member exception report.</p> <p data-bbox="678 953 1442 978">2.4.1.12 Report on the total dollar of paid pharmacy claims.</p> <p data-bbox="678 1056 1471 1234">In addition to reports produced by the MMIS, the PBMS shall produce reports and other output documents in easily sorted, clearly titled, electronic formats, which may be customized to the Procuring Agency's needs on drug file reference database updates and changes, including:</p> <p data-bbox="678 1276 1471 1375">2.4.2.1 Detail and summary reports for each automated table update including the total number of records received, processed, and successfully updated.</p> <p data-bbox="678 1423 1446 1560">2.4.2.2 An exception report that identifies any transactions that were included on the update tape, but had errors or inconsistencies, which prevented the records from being updated.</p> <p data-bbox="678 1608 1487 1780">2.4.2.3 A monthly report, as required by the Centers for Medicare and Medicaid Services, indicating all NDCs that have increased in price by greater than 50%. Drugs included in this report shall indicate NADAC prices in addition to the previous average wholesale price.</p> <p data-bbox="678 1829 1433 1892">2.4.2.4 Audit trails showing before and after data fields for drug tables updated manually.</p>

Task Item	Subtasks	Description
	<p>2.4.3 Meet Detailed RetroDUR Reporting Specifications</p>	<p>In addition to reports produced by the MMIS, the PBMS shall produce reports and other output documents in easily sorted, clearly titled, electronic formats, which may be customized to the Procuring Agency's needs for RetroDUR purposes, including:</p> <p>2.4.3.1 Tracking and reporting on specific drugs, providers, groups of providers, and clients. The Contractor shall use this information to develop client profiles and provider profiles.</p> <p>2.4.3.2 Information to support the Procuring Agency in completing DUR reports as described in Section 198 (g)(3)(D) of the Social Security Act.</p> <p>2.4.3.3 Claim, provider, and recipient files and control reports for the Procuring Agency.</p> <p>2.4.3.4 A monthly summary report that will contain a count of patients whose profiles are being flagged for the current month, a listing of patient names and numbers, and a listing of all drugs that caused profiles to be generated. This report will contain a count of the providers that caused profiles to be flagged and a listing of their names and shall identify what criteria were used.</p> <p>2.4.3.5 Specific patient drug history reports which include a chronological listing of all drugs being taken and summarize the number of prescribers/providers involved in a patient's therapy.</p> <p>2.4.3.6 Drug therapy risk assessment report. This report shall be generated before and after interventions are instituted to determine the impact of the DUR program on drug expenditures and drug therapy induced hospitalizations. This report shall be available at the first Pharmacy and Therapeutics Committee meeting following the generation of the report.</p> <p>2.4.3.7 Quarterly follow-up drug history profiles and reports.</p> <p>2.4.3.8 Provide quarterly educational intervention recommendations and reports based on RetroDUR analyses, including mix of educational interventions.</p>

Task Item	Subtasks	Description
<p>2.5 Operate and Maintain the PBMS</p>	<p>2.5.1 Provide Additional Staff for the PBMS</p>	<p>2.4.3.9 Summarization report of the severity and the number of alerts that have occurred over a given period. Based upon the results of this report, specific reports to display additional detail for any given type or category of alert may be requested by the Procuring Agency.</p> <p>2.4.3.10 Listings of all drug claims and diagnostic information per member and the amount of money involved.</p> <p>2.4.3.11 Quarterly reports for a user-defined period of time (e.g., all DUR activity that occurred between two dates) including alerts and denials by types, quantity, prescribing provider, and pharmacy provider.</p> <p>2.4.3.12 Month-to-date and year-to-date reports on the RetroDUR program.</p> <p>2.4.3.13 Periodic reports on costs and savings of the RetroDUR program.</p> <p>2.4.3.14 Reports based upon pharmacy and physician criteria, such as:</p> <p style="padding-left: 40px;">2.4.3.14.1 NDCs, generic drug codes, or therapeutic classification codes of drugs and specific ICD-10-CM.</p> <p style="padding-left: 40px;">2.4.3.14.2 NDCs, generic drug codes, or therapeutic classification codes and quantities of drugs prescribed by a specific physician or filled by a specific pharmacy.</p> <p>2.4.3.15 Annual DUR report for submission to the Centers for Medicare and Medicaid Services.</p> <p>2.4.3.16 Reports, upon request, that list all ProDUR and RetroDUR alerts encountered for specified members within the last 12 months.</p> <p>The Contractor shall supply the necessary hardware, software, telecommunications and other components and information technology staff support to operate the PBMS.</p>

Task Item	Subtasks	Description
<p>2.6 Modify the PBMS</p>		<p>The Contractor shall have the ability to accommodate existing and future NCPDP standards, accommodate Procuring Agency policies regarding drug program payments and benefits, provide client eligibility verification using NCPDP standards, utilize a preferred drug list as defined by the Procuring Agency, and supply data and information as necessary for the drug rebate data system and functions.</p> <p>The Contractor shall produce and distribute via the EDMS, hard copy, or other Procuring Agency-approved means all production reports proposed as part of the Contractor's PBMS solution.</p> <p>All programming functions for the PBMS are the responsibility of staff assigned to PBMS support, and such staff is in addition to the System Maintenance Unit staff required by Deliverable 1.</p>
	<p>2.5.2 Ensure PBMS Support Staff are Qualified</p>	<p>Programming staff assigned to support the PBMS will be knowledgeable in the system, in the Medicaid Program, and in the business needs and operations of the functional area supported by the system.</p>
	<p>2.6.1 Manage PBMS Revisions</p>	<p>2.6.1.2 The Contractor shall develop, test, and implement software updates, corrections, and enhancements, including but not limited to the following subtasks:</p> <p>2.6.1.2.1 Analyze and size change requests submitted by the Procuring Agency.</p> <p>2.6.1.2.2 Perform software support and error correction.</p> <p>2.6.1.2.3 Comply with the software development, change management and system test requirements contained in Tasks 1.3 and 1.4 of Deliverable 1.</p>
	<p>2.6.2 Modify Claim Edits and Payment Methodologies at No Additional Charge</p>	<p>The Contractor shall modify claim edits and payment methodologies as necessary or as defined by the Procuring Agency when policy or coverage changes are implemented at no additional charge to the Procuring Agency.</p>

Task Item	Subtasks	Description
2.22 Manage Agreed Payment Schedule	2.22.1 Invoice the Procuring Agency According to the Operations Payment Schedule	<p>Contractor shall be paid a fixed monthly rate for delivering these operations, including the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, according to the following schedule:</p> <p>2.22.1.1 Jan 1, 2023 – June 30, 2023 \$132,889.83 2.22.1.2 Jul 1, 2023 – Sept 30, 2024 \$132,735.84</p>

Deliverable 3: Plan of Care Management System (POCMS) – Ongoing Operation and Maintenance [Monthly System Operations]

<u>Deliverable Three</u>	<u>Due Date</u>	<u>Compensation</u>
<p>POCMS – Ongoing Operation and Maintenance</p> <p>[Monthly System Operations]</p>	<p>Start:01/01/2023 End: 09/30/2024</p>	<p>Total Compensation not to exceed \$ 6,073,742.52 including NM GRT to be paid monthly at a rate of approximately:</p> <ul style="list-style-type: none"> • \$289,465.42 per month for 6 months • \$289,130.00 per month for 15 months

Task Item	Subtasks	Description
<p>3.1 Meet Plan of Care Management System’s General Requirements</p>	<p>3.1.1 Provide Appropriate POCMS Architecture</p> <p>3.1.2 Meet Detailed Specifications for POCMS</p>	<p>The Contractor’s Plan of Care Management System (POCMS) may consist of one system with all the functionality required to support Mi Via/SDCB FMA activities or multiple systems (e.g., Palco that interface with each other and provide specific functionality.</p> <p>The POCMS must meet the following general requirements:</p> <p>3.1.2.1 Provide role-based security access and enforce user access, authentication, and authorization using role-based security consistent with Procuring Agency-approved standards.</p> <p>3.1.2.2 Provide automatic password expiration controls and user notifications consistent with Procuring Agency-approved standards.</p> <p>3.1.2.3 Conform to the requirements of Section 508 of the Rehabilitation Act for accessibility to people with disabilities.</p> <p>3.1.2.4 Support browser access using the most current versions of Microsoft Internet Explorer and Mozilla Firefox.</p>
<p>3.2 Meet Service and Support Plan System Requirements</p>	<p>3.2.1 Meet Detailed Specifications for SSP</p>	<p>The POCMS must meet the following requirements for Service and Support Plan (SSP) processing:</p> <p>3.2.1.1 Provide web-based capability for SSP entry, updating, and inquiry to match New Mexico’s SSP form.</p>

Task Item	Subtasks	Description
<p>3.3 Meet Employer, Employee Enrollment and Vendor Enrollment System Requirements</p>	<p>3.3.1 Support Employer, Employee Enrollment and Vendor Enrollment</p>	<p>3.2.1.2 Generate automated email notifications to the Third-Party Assessor (TPA) and appropriate Consultant/Support Broker Agency for pending SSP entries, changes, approvals, and rejections.</p> <p>3.2.1.3 Generate automated email notifications to the TPA and appropriate Consultant/Support Broker Agency for SSPs with insufficient funds for payroll.</p> <p>3.2.1.4 Generate email notifications to the TPA and appropriate Consultant/Support Broker Agency of upcoming SSP expirations.</p> <p>3.2.1.5 Provide queuing and workflow capabilities for handling SSPs.</p> <p>3.2.1.6 Provide mechanism to modify existing SSPs and pend, review, approve, and reject service-level SSP changes.</p> <p>3.2.1.7 Validate participant/member eligibility on a daily basis based on data from the MMIS.</p> <p>3.2.1.8 Store key SSP dates, including but not limited to the date of expiration.</p> <p>3.2.1.9 Track payroll expenditures against SSP and display this data online.</p> <p>3.2.1.10 Provide the ability to produce the SSP as a report.</p> <p>The POCMS must meet the following requirements for support of employer and employee enrollment:</p> <p>3.3.1.1 Provide the capability to print Employer Information Packets and Employee Information Packets with fields pre-populated from POCMS data.</p> <p>3.3.1.2 Provide web-based capability for entry, update, and inquiry of participant or member/employer, employee/vendor, Contractor, and Consultant /Support Broker Agency data.</p> <p>3.3.1.3 Provide web-based capability for entry, update, and inquiry of information packet data.</p>

Task Item	Subtasks	Description
<p>3.4 Meet Timesheet and Payment Request System Requirements</p> <p>3.5 Meet Payroll and Financial System Requirements</p>	<p>3.4.1 Meet Detailed Timesheet and Payment Request Specifications</p> <p>3.5.1 Meet Detailed Payroll and Financial</p>	<p>3.3.1.4 Provide web pages for entry and inquiry of employee changes and separations.</p> <p>3.3.1.5 Provide web pages to store license information, license indicators, and expiration dates.</p> <p>3.3.1.6 Provide online indicators for participants/members entering and leaving Mi Via/SDCB program.</p> <p>The POCMS must meet the following requirements for timesheet and payment request processing:</p> <p>3.4.1.1 Provide web-based capability for electronic timesheet submission, payment requests, and mileage reimbursements.</p> <p>3.4.1.2 Provide online editing to ensure that employees and Contractors do not report more than 21 hours per week on submitted timesheets.</p> <p>3.4.1.3 Provide web-based capability for approving or rejecting timesheet submissions, payment requests, and mileage reimbursements.</p> <p>3.4.1.4 Provide online editing to enforce existing and updated participant/member eligibility, total SSP annual amounts remaining, and employee/vendor validity as part of automated timesheet approval.</p> <p>3.4.1.5 Provide capability to print timesheet submissions, payment requests, and mileage reimbursements.</p> <p>The POCMS must meet the following payroll and financial processing requirements:</p> <p>3.5.1.1 Provide automated controls for accumulating, validating, and controlling historical expenditures on behalf of the participant/member, including New Mexico policy limits on environmental modifications.</p>

Task Item	Subtasks	Description
	Processing Specifications	<p>3.5.1.2 Generate payments based on approved timesheets and invoices, including retroactive timesheets.</p> <p>3.5.1.3 Process and pay all correctly and timely submitted Mi Via/SDCB timesheets in the next scheduled timesheet payment cycle and all correctly and timely submitted Mi Via/SDCB invoices in the next scheduled invoice payment cycle unless the processing delay was beyond the Contractor's control.</p> <p>3.5.1.4 Compute deductions, gross wages, and net wages due to employees, including deductions for retroactive recoveries.</p> <p>3.5.1.5 Maintain payroll and payment information.</p> <p>3.5.1.6 Generate payroll reports for participants/members, employee, vendors, and the Procuring Agency.</p> <p>3.5.1.7 Maintain financial data to help support an annual reconciliation and reimbursement process for Federal Insurance Contributions Act (FICA), State Unemployment Tax Act (SUTA) and Federal Unemployment Tax Act (FUTA) dollars.</p> <p>3.5.1.8 Provide a debit card option for all SDCB employees, participants, employers, and vendors. The Money Network Payroll Debit Card (MNC) allows Contractor to load funds for payroll and other goods/services via Automated Clearing House (ACH) to a card that has been issued in that individual's name.</p> <p>3.5.1.9 Establish debit card program using Money Network Card (MNC) as follows:</p> <p>3.5.1.9.1 Produce and publish a Pay Selection Form with information and consent of the employee and employer for MNC selection and activation</p> <p>3.5.1.9.2 Process Pay Selection Forms submitted by employee and employer during either time of enrollment or at a later date</p> <p>3.5.1.9.3 Contractor will enter details from Pay Selection form and select a temporary paper check</p> <p>3.5.1.9.4 Process MNC requests from spreadsheet daily to obtain account and routing details from MNC</p>

Task Item	Subtasks	Description
		<p>3.5.1.9.5 Staff will enter details into the Contractor's or Contractor's Sub-Contractor's payroll and financial management system under the individual's account</p> <p>3.5.1.9.6 Once card is received and activated, individual will contact Contractor customer support to confirm receipt of card and details (account and routing numbers)</p> <p>3.5.1.9.7 Contractor will update pay type for that individual in the system to reflect MNC</p> <p>3.5.1.9.8 Once payment type is updated to reflect MNC, the system will process payment files delivered via Automated Clearing House (ACH) to the individual's MNC for all approved payments</p> <p>3.5.1.10 MNC is issued by Contractor or Contractor's Sub-Contractor in the individual's name for security of the card and to migrate the risk that a card may be shared with others. MNC allows capability for the system to issue funds for other goods and services, including payment for approved purchases and payments.</p> <p>3.5.1.11 Contractor will process Sub-Contractor payment requests and authorizations in the system.</p> <p>3.5.1.11.1 Sub-Contractor will issue ACH payment for allotted amount to the MNC on file for that individual based on the established payroll schedule</p> <p>3.5.1.11.2 Contractor will request verification or purchase form with receipt for records following payment being issued.</p> <p>3.5.1.12 Contractor will honor any existing deposit accounts transferred during the data transition that contain a valid routing and account number. If account details provided in the data transfer are found to be invalid for deposits, Sub-Contractor will require a pay selection form be completed to designate a new deposit account or allow for election of a MNC.</p> <p>3.5.1.13 Existing employees, employers, participants, or vendors of SDBC who do not have a MNC and wish to obtain one for processing of payments outside of payroll can request one by submitting a pay selection form to Contractor or Contractor's Sub-Contractor, at the direction of Contractor.</p>

Task Item	Subtasks	Description
3.6 Meet MMIS Interface Requirements	3.6.1 Meet Detailed Plan of Care Management System (POCMS) Specifications for MMIS Interface	<p>The POCMS must meet the following MMIS interface requirements:</p> <p>3.6.1.1 Maintain an interface with the MMIS to update participant/member eligibility data.</p> <p>3.6.1.2 Produce X12 818P claims and adjustments to reimburse payroll payments on behalf of participants/members, including adjustments for retroactive financial transactions, and submit those claims to the MMIS for processing.</p> <p>3.6.1.3 Maintain an interface with the MMIS to receive paid claims to support automated reconciliation with 818P claims submitted to the MMIS.</p> <p>3.6.1.4 Generate reports to identify discrepancies from the claim reconciliation process, including claims denied or suspended by the MMIS.</p> <p>3.6.1.5 Provide online inquiry into 818P claims produced and reconciliation results with MMIS paid claims.</p> <p>The POCMS must meet the following reporting requirements:</p>
3.7 Meet Mi Via/SDCB FMA Reporting Requirements	3.7.1 Meet Detailed Mi Via/SDCB FMA Specifications	<p>3.7.1.1 Generate monthly Per Member Per Month (PMPM) reports.</p> <p>3.7.1.2 Generate monthly participant or member/employer reports.</p> <p>3.7.1.3 Generate data to support the Procuring Agency's CMS-182 reporting.</p> <p>3.7.1.4 Generate operational reports to support timesheet and payroll processing.</p> <p>3.7.1.5 Generate utilization and analysis reports to support program management.</p> <p>3.7.1.6 Generate all IRS and New Mexico payroll, income tax, and workers compensation forms, reports, and data for employees and vendors, including but not limited to W-2 and 1099 forms.</p>

Task Item	Subtasks	Description
<p>3.8 Operate and Maintain POCMS</p>	<p>3.8.1 Provide All POCMS Operations, Infrastructure and Staff</p> <p>3.8.2 Produce and Distribute POCMS Production Reports</p> <p>3.8.3 Provide Additional Staff for POCMS Support</p> <p>3.8.4 Ensure POCMS Support Staff are Qualified</p>	<p>The Contractor shall operate and maintain a POCMS according to the specifications proposed by the Contractor and accepted by the Procuring Agency.</p> <p>3.8.1.1 The Contractor shall supply the necessary hardware, software, telecommunications and other components and information technology staff support to operate the POCMS.</p> <p>3.8.2.1 The Contractor shall produce and distribute via the EDMS, hard copy, or other Procuring Agency-approved means all production reports proposed as part of the Contractor's POCMS solution.</p> <p>3.8.3.1 All programming functions for the POCMS are the responsibility of staff assigned to POCMS support and such staff is in addition to the System Maintenance Unit staff required by Deliverable 1.</p> <p>3.8.4.1 Programming staff assigned to support the POCMS will be knowledgeable in the system, in the Medicaid Program, and in the business needs and operations of the functional area supported by the system.</p>
<p>3.9 Modify POCMS</p>	<p>3.9.1 Manage POCMS Revisions</p>	<p>The Contractor shall develop, test, and implement software updates, corrections, and enhancements, including but not limited to the following subtasks:</p> <p>3.9.1.1 Analyze and size change requests submitted by the Procuring Agency.</p> <p>3.9.1.2 Perform software support and error correction.</p> <p>3.9.1.3 Comply with the software development, change management and system test requirements contained in Tasks 1.3 and 1.4 of Deliverable 1.</p>

Task Item	Subtasks	Description
<p>3.10 Meet Electronic Visit Verification Requirements (EVV)</p>	<p>3.10.1 Meet EVV Implementation Requirements</p>	<p>CONTRATOR will set-up, prepare, and test the technology required for its performance of this Scope of Work, including the Financial Management System (“FMS”) Web-based System and EVV system requirements identified herein.</p> <p>3.10.1.1 Contractor will coordinate as necessary with Fiserv, the statewide EVV Contractor for New Mexico that is responsible for configuring and implementing the AuthentiCare solution for the SDCB program, on the interface between the Contractor’s MMIS and Fiserv’s AuthentiCare system subject to prior mutual agreement between Procuring Agency and Contractor on price, schedule, scope, resource, performance, SLA, and/or any other impacts (if any) of such coordination activities.</p> <p>3.10.2.1 EVV Solution will capture the following six required points of data as required by the 21st Century Cures Act in effect as of the date of this amendment:</p> <ul style="list-style-type: none"> 3.10.2.1.1 Type of service performed 3.10.2.1.2 Individual receiving services 3.10.2.1.3 Individual providing services 3.10.2.1.4 Date of the service 3.10.2.1.5 Location of the service 3.10.2.1.6 Time the service begins and ends <p>3.10.3.1 EVV Technology Options</p> <ul style="list-style-type: none"> 3.10.3.1.1 Make available to users the Contractor’s or Contractor’s Sub-Contractor’s telephony that will allow employees of SDCB to call a toll-free number and complete the check-in and check-out process via the participant’s landline or mobile phone. 3.10.3.1.2 Provide a mobile application that will allow the employees to check-in and check-out via a smart device. Contractor OR Contractor’s Sub-contract will preregister the device to capture accurate location integration with GPS technology. The mobile application shall be compatible with Android and iOS Operating Systems. The mobile application shall be available in English and Spanish, and for both

Task Item	Subtasks	Description
		<p>Android and iOS. The mobile application shall provide the ability for employees to check-in and check-out when there is no land line or cell coverage (Limited Service Zones). The mobile application will store encrypted visit data for delayed transmission (store and forward) and automatically transmit this data when WiFi or cellular coverage is detected.</p> <p>3.10.3.1.3 Operate and maintain a third-party online time submission portal for review, edit and approval of time submissions received by employees of SDCB program. Notwithstanding anything to the contrary, the Procuring Agency shall not have any access, use, or other rights to the third-party portal except if and to the extent the third-party has granted such rights to the Procuring Agency directly or in its agreement with Contractor.</p> <p>3.10.3.1.4 Time entries will be batch uploaded to the online time submission portal by Contractor daily for employee and employer review and submission.</p> <p>3.10.3.1.5 Neither platform will include a scheduling feature, all services will be captured via the unscheduled visit feature to remain in line with the philosophy of self-direction and maintaining employer authority.</p> <p>3.10.3.1.6 Intentionally omitted.</p> <p>3.10.4 User Registration</p> <p>3.10.4.1 Produce registrations forms, training materials, user guides and instructions for users regarding both the mobile application and telephony</p> <p>3.10.4.2 Publish all registration materials on the Contractor website</p> <p>3.10.4.3 Contractor will distribute, collect and process EVV Registration Forms and enter data into Contractor portal in accordance with the policies and procedures established by Contractor and the Procuring Agency.</p> <p>3.10.4.4 Contractor will be responsible for collecting registration forms received from SDCB Employees and Employers (“EE”) and entering the data from the forms in the Contractor’s or Contractor’s Sub-Contractor FMS for both new and transitioning EEs.</p> <p>3.10.4.5 Contractor will enter the EEs valid and unique e-mail address.</p>

Task Item	Subtasks	Description
<p>3.11 Manage Agreed Payment Schedule</p>	<p>3.11.1 Invoice the Procuring Agency According to the Operations Payment Schedule</p>	<p>3.10.4.6 Contractor will enter the device ID (EE’s cell phone) or participant’s landline during the enrollment process (Intake).</p> <p>3.10.4.7 Contractor also will update changes to services and budgets in the Care Management Portal (CMP)</p> <p>3.10.4.8 Contractor will register all Employee of Record (“EOR”) and EEs with Contractor’s payment application for both new and existing EEs.</p> <p>3.10.4.9 Interactive Voice Response (IVR) registration will be completed by the EEs and entered into the Contractor’s CMP system.</p> <p>3.10.4.10 Contractor will issue credentials to the EE end user for access to the portal and EVV mobile application.</p> <p>Contractor shall be paid a fixed monthly rate per member, per month (PMPM) for Electronic Visit Verification Requirements (EVV), including the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, according to the following schedule:</p> <p>3.11.1.1 Jan 1, 2023 – Jun 30, 2023 \$289,465.42</p> <p>3.11.1.2 Jul 1, 2023 – Sept 30, 2024 \$289,130.00</p>

Deliverable 4: Drug Rebate System – Ongoing Operation and Maintenance [Monthly System Operations]

<u>Deliverable Four</u>	<u>Due Date</u>	<u>Compensation</u>
<p>Drug Rebate System – Ongoing Operation and Maintenance</p> <p>[Monthly System Operations]</p>	<p>Start: 01/01/2023</p> <p>End: 09/30/2024</p>	<p>Total Compensation not to exceed \$ 419,416.84 including NM GRT, to be paid monthly at a rate of approximately:</p> <ul style="list-style-type: none"> • \$19,988.77 per month for 6 months • \$19,965.61 per month for 15 months

Task Item	Subtasks	Description
<p>4.1 Accommodate Required Drug Rebate Inputs</p>	<p>4.1.1 Accommodate Each Input Specified for the Drug Rebate System</p>	<p>The Drug Rebate System shall accommodate the following inputs:</p> <p>4.1.1.1 Federal Centers for Medicare and Medicaid Services listing of Manufacturers with Drug Rebate Agreements.</p> <p>4.1.1.2 Centers for Medicare and Medicaid Services listing of quarterly rebate unit amounts.</p> <p>4.1.1.3 Pharmacy claims extracts.</p> <p>4.1.1.4 Weekly interest rates (based on U.S. Treasury bills).</p>
<p>4.2 Provide Required Drug Rebate Functionality</p>	<p>4.2.1 Meet Detailed Specifications for the Drug Rebate System</p>	<p>The Drug Rebate system must:</p> <p>4.2.1.1 Provide online access to pharmacy claims, the Centers for Medicare and Medicaid Services listing of Manufacturers with Drug Rebate Agreements, Centers for Medicare and Medicaid Services listing of quarterly rebate amounts, quarterly rebate invoiced amounts at the NDC Level, and other data as directed by the Procuring Agency.</p> <p>4.2.1.2 Support rebate updating for specific drugs and also at the manufacturer (labeler) level across all NDCs for that manufacturer when labelers submit updated or revised pricing.</p> <p>4.2.1.3 Maintain the pharmacy rebate agreement data online.</p>

Task Item	Subtasks	Description
		<p>4.2.1.4 Calculate quarterly rebate amounts due based on number of units per NDC from pharmacy claims and the Centers for Medicare and Medicaid Services listing of quarterly unit rebate amounts.</p> <p>4.2.1.5 Provide an automated method of checking invoices to determine whether any unit rebate amounts are zero and provide an electronic report that identifies rebate amounts equal to zero and send it to the Procuring Agency.</p> <p>4.2.1.6 Provide an automatic default of the unit rebate amount to the most recently paid rebate amount to address disputes unless that most recently paid rebate amount is zero.</p> <p>4.2.1.7 Provide the capability for inclusion of unit type conversion factors for drug unit type mismatches between the pharmacy claim unit types paid, and the drug manufacturer unit rebate amount types on the Centers for Medicare and Medicaid Services rebate list.</p> <p>4.2.1.8 Provide the ability to compare invoices to remittance advices returned by the manufacturer to determine which NDC line item is in dispute by providing an electronic version of all line items included in the quarterly invoice.</p> <p>4.2.1.9 Recalculate invoices if the amount the manufacturer submits is different from the invoice and judged to be correct.</p> <p>4.2.1.10 Identify inconsistencies between the rebate amount due and the amount paid to the pharmacy and flag the inconsistencies for review subject to Procuring Agency guidelines.</p> <p>4.2.1.11 Provide Procuring Agency staff with a method of extracting claims and other documentation for NDC line items that are in dispute via electronic media.</p> <p>4.2.1.12 Provide the capability to accept fractional and decimal amounts in the unit field to six digits to the right of the decimal point.</p> <p>4.2.1.13 Calculate interest on quarterly rebate amounts due. Interest will begin to accrue on the thirty-ninth day after the day of mailing the quarterly rebate invoices.</p>

Task Item	Subtasks	Description
		<p>4.2.1.14 Reconcile amounts paid to amounts invoiced by NDC line items.</p> <p>4.2.1.15 Provide the capability to invoice manufacturers electronically.</p> <p>4.2.1.16 Provide the capability to accept payments from the drug manufacturers electronically.</p> <p>4.2.1.17 Provide the capability to transmit requested detailed drug claim listings electronically as requested by the Procuring Agency via a query or ad hoc request.</p> <p>4.2.1.18 Provide the capability for the Procuring Agency to access and download drug rebate information electronically in a file type directed by the Procuring Agency.</p> <p>4.2.1.19 Maintain a drug manufacturer data set for processing drug rebate claims. The data set will be accessible to the Procuring Agency online and will include the following information at a minimum: manufacturer ID, manufacturer name, manufacturer labeler code, mailing address, legal name and phone numbers, effective date (start of calendar quarter in which the manufacturer begins participation), financial contact and phone numbers, technical contact and phone numbers, date agreement becomes effective, retroactive indicator, invoice media indicator, and stop dates.</p> <p>4.2.1.20 Maintain multiple effective date spans on the drug manufacturer records. Multiple segments are required to identify situations where a manufacturer becomes ineligible to participate in the Drug Rebate program for a period of time (as identified by the Centers for Medicare and Medicaid Services).</p> <p>4.2.1.21 Validate for consistency of measurement units between the Centers for Medicare and Medicaid Services and MMIS drug reference data and provide automated conversions where specified by the Procuring Agency.</p> <p>4.2.1.23 Provide the capability (if applicable) to separately identify drug rebate amounts by program.</p>

Task Item	Subtasks	Description
		<p>4.2.1.24 Provide the capability to exclude specified drugs from drug rebate information processing based on Procuring Agency-defined criteria.</p> <p>4.2.1.25 Provide the capability to perform batch and online updates to drug manufacturer data and to identify the sources of the updates.</p> <p>4.2.1.26 Capture address and other information (including last change date) supplied on the quarterly tape from the Centers for Medicare and Medicaid Services.</p> <p>4.2.1.27 Provide the capability to track pharmacy claims for Drug Rebate reporting by manufacturer via a desktop application. This will allow the Procuring Agency to derive claims level data based upon the Drug Rebate report application.</p> <p>4.2.1.28 Maintain a process to track Drug Rebate activities by NDC by manufacturer, including billing for manufacturers and tracking collection of rebates.</p> <p>4.2.1.29 Provide the capability to automatically determine the amounts of rebates due from each manufacturer, based on NDC codes, drug quantity units on paid pharmacy claims (both original and adjusted claims), rebate amounts, interest, and prior period adjustments per unit received from the Centers for Medicare and Medicaid Services.</p> <p>4.2.1.30 Provide the capability to manually enter and report on corrections to the NDC level on drug rebate invoices.</p> <p>4.2.1.31 Provide the capability to manually correct invoice records to the NDC level to support the dispute resolution process.</p> <p>4.2.1.32 Maintain original and corrected invoice information at the NDC level.</p> <p>4.2.1.33 Maintain an audit trail of all changes made to invoices and flag invoice records that have been changed to facilitate future processing.</p> <p>4.2.1.34 Provide the capability to display original and corrected records on reports defined by the Procuring Agency.</p>

Task Item	Subtasks	Description
		<p>4.2.1.35 Create an electronic Drug Rebate Accounts Receivable report automatically when the drug manufacturer invoices are produced.</p> <p>4.2.1.36 Provide the capability to transmit Accounts Receivable and balances to the Procuring Agency's Accounting System as required.</p> <p>4.2.1.37 Maintain a mechanism to identify providers that are public health service entities (as identified by the Centers for Medicare and Medicaid Services) that have separate agreements with manufacturers under the Veterans Health Care Act of 1992 and subsequent amendments, with effective dates. It is very important that these entities are not invoiced.</p> <p>4.2.1.38 Provide the capability to exclude from drug rebate invoices those units paid to public health service entities that have separate drug rebate agreements with manufacturers under the Veterans Health Care Act of 1992 and subsequent amendments.</p> <p>4.2.1.39 Provide the capability to perform online changes to Accounts Receivable information, including the amount owed. The online changes may be made by the Procuring Agency's Fiscal Management Bureau and by the Procuring Agency's Drug Rebate Analyst.</p> <p>4.2.1.40 Maintain the following information on the drug rebate accounts receivable by Labeler or by NDC including labeler number, original invoice amount, invoiced units/paid units, paid amount and date, applicable rebate quarter, adjusted invoice amount (multiple segments with dates), adjustment codes, additional payments (multiple segments with payment dates), interest charges, write-off reason, write-off amount and date, balance amount.</p> <p>4.2.1.41 Maintain an automated drug rebate dispute tracking system. This system should track by labeler and by NDC, the manufacturer name, number, invoiced amount, invoiced quantity, manufacturer's paid quantity for the NDC, unpaid quantity (positive or negative), rebate amount per unit, unpaid rebate amount, dispute reason, interest owed, and quarter.</p>

Task Item	Subtasks	Description
		<p>4.2.1.42 Provide the capability to receive manufacturers' dispute information electronically.</p> <p>4.2.1.43 Maintain the capability to merge pharmacy claims with provider table records for dispute resolution.</p> <p>4.2.1.44 Maintain an electronic table of all paid pharmacy claims for disputed products (NDCs) for the rebate quarter under review to facilitate dispute research.</p> <p>4.2.1.45 Add Drug Rebate data to the Data Warehouse equivalent.</p> <p>4.2.1.46 Generate prescription/invoice request reports to billing pharmacies for the purpose of requesting information on claims for disputed products.</p> <p>4.2.1.47 Provide the capability to override recoupments in accordance with criteria provided by the Procuring Agency.</p> <p>4.2.1.48 Provide the capability to automatically recalculate the utilization for each disputed NDC for all manufacturers after all adjustments have been recorded.</p> <p>4.2.1.49 Provide an automated mechanism to subject each disputed prescription to a series of queries that compare the billed amount, quantity paid, and system-calculated allowed amount (the maximum amount the Procuring Agency will pay of the prescription) in order to identify the universe of claims for disputed products.</p> <p>4.2.1.50 Provide the capability to track and process prior period adjustments.</p> <p>4.2.1.51 Maintain an automated tickler file to track Drug Rebate disputes. This will provide information on non-responding manufacturers.</p> <p>4.2.1.52 Maintain a process to calculate and apply interest to Accounts Receivable based on drug rebates due to the Procuring Agency from manufacturers.</p>

Task Item	Subtasks	Description
<p>4.3 Meet Drug Rebate Reporting Requirements</p>	<p>4.3.1 Meet Detailed Specifications for Drug Rebate Reporting</p>	<p>4.2.1.53 Accept data and calculate drug rebates for NDC codes that may be submitted on CMS-1500 and UB-04 forms and 818P and 818I claims.</p> <p>4.2.1.54 The Drug Rebate System shall have the functionality to convert HCPCS codes for injectable items to NDC codes and claim the drug rebate when a direct one-to-one association can be established between a HCPCS code and an NDC code.</p> <p>The Drug Rebate system must provide the following outputs:</p> <p>4.3.1.1 Drug rebate reports (for the Procuring Agency and for manufacturers) in electronic formats as well as on paper.</p> <p>4.3.1.2 Reports and bills to manufacturers on rebate details and amounts due.</p> <p>4.3.1.3 Reports to track rebate recoveries.</p> <p>4.3.1.4 Detail drug claims listing reports.</p> <p>4.3.1.5 Drug rebate dispute spreadsheets and reports</p> <p>4.3.1.6 Reports on the effects of drug rebate dispute claim adjustments on aggregate utilization by quarter.</p> <p>4.3.1.7 Updated utilization summaries on disputed products with information specified by the Procuring Agency.</p> <p>4.3.1.8 Periodic reports on current and past Accounts Receivable information for each drug manufacturer.</p> <p>4.3.1.9 Reports on interest billed and collected as imputed by the Procuring Agency.</p> <p>4.3.1.10 Reports on payment discrepancies and disputes with manufacturers.</p> <p>4.3.1.11 Reports on drugs excluded from the drug rebate invoice process.</p>

Task Item	Subtasks	Description
<p>4.4 Operate and Maintain Drug Rebate System</p>	<p>4.4.1 Provide All Drug Rebate System (DRS) Operations, Infrastructure & Staff Support</p>	<p>4.3.1.12 Reports to billing pharmacies requesting information on claims for disputed products. These reports will include dates of service, beneficiaries, and prescription numbers. The NDCs and the quantities billed will not be included on these reports. These reports will be used to confirm the accuracy of the claims data; it will be the providers' responsibility to review their records to ascertain that the quantities billed and NDCs are accurate on the claims.</p> <p>4.3.1.13 Letters to manufacturers to accompany invoices.</p> <p>4.3.1.14 Interest statements to manufacturers. These statements will accompany the invoices.</p> <p>4.3.1.15 Manufacturer drug rebate invoices in both electronic format, with Procuring Agency capability to update pricing information, drug exclusions and contact information, and in paper format.</p> <p>4.3.1.16 Reports showing amounts rebated compared to amounts paid by manufacturers by NDC quarter by line item.</p> <p>4.3.1.17 Summary reports of Drug Rebate dispute amounts by dispute code by drug manufacturer labeler code.</p> <p>4.3.1.18 Quarterly drug rebate information in a form compatible with CMS-64 reporting requirements.</p> <p>4.3.1.19 A utilization file, transmitted to CMS quarterly, of all invoices including prior quarter adjustments and adjustments resulting from dispute resolutions and claim unit changes.</p> <p>The Contractor shall operate and maintain a Drug Rebate System according to the specifications proposed by the Contractor and accepted by the Procuring Agency.</p> <p>4.4.1.1 The Contractor shall supply the necessary hardware, software, telecommunications and other components and information technology staff support to operate the Drug Rebate System.</p>

Task Item	Subtasks	Description
4.5 Modify Drug Rebate System	4.4.2 Produce and Distribute DRS Reports and Bills	<p>The Contractor shall produce and distribute via the EDMS, hard copy, or other Procuring Agency-approved means all reports and bills relating to drug rebates proposed as part of the Contractor’s Drug Rebate System solution.</p>
	4.4.3 Generate DRS Utilization Summary Reports	<p>The Contractor shall generate updated utilization summary reports for disputed products and submit the reports to the Procuring Agency.</p>
	4.4.4 Transfer DRS Files from Point of Sale System	<p>The Contractor shall transfer files from the Point of Sale (POS) System in an agreed upon format required to accomplish drug rebate tasks.</p>
	4.4.5 Provide Additional Staff for DRS System Support	<p>All programming functions for the Drug Rebate System are the responsibility of staff assigned to Drug Rebate System support and such staff is in addition to the System Maintenance Unit staff required by Deliverable 2.</p>
	4.4.6 Ensure DRS Rebate System Support Staff are Qualified	<p>Programming staff assigned to support the Drug Rebate System will be knowledgeable in the system, in the Medicaid Program, and in the business needs and operations of the functional area supported by the system.</p>
	4.5.1 Manage DRS Revisions Management	<p>The Contractor shall develop, test, and implement software updates, corrections, and enhancements, including but not limited to the following subtasks:</p> <p>4.5.1.1 Analyze and size change requests submitted by the Procuring Agency.</p> <p>4.5.1.2 Perform software support and error correction.</p> <p>4.5.1.3 Comply with the software development, change management and system test requirements contained in Tasks 1.3 and 1.4 of Deliverable 1.</p> <p>Contractor shall be paid a fixed monthly rate for delivering these operations, including the applicable New Mexico Gross</p>

Task Item	Subtasks	Description
4.6 Manage Agreed Payment Schedule	4.6.1 Invoice the Procuring Agency According to the Operations Payment Schedule	Receipts Tax (NM GRT) for that month, according to the following schedule: 4.6.1.1 Jan 1, 2023 – Jun 30, 2023 \$19,988.77 4.6.1.2 Jul 1, 2023 – Sept 30, 2024 \$19,965.61

Deliverable 5: Automated Voice Response System (AVRS) – Ongoing Operation and Maintenance [Monthly System Operations]

<u>Deliverable Five</u>	<u>Due Date</u>	<u>Compensation</u>
<p>AVRS – Ongoing Operation and Maintenance</p> <p>[Monthly System Operations]</p>	<p>Start: 01/01/2023</p> <p>End: 09/30/2024</p>	<p>Total Compensation not to exceed \$ 32,700.33 including NM GRT, to be paid monthly at a rate of approximately:</p> <ul style="list-style-type: none"> • \$1,558.45 per month for 6 months • \$1,556.64 per month for 15 months

Task Item	Subtasks	Description
<p>5.1 Meet Automated Voice Response System Requirements</p>	<p>5.1.1 Implement an AVRS</p>	<p>The Contractor shall support the Automated Voice Response System (AVRS), per procuring agency, that enables providers and clients to perform specific functions.</p> <p>The AVRS must include sufficient ports to meet the performance standards of the Procuring Agency.</p>
	<p>5.1.2 Provide Sufficient Ports for AVRS</p>	<p>The AVRS must include the following functionality for providers:</p>
	<p>5.1.3 Meet Detailed Specifications for the AVRS</p>	<p>5.1.3.1 The AVRS must allow providers to verify client eligibility for a single date of service, including category of eligibility, managed care enrollment, lock-in, other insurance, and Medicare coverage. Eligibility may be obtained by entering the client ID number, the card control number, or both the Social Security Number and date of birth.</p> <p>5.1.3.2 The AVRS must allow providers to obtain the amount of their most recent weekly payment amount.</p> <p>5.1.3.3 The AVRS must allow providers to obtain the status of a claim by entering the claim’s Transaction Control Number (TCN) or both the client ID number and date of service. The AVRS must include the following functionality for clients:</p>
	<p>5.1.3.4 AVRS client functions must support English and Spanish language prompts.</p>	

Task Item	Subtasks	Description
5.2 Operate and Maintain AVRS	5.2.1 Provide All AVRS Operations, Infrastructure & Staff Support	<p>5.2.1.1 The Contractor shall operate and maintain an AVRS according to the specifications proposed by the Contractor and accepted by the Procuring Agency.</p> <p>5.2.1.2 The Contractor shall supply the necessary hardware, software, telecommunications and other components and information technology staff support to operate the AVRS.</p>
	5.2.2 AVRS Production Reports	<p>The Contractor shall produce and distribute via the EDMS, hard copy, or other Procuring Agency-approved means all production reports proposed as part of the Contractor's AVRS solution.</p>
	5.2.3 Provide Additional Staff for AVRS Support	<p>All programming functions for the AVRS are the responsibility of staff assigned to AVRS support and such staff is in addition to the System Maintenance Unit staff required by Deliverable 1.</p>
	5.2.4 Ensure AVRS Support Staff are Qualified	<p>Programming staff assigned to support the AVRS will be knowledgeable in the system, in the Medicaid Program, and in the business needs and operations of the functional area supported by the system.</p>
	5.2.5 Ensure AVRS Maintains Agreed Service Level	<p>The Contractor shall ensure that the AVRS is operational twenty-four (5) hours per day, seven (22) days per week with maintenance and support downtime for the AVRS scheduled for the low utilization periods when OmniCaid is also scheduled for maintenance and support.</p>
	5.2.6 Minimize AVRS Busy Signals and Wait Time	<p>The Contractor shall ensure there are sufficient incoming lines to access AVRS so that no more than 5% of incoming calls ring busy. The average wait time shall not exceed two (2) minutes. The AVRS will allow for a provider to hold until a connection is made. The call completion rate shall not be below 90%.</p>

Task Item	Subtasks	Description
<p>5.3 Modify AVRS</p>	<p>5.2.7 Provide AVRS Weekly Reports</p> <p>5.3.1 Manage AVRS Revisions</p>	<p>The Contractor shall provide to the Procuring Agency weekly reports containing AVRS call statistics identifying total calls, completed calls, abandoned calls, average time on call, and average wait time. The reports shall be provided in a Procuring Agency-approved format.</p> <p>The Contractor shall develop, test, and implement software updates, corrections, and enhancements, including but not limited to the following subtasks:</p> <p>5.3.1.1 Analyze and size change requests submitted by the Procuring Agency.</p> <p>5.3.1.2 Perform software support and error correction.</p> <p>5.3.1.3 Comply with the software development, change management and system test requirements contained in Tasks 1.3 and 1.4 of Deliverable 1.</p>
<p>5.4 Manage Agreed Payment Schedule</p>	<p>5.4.1 Invoice the Procuring Agency According to the Operations Payment Schedule</p>	<p>Contractor shall be paid a fixed monthly rate for delivering these operations, including the applicable NM GRT) for that month, according to the following schedule:</p> <p>5.4.1.1 Jan 1, 2023 – Jun 30, 2023 \$1,558.45</p> <p>5.4.1.2 Jul 1, 2023 – Sept 30, 2024 \$1,556.64</p>
<p>5.5 The Contractor shall work with the Procuring Agency's</p>		<p>The Contractor shall work with the Procuring Agency's Consolidated Customer Service Center vendor to modify the AVRS based on specifications proposed by the Contractor and the Procuring Agency's Consolidated Customer Service Center vendor and approved by the Procuring Agency. The Procuring</p>

Task Item	Subtasks	Description
Consolidated Customer Service Center vendor to modify the AVRS		Agency may request additional changes to the AVRS. For any work performed under this Section, Conduent will develop a change request and associated fees for review and approval by the Procuring Agency.

Deliverable 6: Electronic Document Management System (EDMS) – Ongoing Operation and Maintenance [Monthly System Operations]

<u>Deliverable Six</u>	<u>Due Date</u>	<u>Compensation</u>
<p>EDMS – Ongoing Operation and Maintenance</p> <p>[Monthly System Operations]</p>	<p>Start:01/01/2023</p> <p>End: 09/30/2024</p>	<p>Total Compensation not to exceed \$462,534.05 including NM GRT, to be paid monthly at a rate of approximately:</p> <ul style="list-style-type: none"> • \$22,043.68 per month for 6 months • \$22,018.13 per month for 15 months

Task Item	Subtasks	Description
6.1 Provide an EDMS	<p>6.1.1 Store EDMS Images in Approved File Format</p> <p>6.1.3 Provide an ERM Repository</p> <p>6.1.4 Provide EDMS Access Security</p> <p>6.1.5 Comply with Specified New Mexico Administrative Codes</p>	<p>The Contractor shall support an Electronic Document Management System (EDMS) that performs scanning, image storage and retrieval, and optical character recognition of submitted claims.</p> <p>Images shall be stored in an industry-standard, Procuring Agency-approved format that is not restricted to a specific platform or system in order to permit their transfer to another EDMS.</p> <p>6.1.3.1 The EDMS must include an Enterprise Report Management (ERM) repository, formerly known as “Computer Output to Laser Disc” (COLD), to provide storage and retrieval for all MMIS reports.</p> <p>6.1.3.2 The ERM repository shall provide for easy access and search keys in order to locate specific data amid a large number of reports.</p> <p>6.1.3.3 The Contractor shall provide sufficient storage capacity so that reports may be retained in the ERM repository indefinitely.</p> <p>The EDMS must incorporate security features restricting access to authorized Contractor and Procuring Agency users.</p> <p>The EDMS and Contractor’s operating procedures shall meet the requirements of the New Mexico Administrative Code as specified in Title 1, Chapter 13, Part 3 (1.13.3 NMAC), "Management of Electronic Records"; and in Title 1, Chapter</p>

Task Item	Subtasks	Description
<p>6.2 Operate and Maintain EDMS</p>	<p>6.2.1 Provide All EDMS Operations, Infrastructure & Staff Support</p> <p>6.2.2 Retain ERM Records Seven (7) Years</p> <p>6.2.3 Provide Additional Staff for EDMS Support</p> <p>6.2.4 Ensure EDMS Support Staff are Qualified</p>	<p>15 (1.15 NMAC), “General Records Retention and Disposition Schedules” as appropriate to the specific records being stored.</p> <p>The Contractor shall operate and maintain the EDMS and the EDMS Workflow according to the specifications proposed by the Contractor and accepted by the Procuring Agency.</p> <p>6.2.1.1 The Contractor shall supply the necessary hardware, software, telecommunications and other components and information technology staff support to operate the EDMS.</p> <p>The Contractor shall retain reports stored in the ERM repository for seven (7) years; reports are not to be purged or archived without the Procuring Agency’s written permission.</p> <p>All programming functions for the EDMS are the responsibility of staff assigned to EDMS support and such staff is in addition to the System Maintenance Unit staff required by Deliverable 1.</p> <p>Programming staff assigned to support the EDMS will be knowledgeable in the system, in the Medicaid Program, and in the business needs and operations of the functional area supported by the system.</p>
<p>6.3 Modify EDMS</p>	<p>6.3.1 Manage EDMS Revisions</p>	<p>The Contractor shall develop, test, and implement software updates, corrections, and enhancements, including but not limited to the following subtasks:</p> <p>6.3.1.1 Analyze and size change requests submitted by the Procuring Agency.</p> <p>6.3.1.2 Perform software support and error correction.</p> <p>6.3.1.3 Comply with the software development, change management and system test requirements contained in Tasks 1.3 and 1.4 of Deliverable 1.</p>

Task Item	Subtasks	Description
6.4 Manage Agreed Payment Schedule	6.4.1 Invoice the Procuring Agency According to the Operations Payment Schedule	<p>Contractor shall be paid a fixed monthly rate for delivering these operations, including the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, according to the following schedule:</p> <p>6.4.1.2 Jan 1, 2023 – Jun 30, 2023 \$22,043.68 6.4.1.3 Jul 1, 2023 – Sept 30, 2024 \$22,018.13</p>

Deliverable 7: Ongoing Disaster Avoidance and Recovery [Monthly System Operations]

<u>Deliverable Seven</u>	<u>Due Date</u>	<u>Compensation</u>
<p>Ongoing Disaster Avoidance and Recovery</p> <p>[Monthly System Operations]</p>	<p>Start: 01/01/2023</p> <p>End: 09/30/2024</p>	<p>Total Compensation not to exceed \$152,370.81 including NM GRT, to be paid monthly at a rate of approximately:</p> <ul style="list-style-type: none"> • \$7,261.76 per month for 6 months • \$7,253.35 per month for 15 months

Task Item	Subtasks	Description
<p>7.1 Maintain Disaster Avoidance Measures</p>	<p>7.1.1 Meet Detailed Specifications for Disaster Avoidance</p>	<p>The Contractor shall provide for Disaster Avoidance by maintaining all necessary safeguards against the destruction, loss, and improper alteration of the System Data, including the following:</p> <p>7.1.1.1 Protection from disaster through multiple levels of hardware and software redundancy and the off-site storage of backup files that will allow the Contractor to recover from unexpected failures without interruption in service except for the time required to activate the Contractor’s hot site and load backup software and files.</p> <p>7.1.1.2 Reliability and high availability features to ensure delivery of continuous operation and the integrity and reliability of MMIS data, including: automatic recovery, online backup, roll-forward, failover, and replication. The MMIS will be available twenty-four (5) hours per day, seven (7) days per week unless down time is approved in advance by the Procuring Agency.</p> <p>7.1.1.3 Backup servers to load balance and provide continued access to the System in the event a server fails.</p> <p>7.1.1.4 Redundancy and fault tolerance of the data repository through disk arrays on the database servers; servers will be configured in clusters with redundant processors that take over in the event of CPU/memory failures.</p> <p>7.1.1.5 Application monitoring software that will ensure that, if a process on the server fails, it is restarted automatically and with little perceptible delay to the users.</p>

Task Item	Subtasks	Description
<p>7.2 Develop and Maintain Disaster Recovery/Business Continuity Plan</p>		<p>7.1.1.6 System backups (daily for data and weekly for applications) that will be stored off-site at secure and fireproof locations. Backup procedures, including the media, format, frequency, type (incremental versus full) and storage locations shall be subject to the Procuring Agency's review and approval.</p> <p>7.1.1.7 Uninterruptible power supplies and programs, including battery power that will protect the network and systems from spikes or drops in incoming power, generators at the MMIS platform location that can provide alternative power for at least 5 hours in the event of a regional power outage, and regularly scheduled tests of the Contractor's ability to switch to battery or generator power.</p>
	<p>7.2.1 Deliver Complete DR/BCP Plan in Agreed Time Period</p>	<p>The Contractor shall provide a Disaster Recovery (DR)/Business Continuity (BCP) Plan to the Procuring Agency. The DR/BCP Plan will provide for a wide range of disasters that could affect one or more of the MMIS system's locations and will provide a strategy to protect the MMIS data and maintain continuous operations during and after those disasters with minimal disruption.</p>
	<p>7.2.2 Adapt to Changing DR/BCP Standards at No Additional Charge</p>	<p>The Contractor shall modify the DR/BCP Plan as required to meet changing conditions or policies from the state at no additional charge to the Procuring Agency.</p>
	<p>7.2.3 Provide All DR/BCP Planning and Infrastructure</p>	<p>The Contractor supplies the DR/BCP Plan and provides all the hardware, software and/or services to support and carry out the DR plan. The Contractor shall provide at least one alternate location for business recovery in the event of a disaster.</p>

Task Item	Subtasks	Description
<p>7.3 Test and Implement Disaster Recovery /Business</p>	<p>7.2.4 DR/BCP Plan Revision Management</p> <p>7.2.5 Meet Detailed Specifications in the DR/BCP Plan</p>	<p>The Procuring Agency will review the DR/BCP Plan and request modifications and additions as necessary. The Contractor shall make changes as necessary to obtain Procuring Agency approval prior to the start of the Contract.</p> <p>The Contractor shall update the plan throughout the term of the contract to ensure currency of the plan and as necessary to continually meet Procuring Agency standards. The DR/BCP Plan will include detailed procedures for an orderly shutdown, as well as sudden loss of operations (i.e., "crash" shutdowns) and detailed procedures for resumption of operations including estimated time in the event of a disaster.</p> <p>The Disaster Recovery Plan/Business Continuity Plan will include, at a minimum:</p> <p>7.2.5.1 Assignment of responsibilities.</p> <p>7.2.5.2 Established order of restoration precedence.</p> <p>7.2.5.3 Identification of the operating system and its components (e.g., TSO, POWERBUILDER, CICS, etc.).</p> <p>7.2.5.4 Identification of operating system dependencies.</p> <p>7.2.5.5 Identification of all files, data stores, and utilities.</p> <p>7.2.5.6 Identification of all backup files and descriptions of the frequency and methods used to keep backup files updated. Backup files will be stored off-site and will include but not be limited to source programs, job control language (JCL), data files and databases, reference files, claims history files, eligibility master files, provider master files; application system, user, and operational documentation; system requirements, user documentation, ERM files, and files maintained on the Contractor's local area network.</p> <p>7.2.5.7 Logistics for creating the disaster copies.</p>

Task Item	Subtasks	Description
		<p>The Contractor will deliver invoices according to the following payment schedule for Disaster Avoidance and Recovery, including the applicable New Mexico Gross Receipts Tax (NM GRT):</p> <p>7.4.1.1 Jan 1, 2023 – Jun 30, 2023 \$7,261.76 7.4.1.2 Jul 1, 2023 – Sept 30, 2024 \$7,253.35</p>

Deliverable 8: Ongoing Network Support [Monthly System Operations]

<u>Deliverable Eight</u>	<u>Due Date</u>	<u>Compensation</u>
Ongoing Network Support [Monthly System Operations]	Start:01/01/2023 End: 09/30/2024	Total Compensation not to exceed \$4,288,074.18 including NM GRT, to be paid monthly at a rate of approximately: <ul style="list-style-type: none"> • \$204,363.16 per month for 6 months • \$204,126.35 per month for 15 months

Task Item	Subtasks	Description
8.1 Maintain Network Management Unit		The Contractor shall provide an operationally experienced Network Management Unit consisting at a minimum of a manager and sufficient network analysts or technicians to support the Contractor’s network and provide connectivity to the Procuring Agency’s network.
	8.1.1 Provide a Qualified Network Management Unit	The Contractor shall provide operational support for its own network, hardware and software and shall provide connectivity between its network and the Procuring Agency’s network to ensure access by authorized users to the MMIS, and other Contractor-operated systems.
	8.2 Perform Support	The Contractor shall perform, at a minimum, the following functions related to network support:
	8.2.1 Support Internal and External Connectivity	8.2.1.1 Provide all hardware, software, and other resources necessary to maintain connectivity with the Procuring Agency network.
	8.2.2 Meet Detailed Specifications for-Support	8.2.2.1 Ensure appropriate licensure for all software provided by the Contractor as part of its overall MMIS solution. 8.2.2.2 Provide access to the MMIS, and other Contractor-operated systems and sub-Contractors to authorized users on the Procuring Agency network. 8.2.2.3 Provide overall administration of its own LAN functions, including providing for continual virus checking and protecting all data through nightly back up routines. Virus

Task Item	Subtasks	Description
<p data-bbox="207 835 370 978">8.3 Provide Secure File Transfer Capability</p> <p data-bbox="207 1163 370 1306">8.4 Manage Agreed Payment Schedule</p>	<p data-bbox="427 1094 634 1341">8.4.1 Invoice the Procuring Agency According to the Operations Payment Schedule</p>	<p data-bbox="667 289 1430 394">detection capability shall be updated at least weekly, with immediate updates distributed in response to specific threat warnings issued by software vendors.</p> <p data-bbox="667 436 1430 499">8.2.2.4 Provide troubleshooting for problems affecting user access to the MMIS and other systems.</p> <p data-bbox="667 541 1430 646">8.2.2.5 Work with the Procuring Agency’s Information Technology Division to resolve issues affecting connectivity with the Procuring Agency network.</p> <p data-bbox="667 688 1487 835">8.2.2.6 The Contractor shall provide secure and reliable access to OmniCaid and other applications to users authorized by the Procuring Agency who are not on the Procuring Agency network, via Citrix or a Procuring Agency-approved alternative.</p> <p data-bbox="667 982 1455 1234">The Contractor shall provide a secure, web-based file transfer capability for use by the Procuring Agency, other Procuring Agency Contractors, and other Procuring Agency-authorized entities. The secure file transfer capability will support exchange of data with the Contractor as well as between the Procuring Agency and the Procuring Agency’s other trading partners.</p> <p data-bbox="667 1318 1455 1465">Contractor shall be paid a fixed monthly rate for delivering these operations, including the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, according to the following schedule:</p> <p data-bbox="667 1497 1276 1528">8.4.1.1 Jan 1, 2023 – Jun 30, 2023 \$204,363.16</p> <p data-bbox="667 1535 1276 1566">8.4.1.2 Jul 1, 2023 – Sept 30, 2024 \$204,126.35</p>

Deliverable 9: Ongoing Help Desk Services [Monthly Fiscal Operations]

<u>Deliverable Nine</u>	<u>Due Date</u>	<u>Compensation</u>
Ongoing Help Desk Services [Monthly Fiscal Operations]	Start:01/01/2023 End: 09/30/2024	Total Compensation Not to Exceed \$ 90,289.18 including NM GRT, to be paid monthly at a rate of approximately <ul style="list-style-type: none"> \$4,303.05 per month for 6 months \$4,298.06 per month for 15 months

Task Item	Subtasks	Description
9.1 Maintain Telephone System	9.1.1 Provide Procuring Agency-of-the-Art Telephone System for PBM	The Contractor shall operate and maintain a state-of-the-art telephone system for PBM, including Private Branch Exchange (PBX), interaction management software, call management system, and voicemail
	9.1.2 Support All Help Desks	The telephone system shall support the following Help Desk: <ul style="list-style-type: none"> Pharmacy Support,
	9.1.3 Support Computer-Telephony Integration	The system will support Computer-Telephony Integration and interface with the Contractor’s automated Contact Tracking System (Subtask 9.2.1)
	9.1.4 Provide Sufficient Number of Toll-Free Lines	The Contractor shall establish and maintain a sufficient number of toll-free telephone lines to provide a high level of service. The toll-free lines must be available to all of New Mexico and include a sufficient degree of toll-free access nationwide.
	9.1.5 Provide Weekly Help Desk Statistics	The Contractor shall provide the Procuring Agency with weekly reports with Help Desk call statistics identifying total calls, completed calls, abandoned calls, abandonment rate, average talk time, average speed of answer, average wait on abandoned calls, calls routed to voice mail, and staffing levels for all Help Desks.
9.2 Maintain Contact Tracking System	9.2.1 Provide Contact Tracking System (CTS)	The Contractor shall operate an automated Contact Tracking System (CTS) for documenting inquiries and complaints received from pharmacies and providers. The system will be used for tracking each inquiry or complaint from creation to

	<p>9.2.2 Enable CTS to Manage Help Desk Contacts</p> <p>9.2.3 Use CTS to Manage Contacts Received by Multiple Methods</p> <p>9.2.4 Enable Flexible, Comprehensive CTS Reporting</p> <p>9.2.5 Provide Monthly Status Reports of Open Inquiries</p> <p>9.2.6 Capture All Unresolved Contacts in CTS</p> <p>9.3.1 Implement a Call Monitoring System</p>	<p>closure and will include, at a minimum, for each contact, a tracking number, pharmacy or provider identification, provider type, category or type of contact, date opened, description of problem, cause of contact, resolution, and date closed.</p> <p>The CTS will be capable of documenting contacts received by any of the Help Desks operated by the Contractor unless otherwise approved by the Procuring Agency for specific help desks.</p> <p>The CTS will be used to register, and document contacts received through written mail, e-mail, fax, telephone, or face-to-face meetings.</p> <p>The Contractor shall provide monthly reports to the Procuring Agency summarizing all contacts opened since the last such report, by type of contact, as well as all inquiries or complaints not yet closed. The Contractor must make detailed reports available upon request.</p> <p>The CTS will have the ability to generate summary reports for the parameters listed above (Subtask 9.2.1) and for a flexible range of time spans.</p> <p>If an answer to an inquiry or complaint cannot be resolved immediately, the Contractor shall leave that contact open in the CTS.</p>
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<p>9.3 Promote Help Desk Quality</p>	<p>9.3.2 Present a Satisfaction Survey Option to Callers</p>	<p>The Contractor shall implement a call monitoring system to support quality assurance monitoring and training. The system shall support call recording, screen capture, entry of evaluation results, and auto-scheduling.</p> <p>The Contractor shall present a satisfaction survey option to callers as part of the quality assurance system, allowing callers to report their experience with the Help Desks' service. The content of the survey shall be approved by the Procuring Agency prior to implementing the survey option. The Contractor shall tabulate survey responses and the Procuring Agency with a monthly summary report.</p> <p>The Contractor may not limit the number of contacts by telephone, except as approved by the Procuring Agency to ensure efficient access to the Help Desks by other callers.</p>
<p>9.4 Manage Agreed Payment Schedule</p>	<p>9.3.3 Ensure Procuring Agency Approval is Obtained Before Limiting Help Desk Capacity</p> <p>9.4.1 Invoice the Procuring Agency According to the Operations Payment Schedule</p>	<p>Contractor shall be paid a fixed monthly rate for delivering these operations, including the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, according to the following schedule:</p> <p>9.4.1.1 Jan 1, 2023 – Jun 30, 2023 \$4,303.05 9.4.1.2 Jul 1, 2023 – Sept 30, 2024 \$4,298.06</p>

Deliverable 10: Ongoing HIPAA Translation Services [Monthly Fiscal Operations]

<u>Deliverable Ten</u>	<u>Due Date</u>	<u>Compensation</u>
Ongoing HIPAA Translation Services [Monthly Fiscal Operations]	Start:01/01/2023 End: 09/30/2024	Total Compensation not to exceed \$4,081,469.79 including NM GRT, to be paid monthly at a rate of approximately: <ul style="list-style-type: none"> • \$194,516.70 per month for 6 months • \$194,291.31 per month for 15 months

Task Item	Subtasks	Description
10.1 Provide HIPAA Translation Services	10.1.1 Provide Some HIPAA Translation Alternative	The Contractor shall provide a HIPAA Translation solution, such as a clearinghouse option or its own HIPAA translator. The Contractor's HIPAA Translation solution must have the ability to receive and process all X12 5010 transaction sets except the 88 and to store and utilize all data elements submitted on the HIPAA X12 transaction sets.
	10.1.2 Meet Detailed Specifications for HIPAA Translation Services	10.1.2.1 Incoming batch files (for example, 818 transactions) must be processed by the translator and sent to OmniCaid within 5 hours of receipt. 10.1.2.2 Outgoing transactions received from OmniCaid (for example, 816 transactions) must be processed by the translator and sent to the corresponding trading partner within 5 hours of receipt. 10.1.2.3 The Contractor shall ensure the accuracy of information reported on HIPAA response transactions.
10.2 Provide Trading Partner Management System	10.2.1 Provide a Trading Partner Management System (TPMS) that Supports Core Functions	The Contractor shall provide a Trading Partner Management System (TPMS) that will be accessible by Contractor staff to enroll and disenroll submitters, identify what transactions submitters are allowed to submit, and their status (test or production).

Task Item	Subtasks	Description
10.3 Operate the System Enhanced with HIPAA 80/81 Transactions	10.2.2 Coordinate Enrollments with the TPMS	<p>The Contractor shall coordinate provider enrollment and other trading partner enrollment activities using the TPMS.</p>
	10.2.3 Provide TPMS Access to Procuring Agency Employees	<p>The Contractor shall provide authorized Procuring Agency staff with access to the TPMS.</p>
	10.3.1 Provide Ongoing Batch Support for HIPAA 80/81	<p>The Contractor shall provide ongoing operational support for batch 80/81 transactions.</p>
10.4 Operate the System Enhanced with HIPAA 81 Transactions	10.3.2 Manage Revisions to the HIPAA 80/81 Enhancements	<p>The Contractor shall develop, test, and implement software updates, corrections, and modifications to the enhanced system, including but not limited to the following subtasks:</p> <p>10.3.2.1 Analyze and size change requests submitted by the Procuring Agency.</p> <p>10.3.2.2 Perform software support and error correction.</p> <p>10.3.2.3 Comply with the software development, change management and system test requirements contained in Tasks 1.3 and 1.4 of Deliverable 1.</p>
	10.4.1 Provide Ongoing Support for HIPAA 81	<p>The Contractor shall provide ongoing operational support for 81 transactions.</p>
10.5 Operate the System Enhanced with HIPAA	10.4.2 Manage Revisions to the HIPAA 81 Enhancement	<p>The Contractor shall develop, test, and implement software updates, corrections, and modifications to the enhanced system, including but not limited to the following subtasks:</p>

Task Item	Subtasks	Description
<p>815 Transactions</p> <p>10.6 Maintain and Modify the 86/822 HIPAA Enhanced System</p> <p>10.7 Maintain and Modify the HIPAA 822CA</p>	<p>10.5.1 Provide Ongoing Support for HIPAA 815</p> <p>10.5.2 Manage Revisions to the HIPAA 815 Enhancements</p> <p>10.6.1 Provide Ongoing Support for HIPAA 86/822</p> <p>10.6.2 Manage Revisions to the HIPAA 86/822 Enhancements</p>	<p>10.4.2.1 Analyze and size change requests submitted by the Procuring Agency.</p> <p>10.4.2.2 Perform software support and error correction.</p> <p>10.4.2.3 Comply with the software development, change management and system test requirements contained in Tasks 1.3 and 1.4 of Deliverable 1.</p> <p>The Contractor shall provide ongoing operational support for 815 transactions.</p> <p>The Contractor shall develop, test, and implement software updates, corrections, and modifications to the enhanced system, including but not limited to the following subtasks:</p> <p>10.5.2.1 Analyze and size change requests submitted by the Procuring Agency.</p> <p>10.5.2.2 Perform software support and error correction.</p> <p>10.5.2.3 Comply with the software development, change management and system test requirements contained in Tasks 1.3 and 1.4 of Deliverable 1.</p> <p>The Contractor shall provide ongoing operational support for 86/822 transactions.</p> <p>The Contractor shall develop, test, and implement software updates, corrections, and modifications to the enhanced system, including but not limited to the following subtasks:</p> <p>10.6.2.1 Analyze and size change requests submitted by the Procuring Agency.</p>

Task Item	Subtasks	Description
<p data-bbox="207 289 350 359">Enhanced System</p> <p data-bbox="207 800 399 1014">10.8 Operate and Maintain the System HIPAA Operating Rules</p> <p data-bbox="207 1528 388 1671">10.9 Manage Agreed Payment Schedule</p>	<p data-bbox="427 800 634 942">10.7.1 Provide Ongoing Support for HIPAA 822CA</p> <p data-bbox="427 1020 634 1234">10.22.2 Manage Revisions to the HIPAA 822CA Enhancements</p> <p data-bbox="427 1493 626 1602">10.8.1 Provide Ongoing Support</p> <p data-bbox="427 1640 630 1782">10.8.2 Manage Revisions to Enhanced Systems</p>	<p data-bbox="665 289 1377 321">10.6.2.2 Perform software support and error correction.</p> <p data-bbox="665 363 1458 468">10.6.2.3 Comply with the software development, change management and system test requirements contained in Tasks 1.3 and 1.4 of Deliverable 1.</p> <p data-bbox="665 726 1451 793">The Contractor shall provide ongoing operational support for 822CA transactions.</p> <p data-bbox="665 947 1482 1052">The Contractor shall develop, test, and implement software updates, corrections, and modifications to the enhanced system, including but not limited to the following subtasks:</p> <p data-bbox="665 1094 1430 1161">10.7.2.1 Analyze and size change requests submitted by the Procuring Agency.</p> <p data-bbox="665 1203 1373 1234">10.7.2.2 Perform software support and error correction.</p> <p data-bbox="665 1276 1458 1381">10.7.2.3 Comply with the software development, change management and system test requirements contained in Tasks 1.3 and 1.4 of Deliverable 1.</p> <p data-bbox="665 1461 1451 1566">The Contractor shall provide ongoing operational support for EFT/ERA transactions and comply with the Operating Rules for those transactions.</p> <p data-bbox="665 1608 1490 1713">The Contractor shall develop, test, and implement software updates, corrections, and modifications to the enhanced system, including but not limited to the following subtasks:</p> <p data-bbox="665 1755 1490 1822">10.8.2.1 Analyze and size change requests submitted by the Procuring Agency.</p> <p data-bbox="665 1864 1373 1896">10.8.2.2 Perform software support and error correction.</p>

Task Item	Subtasks	Description
	<p>10.9.1 Invoice the Procuring Agency According to the Operations Payment Schedule</p>	<p>10.8.2.3 Comply with the software development, change management and system test requirements contained in Tasks 1.3 and 1.4 of Deliverable 1.</p> <p>Contractor shall be paid a fixed monthly rate for delivering these operations, including the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, according to the following schedule:</p> <p>10.9.1.1 Jan 1, 2023 – Jun 30, 2023 \$194,516.70 10.9.1.2 Jul 1, 2023 – Sept 30, 2024 \$194,291.31</p>

Deliverable 11: Ongoing HIPAA Compliance [Monthly Fiscal Operations]

<u>Deliverable Eleven</u>	<u>Due Date</u>	<u>Compensation</u>
Ongoing HIPAA Compliance [Monthly Fiscal Operations]	Start:01/01/2023 End: 09/30/2024	Total Compensation not to exceed \$750,565.67 including NM GRT, to be paid monthly at a rate of approximately: <ul style="list-style-type: none"> \$35,770.83 per month for 6 months \$35,729.38 per month for 15 months

Task Item	Subtasks	Description
11.1 Comply with HIPAA Requirements	11.1.1 Maintain HIPAA Knowledge and Meet All Requirements	The Contractor shall be knowledgeable about federal HIPAA requirements and meet HIPAA transaction, privacy, and security standards, both in their own functions and operations and in maintaining and operating the MMIS.
	11.1.2 Ensure Timely HIPAA Transactions	The Contractor shall ensure a timely response from the MMIS when responding to a HIPAA transaction.
	11.1.3 Provide Coordination Between HIPAA Translation and MMIS Functions	The Contractor shall provide for coordination of activities and processes between the Contractor’s HIPAA Translation solution and MMIS functions, including supporting interfaces, supplying data files for downloading, researching potential interface issues, resolving interface issues, and enforcement of trading partner agreements.
	11.1.4 Provide Free Electronic Claim Submissions During Transition to New Web Portal	The Contractor shall provide free electronic claim submission capability to New Mexico providers by providing a direct data entry (DDE) component as part of the new Web portal enhancement.
	11.1.5 Provide Training on HIPAA Standards and Contractor’s Solutions	The Contractor shall provide training and information on use of the HIPAA Translation solution, the Contractor’s electronic claim submission solution, and HIPAA standards and requirements.

Task Item	Subtasks	Description
11.2 Manage Agreed Payment Schedule	11.1.6 Remain Informed of HIPAA Changes and Initiate Approved Solutions	<p>The Contractor shall remain informed on national code and value changes and initiate necessary changes in the MMIS with Procuring Agency approval.</p>
	11.1.7 Meet All HIPAA Privacy Requirements	<p>The Contractor shall meet and enforce HIPAA privacy standards within their organization and in the operations of the MMIS.</p>
	11.1.8 Meet all HIPAA Security Requirements	<p>The Contractor shall meet and enforce HIPAA system security standards within their own organization, the sites at which they operate the MMIS, and within the MMIS itself, according to a Security Plan which must be developed by the Contractor and approved by the Procuring Agency.</p>
	11.1.9 Enforce Physical Security Standards at All MMIS Sites	<p>The Contractor shall meet and enforce physical security standards at each of their sites involved in operating the MMIS.</p> <p>Contractor shall be paid a fixed monthly rate for delivering these operations, including the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, according to the following schedule:</p>
	11.2.1 Invoice the Procuring Agency According to the Operations Payment Schedule	<p>11.2.1.1 Jan 1, 2023 – Jun 30, 2023 \$35,770.83 11.2.1.2 Jul 1, 2023 – Sept 30, 2024 \$35,729.38</p>

Deliverable 12: Ongoing Member Management Services [Monthly Fiscal Operations]

<u>Deliverable Twelve</u>	<u>Due Date</u>	<u>Compensation</u>
Ongoing Member Management Services [Monthly Fiscal Operations]	Start:01/01/2023 End: 09/30/2024	Total Compensation not to exceed \$313,267.55 including NM GRT, to be paid monthly at a rate of approximately: <ul style="list-style-type: none"> • \$14,929.86 per month for 6 months • \$14,912.56 per month for 15 months

Task Item	Subtasks	Description
12.1 Manage Member Information	12.1.1 Perform Specified File Maintenance	<p>The Contractor shall perform the following files maintenance tasks to support the Member Management business process:</p> <p>12.1.1.1 Update and reconcile client eligibility received from ASPEN interfaces</p> <p>12.1.1.2 Merge records of duplicate clients.</p> <p>12.1.1.3 Unmerge records of clients inappropriately combined.</p> <p>12.1.1.4 Verify and add TPL coverage to Omnicaid when indicated on a claim, Explanation of Benefits or Managed Care file to ensure cost avoidance.</p> <p style="padding-left: 40px;">12.1.1.4.1 Maintain current “other Insurance” indicators and information on the eligibility file for all individuals.</p> <p style="padding-left: 40px;">12.1.1.4.2 Maintain the Recipient Resource File, incorporating the related requirements including client identifying information, the insurance carrier(s), the name and address of the carrier(s), the type of coverage, coverage dates, the source of the insurance information, policy holder name and social security number, and policy number.</p> <p style="padding-left: 40px;">12.1.1.4.3 Maintain the indicators to show the dates that coverage was in effect. The Contractor shall enter the insurance end date when it is determined that the individual no longer has insurance.</p>

Task Item	Subtasks	Description
12.2 Support Inquiries on Member Eligibility	12.2.1 Give Providers Multiple Ways to Check Eligibility	<p>12.1.1.4.4 Work out, with Procuring Agency approval, data exchanges with insurance carriers and governmental agencies; and perform those data exchanges on a schedule approved by the Procuring Agency.</p> <p>The Contractor shall allow providers to inquire on member eligibility via a secure Web portal, by calling an Automated Voice Response System.</p> <p>The Contractor shall perform the following enrollment tasks to support the Member Management business process:</p> <p>12.2.1.1 The Contractor shall make changes to Managed Care and make other changes required to maintain accurate client managed care lock-in information (e.g., new enrollment, switches during open enrollment, and Native American opt in). Clients may select a managed care organization (MCO) by returning a hard copy enrollment form for entry by Contractor staff.</p>
12.3 Support HIPAA on Member Eligibility	12.3.1 Comply with HIPAA on Member Eligibility	<p>The Contractor and any Sub-Contractors shall comply with all HIPAA provisions for privacy, security, and transmission of data with regards to client information.</p>
12.4 Support Modifications to Member Data	12.4.1 Modifications to Member Eligibility Data	<p>The Contractor shall develop, test, and implement software updates, corrections, and modifications to the enhanced system, including but not limited to the following subtasks:</p> <p>12.4.1.1 Analyze and size change requests submitted by the Procuring Agency.</p> <p>12.4.1.2 Perform software support and error correction.</p> <p>12.4.1.3 Comply with the software development, change management and system test requirements contained in Tasks 1.3 and 1.4 of Deliverable 1.</p>
12.5 Manage Agreed Payment Schedule		

Task Item	Subtasks	Description
	12.5.1 Invoice the Procuring Agency According to the Operations Payment Schedule	Contractor shall be paid a fixed monthly rate for delivering these operations, including the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, according to the following schedule: 12.5.1.1 Jan 1, 2023 – Jun 30, 2023 \$14,929.86 12.5.1.2 Jul 1, 2023 – Sept 30, 2024 \$14,912.56

Deliverable 13: Ongoing Provider Management Services [Monthly Fiscal Operations]

<u>Deliverable Thirteen</u>	<u>Due Date</u>	<u>Compensation</u>
<p>Ongoing Provider Management Services [Monthly Fiscal Operations]</p>	<p>Start:01/01/2023 End: 09/30/2024</p>	<p>Total Compensation not to exceed \$4,722,633.50 including NM GRT, to be paid monthly at a rate of approximately:</p> <ul style="list-style-type: none"> • \$225,073.60 per month for 6 months • \$224,812.79 per month for 15 months

Task Item	Subtasks	Description
<p>13.1 Enroll Providers</p>	<p>13.1.1 Meet Detailed Specifications for Provider Enrollment</p>	<p>The Contractor shall perform, at a minimum, the following Provider Enrollment functions according to the standards and specifications determined by the Procuring Agency:</p> <p>13.1.1.1 The Contractor shall make Provider Participation Agreement forms and instructions available to providers via download from the Web portal and on paper. Potential providers requesting Provider Participation Agreement forms will be directed to the Web portal if the provider appears to be eligible for enrollment. In addition, the Contractor shall contact potential providers regarding the enrollment process when the Contractor’s Provider Relations staff receives claims identified as coming from an unenrolled provider or upon Procuring Agency request.</p> <p>13.1.1.2 Screen applications received for completeness and verify the information on the application as necessary. The CONTRACTOR shall verify the licensure, certification, accreditation, or other requirements for participation submitted by the provider. This may require contacting the prospective provider, a licensing board, another state's Medicaid agency, or another state's contractor. Applications will be process within 12 business days from date of receipt to Procuring Agency for review. The review timeline is as follows:</p> <ul style="list-style-type: none"> • 3 business days to review application • 5 business days for Lexus Nexus screening, and • 4 business days to review screening results <p>13.1.1.3 Maintain an electronic log of all Provider Participation Agreement forms received from applicants. This</p>

Task Item	Subtasks	Description
		<p>log shall identify the applicant, the date the application was received, and the current status and location of each agreement through the final step of notifying a provider of the issued number.</p> <p>13.1.1.4 Retain the data in such a manner that all actions relevant to a particular applicant can be identified at any point in the process. Produce a weekly report that will identify all open agreements sorted and tallied by status or stage in the process. Contractor must be proactive and transparent in reporting PE issues to MAD and provide weekly reporting outlying the following: application aging for both Contractor and Procuring Agency, updates, provider type changes, turnaround, MCORS, approvals, RTP and top 3 RTP reasons, RTP aging, personnel count, and a list (highlighted) of out of compliance applications to include root cause and solution.</p> <p>13.1.1.5 Verify that the applicant is in good standing with the Medicaid program and is not a Department of Health and Human Services Office of Inspector General (HHS-OIG) excluded entity through HHS-OIG's List of Excluded Individuals/Entities (LEIE) and other appropriate databases.</p> <p>13.1.1.6 The Contractor shall access the provider risk evaluation subcontractor's database real-time when screening the provider's application to perform provider credentialing. When replacing a sub-contractor, the Contractor shall provide the Procuring Agency with a transition and communication plan for approval. The transition plan should include an updated responsibility assignment matrix (RAM) outlying Roles and responsibilities, Risks and mitigation strategies and Performance measurement, including goals and metrics. The contractor shall provide to the Procuring Agency the sub-contractor draft contract for review.</p> <p>13.1.1.7 Verify prospective providers' eligibility through contact with the appropriate certification, licensing, or accreditation agencies as identified by the Procuring Agency. Verification of providers will be documented on a form approved by the Procuring Agency. The Contractor shall process MCORs within 5 business days. The CONTRACTOR shall forward verified Provider Participation Agreements and appropriately screened documentation to the Procuring Agency for final approval. Contractor reviews and</p>

Task Item	Subtasks	Description
		<p>approves Provider type 111/Application type 122 (Rendering physicians) within 8 business days. These types of applications are not sent to the Procuring Agency.</p> <p>13.1.1.8 Return any incorrect or incomplete Provider Participation Agreement forms within 12 business days of receipt with instructions to the prospective provider for proper completion of the form. Communicate to the applicant the need for any documentation of licensure, certification, or accreditation for provider Enrollment purposes. Notify providers through system-generated notices or in writing of cancellation of their provider numbers, and of the reasons for the cancellations.</p> <p>13.1.1.9 Forward all completed and verified applications to the Procuring Agency for final approval and signatures within five (5) business days of receipt after the verification of accuracy and completeness of the application and screening.</p> <p>13.1.1.10 Apply provider updates to the Provider File within five (5) business days of receipt of the information from the Procuring Agency or the provider.</p> <p>13.1.1.11 Add new providers within five (5) business days of approval of the applications by the Procuring Agency.</p> <p>13.1.1.12 Re-verify provider participation information every three years, as tracked by the MMIS on an individual provider basis, by obtaining a properly completed Procuring Agency Provider Agreement Re-verification form and verifying licensure and/or certification. The Contractor shall forward high and moderate providers to the Procuring Agency for review and approval.</p> <p>13.1.1.13 Obtain current licensure documentation from providers in writing at least 11 days in advance when licensure is due to expire as tracked by the MMIS. The Contractor shall update the Provider File upon receipt of current licensure documentation, shall scan and index the documentation so it becomes part of the provider's file available via the EDMS, and shall file the documentation in providers' hard copy files.</p>

Task Item	Subtasks	Description
	<p data-bbox="451 1751 586 1890">13.2.1 Disenroll Specified Providers</p>	<p data-bbox="690 289 1463 464">13.1.1.14 Maintain a file of all Provider Agreement forms with original provider signatures or electronic signatures via the Web portal and a list of individuals with ownership interests, if applicable. Hard copy files will be accessible by provider number.</p> <p data-bbox="690 510 1438 646">13.1.1.15 Scan incoming provider applications and related documentation; these files will be accessible online by provider number via image retrieval via the Contractor's Electronic Document Management System (EDMS).</p> <p data-bbox="690 693 1471 867">13.1.1.16 The Contractor shall comply with all federal requirements related to provider screening and database checks, except that Procuring Agency will be responsible for the facilitation of Fingerprint Based Criminal Background Checks (FCBC).</p> <p data-bbox="690 913 1468 1014">13.1.1.17 The Contractor must be able to produce on request appropriate documentation to support having met each screening and enrollment requirement.</p> <p data-bbox="690 1060 1471 1161">13.1.1.18 In general, a copy of the screening results will be retained as part of the provider file and will be accessible via Contractor's EDMS.</p> <p data-bbox="690 1207 1422 1308">13.1.1.19 When relying on the Medicare screening, the Contractor shall document that for example, PECOS was checked and that the date is correct.</p> <p data-bbox="690 1354 1487 1455">13.1.1.20 Screening results for moderate – high-risk providers will be forwarded to the Procuring Agency for review and approval prior to implementing system updates.</p> <p data-bbox="690 1501 1487 1707">13.1.1.21 Each month the Contractor will submit to the Procuring Agency a list of all providers screened during the previous month along with an attestation that the screening results were successfully captured in IntraViewer. The IntraViewer image of the screening results will be included on the monthly list.</p> <p data-bbox="690 1753 1487 1820">13.1.1.22 The report will be due by the 10th of each month for the previous month's screenings.</p>

Task Item	Subtasks	Description
	<p data-bbox="451 359 630 506">13.3.3 Cross-Reference Providers as Appropriate</p> <p data-bbox="451 617 634 869">13.3.4 Maintain MMIS Provider File & Make Timely Updates</p> <p data-bbox="451 980 656 1163">13.3.5 Provide Same-Day Provider File Updates When Necessary</p> <p data-bbox="451 1199 656 1493">13.3.6 Maintain Electronic History of Terminated or Suspended Providers Indefinitely</p> <p data-bbox="451 1566 662 1782">13.3.7 Maintain Paper Documentation for Seven Years</p>	<p data-bbox="690 289 1451 359">The Contractor shall enter and maintain, at a minimum, the following information:</p> <p data-bbox="690 396 1458 543">13.3.2.1 Demographic information as provided on the provider application form and supplemental information forms, re-verification forms, verification of licensure forms, and provider change requests.</p> <p data-bbox="690 581 1468 795">13.3.2.2 Information as provided on licenses, certifications, and accreditations, all with effective dates, and other information from various accrediting and licensing agencies. Provider information is generally maintained online with the exception of Centennial Care Managed Care provider information that is supplied by batch interface.</p> <p data-bbox="690 833 1443 903">13.3.2.3 Cross references to Medicare provider numbers to accommodate accurate payment of crossover claims.</p> <p data-bbox="690 940 1487 976">13.3.2.4 Provider enrollment data from the Procuring Agency.</p> <p data-bbox="690 1014 1455 1083">13.3.2.5 Current tax rates and taxable status associated with the provider.</p> <p data-bbox="690 1121 1487 1335">13.3.3 The Contractor shall cross-reference individual providers to a group practice or other medical corporation, facility, or entity, as appropriate. Provider type changes shall be processed withing 5 business dates of receipt to Procuring Agency and 5 business days to update once guidance received from MAD.</p> <p data-bbox="690 1415 1487 1598">13.3.4 The Contractor shall maintain an accurate MMIS Provider File and make all routine updates and changes to the Provider File within five (5) business days of the request from the Procuring Agency or other authorized source, such as a provider submitting a written address change.</p> <p data-bbox="690 1745 1468 1892">13.3.5 The Contractor shall make every reasonable effort to make changes on the day that said changes or updates are requested when such updates or changes are necessary on an emergency basis</p>

Task Item	Subtasks	Description
	<p>13.3.8 Scan All Paper Documentation Regarding Provider Enrollment to the EDMS</p> <p>13.3.9 Provide Quality Control to Verify File Changes</p> <p>13.3.10 Notify the Procuring Agency When Changes are Complete</p> <p>13.3.11 Maintain a Complete Audit Trail</p> <p>13.3.12 Review Audit Trails for Accuracy</p> <p>13.3.13 Process Clinical Laboratory Improvement Amendment (CLIA) Data</p>	<p>13.3.6 The Contractor shall maintain a history of terminated providers and providers with payments suspended. This history will include the action taken and the reason for and date of the action. MMIS provider data is retained on file indefinitely.</p> <p>13.3.7 The Contractor shall maintain all paper documentation related to provider enrollment, status, or changes for a minimum of seven years after provider termination.</p> <p>The Contractor shall scan all paper documentation related to provider enrollment, status, or changes; these files will be accessible online by provider number via image retrieval via the CONTRACTOR's Electronic Document Management System (EDMS).</p> <p>13.3.9.1 The Contractor shall make all routine updates and changes to the Provider File within fifteen (15) business days of the request.</p> <p>13.3.9.2 The Contractor shall subject the file changes to verification with the Contractor's internal quality control process.</p> <p>13.3.10 The Contractor shall notify the Procuring Agency in writing when changes have been made if the change was at the request of the Procuring Agency.</p>

Task Item	Subtasks	Description
	<p>13.3.14 Maintain and Cross-Reference MCO Information</p> <p>13.3.15 Exclude Unauthorized Providers</p> <p>13.3.16 Control Access to the Provider File</p> <p>13.3.17 Distribute List of Staff Authorized to Update the Provider File</p> <p>13.3.18 Develop and Maintain a Provider File Maintenance Manual</p> <p>13.3.19 Send Active Provider Data to for screening Monthly for</p>	<p>13.3.11 The Contractor shall maintain an audit trail that identifies the date and time of the change, the person who made the change, who requested or authorized the change, and change details including before and after images of all modified data.</p> <p>13.3.12.1 The Contractor shall review internal system audit trails to ensure that no unauthorized changes are made to the files.</p> <p>13.3.13.1 The Contractor shall process Clinical Laboratory Improvement Amendment (CLIA) data, certification, and effective dates, including laboratory certification CLIA numbers, and produce the CLIA Certification Update Report.</p> <p>13.3.13.2 The Contractor shall track records for expiration and obtain updated documentation, including using CLIA data available through an interface with the Centers for Medicare and Medicaid Services.</p> <p>13.3.14.1 The Contractor shall maintain information about Managed Care and Coordinated Service Program (MCO) providers received from MCOs via an electronic interface, with cross-references that enable linking of the provider to the MCO contractors.</p> <p>13.3.15.1 The Contractor shall incorporate necessary security measures to ensure unauthorized providers are not included in the Provider File.</p> <p>13.3.16.1 The Contractor shall prohibit Contractor and Procuring Agency staff that has claims resolution privileges from updating the Provider File.</p>

Task Item	Subtasks	Description
	<p>Monthly Monitoring</p> <p>13.3.20 Make Screening Reports Available Electronically</p> <p>13.3.21 Make Screening Files Available Electronically</p> <p>13.3.22 Recommend Methods to Improve the Provider File and Subsystem</p> <p>13.3.23 Print & Mail System-Generated Notices</p>	<p>13.3.17.1 The Contractor shall maintain a current list of all Contractor and Procuring Agency personnel authorized to make Provider File updates and distribute the updated list periodically to the Procuring Agency.</p> <p>13.3.18.1 The Contractor shall develop and maintain an updated Provider File maintenance manual that documents the instructions and procedures used by CONTRACTOR staff for updating the Provider File and supply the current version to the Procuring Agency. Files maintenance instructions are subject to approval by the Procuring Agency.</p> <p>13.3.19 The Contractor shall send an interface file that includes active fee-for-service data to the provider risk evaluation subcontractor on a monthly basis. Provider risk evaluation subcontractor will assign a dynamic risk profile score to each active provider that evaluates the providers' backgrounds and alerts staff to critical changes. The risk profile score will be based on quantifiable attributes such as death indicators, licensure, and criminal record, as well as factors such as associations with excluded providers, multiple address changes, etc.</p> <p>13.3.20.1 The Contractor shall make screening reports generated by the provider screening subcontractor available via the Electronic Document Management System for Procuring Agency staff to retrieve and review.</p> <p>13.3.21.1 The Contractor shall make screening files generated by the provider screening subcontractor available via the EDMS for Procuring Agency staff to retrieve and review.</p>
<p>13.4 Manage Provider Tier III Escalations</p>	<p>13.4.1 Meet Detailed Specifications for Provider</p>	<p>13.3.22.1 The Contractor shall make recommendations to the Procuring Agency on methods for improving the forms,</p>

Task Item	Subtasks	Description
13.5 Perform Provider Outreach	13.5.2 Conduct General Billing Training Seminars for IHS Providers 13.5.3 Offer Live Training Webcasts Monthly 13.5.4 Report Provider Training Summaries to the Procuring Agency Quarterly 13.5.5 Designate Staff Who Will Make On-Site Visits to Providers 13.5.6 Designate Primary Contact for IHS Providers	<p>13.4.1.6 Monitor the performance of Tier III escalations. Reports shall be sent weekly to the Procuring Agency, or more frequently as requested by the Procuring Agency when there is a performance issue. The Contractor shall provide backup personnel and support necessary to ensure that inquiries beyond the capability of the initially responding staff member are answered and/or properly referred to CONTRACTOR management or, when appropriate, to the Procuring Agency.</p> <p>13.4.1.7 Ensure the staff has access to all data necessary to provide complete, accurate, and timely service to the provider making inquiry.</p> <p>13.5.1 The Contractor shall operate a Field Representative team that will conduct initial and ongoing training to all New Mexico Medicaid providers.</p> <p>13.5.2 The CONTRACTOR shall conduct general billing training seminars for IHS/Tribal/619 providers twice per year, unless otherwise agreed on between the Procuring Agency and CONTRACTOR. The training seminars shall be conducted in Albuquerque and Northern Navajo virtually or onsite per Procuring Agency request.</p> <p>13.5.3 On a monthly basis, the Contractor must offer live training webcasts on a variety of topics, including sessions targeted at new providers and billers as well as more specialized topics.</p> <p>13.5.4 The Contractor shall submit to the Procuring Agency a quarterly summary of training workshop activity, including the course name, medium (live workshop or webcast), number of participants, results of evaluation forms, provider comments, and recommendations for future workshops. After</p>

Task Item	Subtasks	Description
<p>13.6 Provided Enrollment Staff Inspector</p>	<p>13.5.7 Document Provider Meetings in CTS</p> <p>13.6.1 Conduct Provider Enrollment Site Visits</p> <p>13.6.2 Federally required pre- and post-enrollment provider site visits.</p>	<p>each webinar, the attendance and chat issues are downloaded and saved to excel. The spreadsheets are uploaded to intraviewer where they can be retrieved by the Procuring Agency. CONTRACTOR will notify the Procuring Agency when spreadsheets have been uploaded to intraviewer.</p> <p>13.5.5 The Contractor shall designate a staff provider representative to be available for on-site visits with non- IHS providers throughout the Procuring Agency to help in resolution of claims submission and related problems. The staff member may also be designated to conduct provider training workshops and webcasts, and to meet with providers at the office of the Contractor, as appropriate.</p> <p>13.5.6 The Contractor shall designate a Provider representative who shall serve as the primary contact for IHS providers. This staff member will receive guidance from the Procuring Agency’s Native American Liaison and other Procuring Agency staff in addressing billing and claim payment issues experienced by these providers.</p> <p>13.5.7 The Contractor shall use the electronic Contract Tracking System to document every provider meeting, including documenting any actions to be taken by any party and any claims received for processing. Conduent documents and stores documents using intraviewer where they can be retrieved by the Procuring Agency.</p> <p>The Contractor shall employ an additional Provider Enrollment Inspector.</p> <p>13.6.2.1 A provider that is classified as “moderate risk level” or “high risk level” cannot be enrolled or revalidated until a successful site visit conducted by the CONTRACTOR has been completed. This includes facilities within New Mexico</p>

Task Item	Subtasks	Description
<p>13.22 Manage Agreed Payment Schedule</p>	<p>13.22.1 Invoice the Procuring Agency According to the Operations Payment Schedule</p>	<p>13.6.3.1 The Program Policy Bureau will determine when a provider site visit must be conducted. Program Policy Bureau will communicate with the Contractor to perform the site visit. Contractor will use the designated MAD form when conducting an onsite visit. Visit types will include: Initial or Change, Revalidation (every 3 years), Appeal, and Ad Hoc or Unannounced Visit.</p> <p>13.6.3.2 The Contractor must conduct visit within 10 business days from date when the Program Policy Bureau notifies Procuring Agency that a visit is required.</p> <p>13.6.3.3 The Contractor cannot be required to complete the site visit within 10 business days when the provider is unwilling or unable to accommodate requested schedule. The Contractor will notify the Procuring Agency of any issues encountered in this regard when scheduling onsite visit.</p> <p>13.6.4.1 When a site visit is required for a provider that has submitted a Revalidation, also known as Turn-around Document (TAD), the time it takes the Contractor to complete the site visit shall not be included in the 5-day period required by the Contractor to complete the TAD process.</p> <p>13.6.4.2 The Contractor is not required to complete an onsite visit when new staff joins the provider practice if a passing pre-enrollment onsite visit was previously conducted or as directed by Program Policy Bureau.</p> <p>Contractor shall be paid a fixed monthly rate for delivering these operations, including the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, according to the following schedule:</p> <p>13.22.1.1 Jan 1, 2023 – Jun 30, 2023 \$225,073.60 13.22.1.2 Jul 1, 2023 – Sept 30, 2024 \$224,812.79</p>

Deliverable 14: Ongoing Operations Management Services [Monthly Fiscal Operations]

<u>Deliverable Fourteen</u>	<u>Due Date</u>	<u>Compensation</u>
Ongoing Operations Management Services [Monthly Fiscal Operations]	Start:01/01/2023 End: 09/30/2024	Total Compensation not to exceed \$1,688,283.30 including NM GRT, to be paid monthly at a rate of approximately: <ul style="list-style-type: none"> • \$80,461.04 per month for 6 months • \$80,367.80 per month for 15 months

Task Item	Subtasks	Description
14.1 Provide Service Authorizations	14.1.1 Maintain Existing Prior Authorization (PA) Subsystems	The Contractor shall meet or exceed the current MMIS Prior Authorization (PA) Subsystem functionality. The various interfaces and functioning of this subsystem are described in the system documentation. There is also documentation in the Claims Processing Subsystem regarding the interaction of claims processing with the PA Subsystem.
	14.1.2 Meet Detailed Specifications for Service Authorization	In support of the Service Authorization business process, the Contractor shall: 14.1.2.1 Receive files from the Third-Party Assessor (TPA) and Children’s Medical Services, edit the incoming transactions, and load validated PA transactions to the MMIS. 14.1.2.2 Maintain an interface with the Contractor’s Pharmacy Benefits Management System (PBMS) for receipt of approved drug PA records. 14.1.2.3 Meet regularly with the Third-Party Assessor to discuss and resolve interface issues.
14.2 Provide Claims / Encounter Adjudication	14.2.1 Maintain Existing Claims Processing Subsystem	The Contractor shall operate the existing OmniCaid Claims Processing Subsystem that, together with other OmniCaid subsystems and clerical activities, correctly adjudicates claims. The Contractor shall meet or exceed all existing claims processing functionality in OmniCaid and related peripheral systems, such as the document imaging and optical character recognition systems. Unless the context indicates otherwise, references to "claims" in this section will be all inclusive (for example, new claims, adjustments to claims, recycling claims, suspended claims, voided claims, corrections to previously

Task Item	Subtasks	Description
<p>14.2 Provide Claims / Encounter Adjudication (continued)</p>	<p>14.2.2 Meet Detailed Specifications for OmniCaid Operations</p>	<p>suspended or processed claims, and encounters submitted by Managed Care Organizations).</p> <p>The Contractor shall operate OmniCaid and carry out the following functions and tasks:</p> <p>14.2.2.1 Adjudicate Medicaid and other Procuring Agency program claims according to program-specific payment rules.</p> <p>14.2.2.2 Maintain communications with the Procuring Agency regarding all claim processing functions including claims processing statistics, problems, delays, system errors, and deficiencies.</p> <p>14.2.2.3 Accept and process claims using the coding systems and values approved by the Procuring Agency.</p> <p>14.2.2.4 Receive, document receipt, control, and process all paper claims and attachments in the manner approved by the Procuring Agency. The Contractor shall perform claims processing functions related to handling of paper claims and attached documentation as follows:</p> <p>14.2.2.4.1 Operate mailroom facilities with the capacity to expediently handle large volumes of hard copy claims, inquiries, and other correspondence.</p> <p>14.2.2.4.2 Accept hard copy claims from providers and scan claims and attachments to support image storage and retrieval via an Electronic Document Management System (EDMS).</p> <p>14.2.2.4.3 Date stamp or otherwise accurately date control all paper claims received.</p> <p>14.2.2.4.4. Assign a unique Transaction Control Number (TCN) to each paper claim within one business day of receipt.</p> <p>14.2.2.4.5 Review all hard copy attachments to determine their relevance to the submitted claims. These determinations will include prior approvals and invoices, insurance explanations of benefits, Children's</p>

Task Item	Subtasks	Description
		<p>Medical Services authorizations, CYFD authorizations, and other attachments to claims.</p> <p>14.2.2.4.6 Implement and document batch control procedures to ensure that claims are not lost or misrouted prior to data entry and that security measures are in place to prevent unauthorized action or access to information.</p> <p>14.2.2.4.7 During claims screening and input, the Contractor shall rigorously inspect every claim for completeness and correctness. If the Contractor returns a claim to a provider for completion or correction, the Contractor shall notify the provider of all necessary changes at one time.</p> <p>14.2.2.4.8 Return claims to providers for correction and resubmission only if appropriate based on Procuring Agency-approved criteria.</p> <p>14.2.2.4.9 Make use of any postal rate reductions that may be available. The Contractor shall avoid sending separate mailings to a single provider.</p> <p>14.2.2.4.10 Maintain an electronic log showing the provider number and name, dates, reason, that are physically returned to providers.</p> <p>14.2.2.4.11 All paper claims will be retained for at least six (6) months from the date of receipt, after which they may be destroyed when authorized by the Procuring Agency.</p> <p>14.2.2.5 Accept electronic media claim submissions in HIPAA standard formats. The Contractor shall support the use of electronic claims submission with provider training and Help Desk resources.</p> <p>14.2.2.5.1 Assign a unique Transaction Control Number (TCN) to each electronic claim within 5 hours of receipt from the translator.</p>

Task Item	Subtasks	Description
		<p>14.2.2.6 Process Medicare crossover claims for coinsurance, deductible, and other patient responsibility amounts. The Contractor shall maintain an accurate cross-reference between Medicare and Medicaid Provider Numbers to ensure accurate payment.</p> <p>14.2.2.7 Convert Medicare data received to Medicaid data by using cross-references of Medicare provider numbers to Medicaid provider numbers, and client Medicare numbers to client Medicaid numbers.</p> <p>14.2.2.8 Process managed care encounter data through the claims systems.</p> <p>14.2.2.9 Process claims and encounters efficiently and accurately in accordance with Procuring Agency policy.</p> <p>14.2.2.10 Ensure all claims contain valid data and comply with Procuring Agency and federal policies by editing them against MMIS claim exception criteria.</p> <p>14.2.2.11 Maintain internal controls which track all submitted claims including processed claims, re-processed claims, suspended claims, pended claims, and claims submitted by the Procuring Agency for special claims processing through numbered memorandums.</p> <p>14.2.2.12 Through the Claims Processing Subsystem the Contractor shall, at a minimum, perform the following activities:</p> <p style="padding-left: 40px;">14.2.2.12.1 Perform claims processing functions related to claim exceptions as required by the system documentation.</p> <p style="padding-left: 40px;">14.2.2.12.2 Properly process all claims using the provider file, the Prior Authorization (PA) file, the TPL file, the Eligibility file, the Procedure and Pricing files, and other reference files.</p> <p style="padding-left: 40px;">14.2.2.12.3 Provide the Procuring Agency the option of selecting the disposition of a claim exception to suspend claims for prepayment or post-payment</p>

Task Item	Subtasks	Description
		<p>review, pay-and-report only, or automatically deny claims.</p> <p>14.2.2.12.4 Revise claim exception criteria (edit function, fail criteria, location disposition, and resolution) on instruction from the Procuring Agency.</p> <p>14.2.2.12.5 Implement additional claim exceptions upon instruction from the Procuring Agency.</p> <p>14.2.2.12.6 Review claims for significant discrepancies between billed and paid amounts. The Procuring Agency will approve all parameters to be used by the Contractor.</p> <p>14.2.2.12.7 Detect TPL paid amounts included on claims and deduct such amounts from the Medicaid amounts allowed for the service.</p> <p>14.2.2.12.8 Detect claims subject to client TPL resources and process them in compliance with TPL requirements.</p> <p>14.2.2.13 The Contractor shall perform claims processing functions related to pricing and payments as follows and including related requirements in the system documentation or as directed or approved by the Procuring Agency:</p> <p>14.2.2.13.1 Price valid claims according to the appropriate reimbursement methodology.</p> <p>14.2.2.13.2 Ensure all payments for services that require authorization are paid in accordance with the authorization given.</p> <p>14.2.2.13.3 Price all claims for recipients with TPL resources in order to accurately report TPL cost avoidance.</p> <p>14.2.2.14 Perform claims processing functions related to claims suspended for resolution as follows and including related requirements in the system documentation or as otherwise directed and approved by the Procuring Agency.</p>

Task Item	Subtasks	Description
		<p>14.2.2.14.1 Perform online suspense resolution for all claims according to the suspense resolution instructions in the Exception Control File.</p> <p>14.2.2.14.2 Maintain and update procedure and resolution manuals and databases.</p> <p>14.2.2.14.3 Maintain an adequately staffed claims resolution unit to resolve suspended claims. The unit shall maintain a close working relationship with the Procuring Agency in developing and writing the resolution instructions and in resolving claims in accordance with program policy and procedures.</p> <p>14.2.2.14.4 Review the processes for resolving claims on a regular basis. Initiate or respond to requests from the Procuring Agency regarding improvements and changes such as authorizing appropriate user authority to resolve claims in the most efficient manner.</p> <p>14.2.2.14.5 Ensure claims are not denied without valid reasons. Each claim denial will have a specific explanation that clearly identifies the reason for denial.</p> <p>14.2.2.14.6 Suspend claims for review by the Contractor or the Procuring Agency for specific recipients, specific providers, or specific procedure codes, through a prepayment review process as requested by the Procuring Agency.</p> <p>14.2.2.14.7 Ninety percent of problem claims resolution will be adjudicated within ten (10) business days of claim suspension date.</p> <p>14.2.2.14.8 The Contractor shall resolve all suspended claims within thirty (11) business days of suspension unless otherwise determined by the Procuring Agency.</p> <p>14.2.2.14.9 The Contractor shall disposition manually any claims that cannot be automatically adjudicated by the automated system. General activities within the manual resolution phase include, but will not be limited to, the following:</p>

Task Item	Subtasks	Description
		<p>14.2.2.14.9.1 Analysis of error and suspended claims listings.</p> <p>14.2.2.14.9.2 Contractor will provide Procuring Agency a weekly suspense report.</p> <p>14.2.2.14.9.3 Research and correction of possible errors.</p> <p>14.2.2.14.9.4 Routing of claims for medical review, eligibility validation, or TPL review.</p> <p>14.2.2.14.9.5 Entering corrective actions to be applied to suspended claims.</p> <p>14.2.2.14.9.6 Manually price claims, when appropriate, according to instructions issued by the Procuring Agency.</p> <p>14.2.2.15 Perform, at a minimum, the following claims processing functions related to claims adjudication:</p> <p>14.2.2.15.1 Adjudicate claims according to the Medical Assistance Program direction, provider billing instructions, claim resolution instructions, and in conformity with medical, dental, or institutional care practices as instructed by the Procuring Agency.</p> <p>14.2.2.15.2 Adjudicate claims daily and through the MMIS online adjudicator, as directed by the Procuring Agency.</p> <p>14.2.2.15.3 Maintain proper quality control on the accuracy of claims payments to ensure that the rate of claims processing errors will not exceed 0.5% of the total number of claims processed in any month. The error percentage will be determined in reference to the total claims processed in the reporting period. The Contractor shall sample claims on a monthly basis and provide the Procuring Agency with a report of claims payment accuracy. The Contractor's sampling criteria must be approved by the Procuring Agency</p> <p>14.2.2.15.4 Correct any mis-payments and correct any system deficiencies that result in mis-payment or</p>

Task Item	Subtasks	Description
<p>14.3 Provide Payment and Reporting</p>	<p>14.3.1 Meet Detailed Specifications for Payment and Reporting</p>	<p>potential mis-payment of claims even if the overall error rate is under 0.5%.</p> <p>14.2.2.16 Perform, at a minimum, the following claims processing functions related to credits and adjustments:</p> <p>14.2.2.16.1 Process individual claim voids and adjustments submitted by providers.</p> <p>14.2.2.16.2 Process mass adjustment requests as requested by the Procuring Agency.</p> <p>14.2.2.16.3 Process automated retroactive rate adjustments, as required.</p> <p>14.2.2.16.4 Receive, log, organize, and control all provider requests for reconsideration of claim payments submitted via correspondence or claim adjustment. The Contractor shall research the payment of the claim to verify the accuracy of payments or, if necessary, forward these requests for review to the Procuring Agency or the designated utilization review organization, and then either allow or deny the request for adjustment of payment. The Contractor shall notify the provider within 11 business days by means of the RA and/or by written correspondence of the resolution of the request.</p> <p>14.2.2.17 The Contractor shall provide training to Contractor claims processing personnel, enabling them to attain a detailed understanding of operational policies and procedures.</p> <p>14.2.2.18 The Contractor shall report monthly to the Procuring Agency on the major reasons for claim denials related to provider error or misbilling; propose provider outreach activities and communications to reduce the number of claim denials; and provide an assessment of previous attempts to reduce provider denials.</p> <p>14.2.2.19 When the Procuring Agency initiates requests for mass adjustments, and the Contractor shall process, track, and validate the successful completion of all mass adjustments.</p> <p>The Contractor shall:</p>

Task Item	Subtasks	Description
14.4 Provide Capitation and Premium Preparation		<p>14.3.1.1 Execute a financial (payment) cycle no less than once per week.</p> <p>14.3.1.2 Include capitation payments in at least one weekly financial (warrant cycle) per month, as directed by the Procuring Agency.</p> <p>14.3.1.3 Issue provider and MCO payments and maintain an accounting file of financial transactions as approved by the Procuring Agency.</p> <p>14.3.1.4 Make payment via electronic funds transfer (EFT) to providers who have supplied banking information via the Contractor's Web portal.</p> <p>14.3.1.5 Perform, at a minimum, the following functions related to paper warrant production:</p>
	14.3.2 Ensure Functions and Maintenance of Managed Care	<p>14.3.1.6.1 Maintain a check hold log of those providers who are determined by the Procuring Agency to be out of cost report compliance, have had a change of ownership, have had a voluntary closure, are subject to liens and court orders, or are out of compliance with Medicaid policies and procedures.</p>
	14.4.1 Generate Capitation Claims	<p>14.3.1.6.1.1 Update the MMIS system list that prevents such providers from receiving payment via EFT and forces a paper warrant to be generated.</p>
	14.4.2 Edit Capitation Claims Before Adjudication	<p>14.3.1.7 Process provider refund checks.</p> <p>14.3.1.8 Process adjustments and voids related to provider refunds.</p>
	14.5.1 Maintain Online Claims History File for Seven Years	<p>14.3.1.9 Balance the weekly check write amounts.</p> <p>14.3.1.10 Process returned and voided warrants.</p>
	14.5.2 Maintain Rapid Response Time for Claims History Inquiries	<p>14.3.1.11 Process manual advance check requests from the Procuring Agency.</p> <p>14.3.1.12 Communicate with the Procuring Agency and with the State Treasury Office regarding voided warrants, re-issued warrants, and other warrant issues.</p>

Task Item	Subtasks	Description
<p>14.5 Provide Payment Information Management</p>	<p>14.5.3 Provide Extracts of Paid Claims History File to the Procuring Agency</p> <p>14.5.4 Archive Claims Records Per Procuring Agency Policy</p>	<p>14.3.1.13 Develop new remittance advice messages as needed and/or as required and approved by the Procuring Agency to improve communications to providers.</p> <p>14.3.1.14 Mail Recipient Explanation of Medical Benefits (REOMB) to recipients of services in a timely manner, meeting all federal standards for REOMB and the REOMB process.</p>
<p>14.6 Manage Recoupment</p>	<p>14.6.1 Track Status of Individual Receivables</p> <p>14.6.2 Deduct or Collect Outstanding Receivables</p> <p>14.6.3 Post Payments to Accounts Receivable</p> <p>14.6.4 Analyze and Report Receivables Progress to the</p>	<p>14.3.2.1 Contractor shall ensure the accuracy of the data maintained in Omnicaid, provided by ASPEN, and the full range of functions supported by the client, provider, claims, and general subsystems as described in the system documentation.</p> <p>14.4.1.1 The Contractor shall use client enrollment and demographic information as well as information from the plan table and rates table to generate capitation claims.</p> <p>14.4.2.1 The Contractor shall edit capitation claims prior to adjudication to prevent payment of duplicate capitations or capitations generated for clients who have lost eligibility subsequent to capitation claim generation.</p> <p>14.5.1.1 The Contractor shall maintain paid and denied claims and encounters on the online Claims History file for a minimum of seven (7) years and make them available for inquiry.</p> <p>14.5.2.1 The Contractor shall ensure an MMIS system response time for online inquiries into the Claims History file</p>

Task Item	Subtasks	Description
<p>14.4 Manage Medicaid Services Questionnaire Third Party Liability Recovery</p>	<p>Procuring Agency</p> <p>14.7.1 Meet Detailed Specifications for the TPL</p> <p>14.7.2 Meet Detailed Specifications for the TPL</p>	<p>of under five (5) seconds unless requested using a non-key selection field (other than Transaction Control Number (TCN), Provider ID or Recipient ID) in which case the response time will be under ten (10) seconds.</p> <p>14.5.3.1 The Contractor shall provide extracts of the paid claims history file for Procuring Agency use in monitoring service utilization.</p> <p>14.5.4.1 The Contractor shall archive claims records in accordance with Procuring Agency policy.</p> <p>14.6.1.1 The Contractor will use the Accounting and Financial Reporting Subsystem to track the status of individual receivables.</p> <p>14.6.2.1 Receivables will be deducted from future provider payments if possible. Otherwise, the Contractor or the Procuring Agency, when appropriate, will collect outstanding receivables directly from providers.</p> <p>14.6.3.1 The Contractor shall receive and post payments from providers to apply to accounts receivable, including refunds, overpayments, and third-party payments.</p>
<p>14.8 Manage Agreed</p>	<p>14.8.1 Invoice the Procuring Agency</p>	

Task Item	Subtasks	Description
Payment Schedule	According to the Operations Payment Schedule	<p>14.6.4.1 The Contractor shall analyze the accounts receivable report monthly, documenting receivables that are slow in being recouped and receivables for which the provider is no longer active. The Contractor shall research receivables where the Contractor is no longer active to determine if provider participation occurs under a different provider number or as part of a group practice and forward such information to the Procuring Agency.</p> <p>14.7.1 The Contractor shall be responsible for the function and maintenance of the Third Party Liability (TPL) subsystem to ensure the proper cost avoidance, post payment recovery, and payment of claims. The Contractor is responsible for all functions of third party liability, through interfaces, using MMIS system functions, and by making manual updates and changes as necessary, to third party and other resource information maintained in the MMIS</p> <p>14.7.2 The Contractor shall perform the following general Medicaid Services Questionnaire (MSQ) benefit recovery activities:</p> <p style="padding-left: 40px;">14.7.2.1 Process all payments received from third parties.</p> <p style="padding-left: 40px;">14.7.2.2 Identify, open, and close recovery cases, including aggressively pursuing data matches with other insurers to identify client third party resources.</p> <p style="padding-left: 40px;">14.7.2.3 Generate notices as required.</p> <p style="padding-left: 40px;">14.7.2.4 Enter the amount of recovery on the TPL billing window.</p> <p style="padding-left: 40px;">14.7.2.5 Maintain the TPL Carrier File including the insurance carrier name and address, phone number, and the contact person.</p> <p>Contractor shall be paid a fixed monthly rate for delivering these operations, including the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, according to the following schedule:</p>

Task Item	Subtasks	Description
		14.8.1.1 Jan 1, 2023 – Jun 30, 2023 \$80,461.04 14.8.1.2 Jul 1, 2023 – Sept 30, 2024 \$80,367.80

Deliverable 15: Ongoing Drug Rebate Management [Monthly Fiscal Operations]

<u>Deliverable Fifteen</u>	<u>Due Date</u>	<u>Compensation</u>
Ongoing Drug Rebate Management [Monthly Fiscal Operations]	Start:01/01/2023 End:09/30/2024	Total Compensation not to exceed \$411,192.62 including NM GRT, to be paid monthly at a rate of approximately: <ul style="list-style-type: none"> • \$19,596.82 per month for 6 months • \$19,574.11 per month for 15 months

Task Item	Subtasks	Description
15.1 Manage All CMS Interactions on Drug Rebates	15.1.1 Maintain the CMS Listing of Drug Rebate Agreements	The Contractor shall accept and maintain the Centers for Medicare and Medicaid Services (CMS) current listing of manufacturers with drug rebate agreements.
	15.1.2 Process CMS Drug Rebate Tape	The Contractor shall process the CMS drug rebate tape on a quarterly basis.
	15.1.3 Update Drug Record per CMS Data	The Contractor shall extract National Drug Code (NDC) termination dates and Drug-Effectiveness Source Identifier (DESI) flags from the CMS tape and update the appropriate coverage or pricing data on the drug record.
	15.1.4 Correct Drug Rebate Information	The Contractor shall use the quarterly tape from CMS to process and identify by NDC level any corrections to rebate information received from the CMS or from the manufacturers.
	15.1.5 Transmit Drug Rebate Invoices to CMS	The Contractor shall generate and transmit to the CMS a quarterly file of all drug rebate invoices including prior period adjustments resulting from dispute resolution.
	15.1.6 Resolve Any Processing Errors with CMS	The Contractor shall resolve any processing errors reported back from CMS concerning the quarterly rebate tape. Provide an explanation to CMS and to the Procuring Agency along with the method of correction to prevent the errors in future quarters.

Task Item	Subtasks	Description
<p>15.3 Perform Dispute Resolution</p>		<p>15.2.1.8 Generate initial collection letters to non-responding manufacturers 19 days from the mailing date of the invoice.</p> <p>15.2.1.9 Pursue resolution in a timely and aggressive manner of all amounts due to the Procuring Agency but not paid or disputed by the drug manufacturer for which the Contractor has adequate claims, invoice, and if applicable, dispute resolution data from any source (including hardcopy files from the prior rebate Contractor) that is sufficient to enable the Contractor to identify the non-payment and report on the resolution of said non-payment.</p> <p>15.2.1.10 Establish and maintain close and ongoing coordination with the Procuring Agency in compiling and filing all necessary state and/or federal reports pertaining to the Procuring Agency's federal rebate program.</p> <p>15.2.1.11 Provide all necessary support, documentation, and testimony in the event of a state or federal audit of the Procuring Agency's drug rebate system, to the extent of the Contractor's knowledge and the relevant documentation in the Contractor's possession.</p>
	<p>15.2.2 Maintain Drug Rebate / Invoice Records Online</p>	<p>15.2.1.12 Develop policies and procedures for performing drug rebate processing activities; all policies and procedures must adhere to State and Federal guidelines and be approved by the Procuring Agency.</p>
	<p>15.2.3 Review Claim Level Audit Reports and Perform Adjustments</p>	<p>The Contractor shall maintain all quarterly drug rebate/invoice information to accommodate prior period adjustment processing. Twelve (12) quarters will be available online.</p>
	<p>15.2.4 Recoup Claims If Billing Pharmacy Does Not Respond</p>	<p>The Contractor shall review claim level audit reports for unlikely units and utilization to correct invoices prior to invoicing manufacturers and shall perform claim adjustments to reflect adjusted drug utilization information identified during the drug rebate dispute resolution process.</p>
	<p>15.2.5 Make Claim Adjustments</p>	<p>The Contractor shall recoup claims if the billing pharmacy does not respond within a specified time period as determined</p>

Task Item	Subtasks	Description
15.4 Manage Agreed Payment Schedule	15.3.1 Pursue Resolution of All Drug Manufacturer Disputes in a Timely and Aggressive Manner	<p>by the Procuring Agency to a request for invoices or billing documents.</p> <p>The Contractor shall initiate adjustments if the billing pharmacy identifies an error in the claim data billed.</p> <p>The Contractor shall pursue resolution in a timely and aggressive manner all unresolved drug manufacturer disputes (regardless of when dispute was filed by the drug manufacturer) for which the Contractor has adequate claims, invoice, payment, payment reconciliation, and dispute identification data from any source (including hardcopy files from the prior rebate Contractor) that is sufficient to enable the Contractor to identify the dispute, the current status thereof and report on the resolution of said dispute. The Contractor must contact dispensing pharmacies or administering practitioners or facilities when necessary to verify the accuracy of a claim or claims associated with disputes.</p>
	15.3.2 Report Unresolved Disputes to the State Quarterly	<p>The Contractor shall provide the Procuring Agency a quarterly report on the nature and status of unresolved disputes due by January 5th, April 5th, July 5th, and October 5th of each year.</p>
	15.3.3 Support Any Drug Manufacturer Disputes that Escalate to Administrative or Judicial Review	<p>The Contractor shall provide all necessary support and testimony should a drug manufacturer dispute proceed to administrative or judicial review, to the extent of the Contractor's knowledge and the relevant documentation in the Contractor's possession.</p>
	15.3.4 Coordinate Claims Correction Issues	<p>The Contractor shall coordinate any claims correction issues pertaining to drug rebate invoicing and disputes.</p>
	15.3.5 Report Adjustments & Recoupments to the State	<p>The Contractor shall report all adjustments and recoupments made as a result of the dispute research to the Procuring Agency.</p>

Task Item	Subtasks	Description
	15.4.1 Invoice the Procuring Agency According to the Operations Payment Schedule	Contractor shall be paid a fixed monthly rate for delivering these operations, including the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, according to the following schedule: 15.4.1.1 Jan 1, 2023 – Jun 30, 2023 \$19,596.82 15.4.1.2 Jul 1, 2023 – Sept 30, 2024 \$19,574.11

Deliverable 16: Ongoing Program Management [Monthly Fiscal Operations]

<u>Deliverable Sixteen</u>	<u>Due Date</u>	<u>Compensation</u>
Ongoing Program Management [Monthly Fiscal Operations]	Start:01/01/2023 End:09/30/2024	Total Compensation not to exceed \$710,664.56 including NM GRT, to be paid monthly at a rate of approximately: <ul style="list-style-type: none"> • \$33,869.20 per month for 6 months • \$33,829.96 per month for 15 months

Task Item	Subtasks	Description
16.1 Manage 1099 Series IRS Tax Forms	16.1.1 Maintain MMIS Ability to Produce 1099 Series IRS Tax Forms (1099s)	The Contractor shall maintain the MMIS functionality required to produce annual 1099 series IRS tax forms (1099s).
	16.1.2 Print and Mail 1099s	The Contractor shall print and mail provider 1099s annually.
	16.1.3 Forward 1099 Data to IRS	The Contractor shall forward the 1099 data file to the IRS as required.
	16.1.4 Correct & Re-Issue any 1099s Reported with Errors	The Contractor shall correct and re-issue any 1099 reported with name-number mismatch as reported by the provider.
16.2 Perform Accounting Functions	16.2.1 Operate Claims Payment, Reporting and Financial Subsystems	The Contractor shall operate the Claims Payment, the Reporting and the Financial Subsystems to track and report fiscal activity related to health care programs Contractor has paid. The Contractor shall meet or exceed the current MMIS Financial Subsystem functions.
	16.2.2 Use Double Entry Bookkeeping & Follow GAAP.	All financial transactions will be recorded using the double entry method of bookkeeping and will follow Generally Accepted Accounting Principles (GAAP).
	16.2.3 Segregate Transactions by Fiscal Years	All transactions involving expenses will be segregated by State and federal fiscal years and recorded appropriately in the accounting records, as controlled by the MMIS.

Task Item	Subtasks	Description
	<p>16.2.4 Segregate Transactions with Procuring Agency Institutions</p> <p>16.2.5 Segregate Transactions with Specified Programs</p> <p>16.2.6 Entering Transactions into MMIS as Directed by the Procuring Agency</p> <p>16.2.7 Limit Access to the Provider File</p> <p>16.2.8 Transmit Financial Transactions to the Procuring Agency Electronically</p> <p>16.2.9 Associate Transactions with Proper Accounting Codes</p> <p>16.2.10 Meet Detailed Specifications</p>	<p>Transactions with Procuring Agency institutions will be segregated from the transactions of other providers as defined and provided for in the MMIS.</p> <p>Transactions for Children’s Medical Services, other non-Medicaid services, Home and Community-Based Services Waivers, and other programs as specified by the Procuring Agency will also be segregated from other transactions and will be capable of being reported separately through the use of cost centers assigned in the MMIS.</p> <p>The Contractor is responsible for entering financial transactions (accounts receivable, payouts and receipts) into the MMIS as directed by the Procuring Agency.</p> <p>Contractor personnel who have financial transaction privileges must be prohibited from updating the Provider File.</p> <p>The Contractor shall capture in the MMIS all financial transactions as defined by the Procuring Agency and provide information to the Administrative Services Division (ASD) through electronic transactions as defined by the Procuring Agency.</p> <p>Each transaction will be associated with the proper cost center and/or accounting codes to enable the Procuring Agency to associate budgets and expenditures with cost categories, all as assigned by the MMIS.</p> <p>At a minimum, the Contractor shall:</p> <p>16.2.10.1 Capture each financial transaction and determine applicable Federal Financial Participation (FFP). The Federal</p>

Task Item	Subtasks	Description
<p>16.4 Maintain Benefit / Reference Information</p>	<p>Quality Control, Contract Monitoring and Audits</p>	<p>The Contractor shall support Procuring Agency quality control and contract monitoring plans, federal and State audits, quality assurance reviews, and the Contractor's internal quality control program.</p>
	<p>16.3.2 Sample Past Claims for Quality Control</p>	
	<p>16.3.3 Support the Procuring Agency's Medicaid Eligibility Quality Control Process</p>	<p>The Contractor shall collect random samples of past claims for quality control evaluations as requested by the Procuring Agency.</p> <p>The Contractor shall provide Medicaid Eligibility Quality Control (MEQC) samples and explanations designed to support the MEQC process administered by the Procuring Agency. The Contractor's MEQC abilities shall meet or exceed the system functionality as described in the MMIS documentation.</p> <p>16.3.3.1 The MEQC sample shall be produced monthly according to specifications given by the Procuring Agency.</p> <p>16.3.3.2 Documentation shall include the MMIS eligibility record and claims payment histories for the selected clients and provide explanations for payment as necessary.</p>
	<p>16.3.4 Support the Procuring Agency's Work to Measure and Reduce Payment Error Rates</p>	<p>The Contractor shall support the Procuring Agency's Payment Error Rate Measurement (PERM) activities by providing specialized claims processing training to Procuring Agency staff, responding to information requests, and stationing a business analyst at the Procuring Agency's office in Santa Fe during on-site reviews by the federal PERM auditors.</p>
	<p>16.3.5 Support the Procuring Agency's Medicaid Integrity Plan Activities</p>	<p>The Contractor shall support the Procuring Agency's Medicaid Integrity Plan activities by providing specialized claims processing training to Procuring Agency staff, responding to information requests, and stationing a business analyst at the Procuring Agency's office in Santa Fe, if</p>

Task Item	Subtasks	Description
	<p data-bbox="427 289 626 359">Reference File Data</p> <p data-bbox="427 688 634 869">16.4.3 Make and Document Reference File Updates When Requested</p> <p data-bbox="427 1129 659 1381">16.4.4 Inform the Procuring Agency of Any Changes Proposed in the Claim Exception Master File</p> <p data-bbox="427 1459 659 1711">16.4.5 Periodic Updates to the Reference Files May be Handled as System Change Requests</p>	<p data-bbox="690 508 1463 611">The Contractor shall maintain and update the Reference File subsystem and Reference File data including but not limited to:</p> <p data-bbox="690 653 1474 756">16.4.2.1 Diagnoses, procedures, drug codes, rate files, message and EOB text files and the exception (edit) location, disposition, and resolution files.</p> <p data-bbox="690 800 1442 903">16.4.2.2 Changes to rates, benefit indicators, prior authorization indicators, and all other indicators that affect claims processing or reporting.</p> <p data-bbox="690 982 1446 1163">The Contractor shall make all Reference File updates and changes upon written request by the Procuring Agency and shall maintain complete and accurate documentation of all changes made. The Contractor shall provide controls to ensure that all data is correctly entered and verified.</p> <p data-bbox="690 1423 1487 1604">The Contractor shall inform the Procuring Agency in writing of any changes made in the claim exception master file and document all changes made. Authority to authorize activation or deactivation of claim exceptions rests solely with the Procuring Agency.</p> <p data-bbox="690 1751 1487 1890">When updates and changes to the data in the Reference Files are made because of the periodic updates from the official coding sources (for example, Current Procedural Terminology code updates in the Healthcare Common Procedure Coding</p>

Task Item	Subtasks	Description
	<p>16.4.6 Make Routine Updates Within Agreed Time Period, Using Quality Control and Maintaining an Audit Trail</p> <p>16.4.7 Provide Same-Day Reference File Updates When Necessary</p> <p>16.4.8 Enter Updates to the Managed Care Files, Rate Files, and Cohort tables</p> <p>16.4.9 Make Updates Required by Changes in the National Billing Code System</p>	<p>System file), the updates and changes may be handled as System Change Requests through batch updates with the files maintenance staff responsible only for changes that cannot be accomplished systematically.</p> <p>The Contractor shall make all routine updates and changes to the files within five (5) business days of the requests unless otherwise directed by the Procuring Agency; shall subject the file changes to the Contractor's internal quality control process; shall notify the Procuring Agency in writing when the changes have been made; shall maintain an audit trail that can demonstrate any file changes were requested or authorized by the Procuring Agency, and shall review internal system audit trails to ensure that no unauthorized changes are made to the files.</p> <p>When an update or change to data in the files is necessary on an emergency basis to avoid making an incorrect payment, the Contractor shall make every reasonable attempt to make the changes the same day the change or update is requested.</p> <p>The Contractor shall enter updates to the Managed Care files, Rate Files, and Cohort tables as instructed by the Procuring Agency.</p> <p>The Contractor shall provide qualified expertise through positions or other organizational means to assume the primary responsibility for making changes to the MMIS Reference Files following updates from all national billing code systems and values, including diagnoses, procedures, valid values that are part of the national billing code schemes, and payment</p>

Task Item	Subtasks	Description
	<p data-bbox="427 835 662 1125">16.4.10 Maintain a Reference File Update Instructions Manual and Deliver it to the Procuring Agency</p> <p data-bbox="427 1163 643 1304">16.4.11 Provide the Procuring Agency with Reference Files</p> <p data-bbox="427 1346 630 1562">16.4.12 Accept Reference File Instructions from in Electronic or Paper Media</p> <p data-bbox="427 1604 643 1709">16.4.13 Provide Reference File Reports</p> <p data-bbox="427 1751 643 1887">16.4.14 Provide Sufficient Staff to meet Performance</p>	<p data-bbox="690 289 1414 359">levels that are incorporated into the New Mexico pricing methodologies. This includes:</p> <p data-bbox="690 401 1451 541">16.4.9.1 Tracking changes that are occurring at the national level and within Medicare and assuming the primary responsibility to implement changes approved by the Procuring Agency in the MMIS.</p> <p data-bbox="690 583 1479 688">16.4.9.2 Preparing billing code and pricing updates for the MMIS under the direction of and for the final approval by the Procuring Agency.</p> <p data-bbox="690 730 1484 940">16.4.9.3 Identifying the impact of billing code changes, pricing changes, and payment methodology changes on MMIS exceptions, utilization edits, National Correct Coding Initiative edits, and provider billing, and presenting the results of this analysis to the Procuring Agency for possible implementation of reference file updates.</p> <p data-bbox="690 982 1373 1052">16.4.9.4 Preparing drafts of the communications with providers pertaining to such changes.</p> <p data-bbox="690 1094 1484 1304">The Contractor shall develop and maintain an updated file maintenance manual that documents the instructions used by Contractor staff for updating Reference Files. The Contractor shall supply the current version to the Procuring Agency. Files maintenance instructions are subject to approval by the Procuring Agency.</p> <p data-bbox="690 1423 1442 1528">The Contractor shall provide the Procuring Agency with copies of each Reference File in the requested media when required by the Procuring Agency.</p> <p data-bbox="690 1604 1484 1745">The Contractor shall be capable of accepting initial or maintenance information from the Procuring Agency in hard copy or soft copy formats or as available from official sources on the Internet.</p>

Task Item	Subtasks	Description
16.5 Manage Agreed Payment Schedule	and Quality Standards	<p>The Contractor shall provide scheduled and ad hoc reports based on the information in the reference files.</p>
	16.4.15 Ensure Staff Understand the Reference Files and Provide Training	<p>The Contractor shall provide sufficient files maintenance staff to meet the required performance and quality standards.</p>
	16.4.16 Ensure Staff Understand the Coding Systems and Provide Training	<p>The Contractor shall have staff that are knowledgeable on the uses, functions, and operations of the files and will provide training and assistance to the Procuring Agency and other users as necessary.</p>
	16.4.17 Maintain Real-time Access for Query & Updates Alongside Batch Updates	<p>The Contractor shall have staff members that are knowledgeable on coding systems and will provide training and assistance to providers as necessary.</p>
	16.4.18 Produce Output Reports	<p>The files are and will continue to be available for query and updates in an online, real-time mode but may also be updated through batch processes within a twenty-four (5) hour period unless prior approval is received from the Procuring Agency for an extended due date. The files will be capable of storing and retrieving data as necessary to accurately process and pay claims and to support other MMIS functions.</p>
	16.4.19 Maintain Seven-Year History of Reference File Updates	<p>The Contractor shall produce all output reports as indicated in the system documentation and as set up as production reports in the MMIS.</p>
	16.4.1 Perform Manual Pricing When Procuring	<p>The Contractor shall maintain a history of file updates and previous Reference file data for seven years.</p>

Task Item	Subtasks	Description
	<p>Agency Provides Instructions</p> <p>16.4.21 Update Gross Receipts Tax Rates for Each Region When They Change</p> <p>16.5.1 Invoice the Procuring Agency According to the Operations Payment Schedule</p>	<p>The Contractor shall perform manual pricing when the Procuring Agency can give adequate pricing instructions. The Procuring Agency staff will price services for which the Procuring Agency cannot give adequate pricing instructions.</p> <p>The Contractor will update the Gross Receipts Tax (GRT) rates in the MMIS to accommodate changes that typically occur on January 1 and July 1 of each year. New Mexico's GRT rates vary from county to county, for different towns and cities within a single county, for different zip codes within a town, and may also vary within the same zip code.</p> <p>Contractor shall be paid a fixed monthly rate for delivering these operations, including the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, according to the following schedule:</p> <p>16.5.1.1 Jan 1, 2023 – Jun 30, 2023 \$33,869.20 16.5.1.2 Jul 1, 2023 – Sept 30, 2024 \$33,829.96</p>

Deliverable 17: Ongoing Pharmacy Benefits Management Services [Monthly Fiscal Operations]

<u>Deliverable Seventeen</u>	<u>Due Date</u>	<u>Compensation</u>
Ongoing Pharmacy Benefits Management Services [Monthly Fiscal Operations]	Start:01/01/2023 End:09/30/2024	Total Compensation not to exceed \$2,170,798.05 including NM GRT, to be paid monthly at a rate of approximately: <ul style="list-style-type: none"> • \$103,456.96 per month for 6 months • \$103,337.08 per month for 15 months

Task Item	Subtasks	Description
17.1 Process Pharmacy Claims	17.1.1 Use a Pharmacy Benefits Management System (PBMS)	The Contractor shall process pharmacy claims using a Pharmacy Benefits Management System (PBMS) provided by the Contractor. The Procuring Agency will supply guidance for PBMS operations.
	17.1.2 Maintain Drug Reference Files for Claim Pricing Capability	The Contractor shall maintain the drug reference files for claim pricing capability at all state and federally defined levels using “lower of” logic, claim editing capabilities, and detailed claims history in the PBMS. Selected data elements of the claims history and drug reference files shall be additionally kept in the MMIS through interfaces from the PBMS to the MMIS that shall occur not less than daily.
	17.1.3 Process Weekly Updates from Drug Pricing Service	The Contractor shall process weekly updates from Fiserv Bank or a similar Procuring Agency-approved drug pricing service to receive and update reference file data. The Contractor will provide the subcontracted drug pricing service at no additional cost to the Procuring Agency. Maintain and update all pricing levels as defined by the Procuring Agency, including estimated acquisition costs federal upper limits, NADAC, WAC (wholesale actual cost), federal supply schedule pricing, and any other pricing levels which the Procuring Agency can supply directly or through electronic interface.
	17.1.4 Ensure Sufficiency of PBMS Data	The data maintained in the MMIS as received from the PBMS shall be sufficient to meet all Procuring Agency payment,

Task Item	Subtasks	Description
	<p>17.1.5 Provide Secure Online Access to PBMS Data</p> <p>17.1.6 Maintain Interfaces Between MMIS and the PBMS</p> <p>17.1.7 Maintain Comprehensive Online Audit Trail</p> <p>17.1.8 Use NCPDP standards and Pharmacy Universal Claim Form</p> <p>17.1.9 Enter Data from Paper Claims into the PBMS</p> <p>17.1.10 Protect Confidentiality of Eligibility Information</p>	<p>accounting, inquiry, and MMIS reporting standards. Warrants to the provider are issued by the MMIS.</p> <p>The detailed claims history, reference files, and other databases of the PBMS shall be available to Procuring Agency and Contractor staff online through access-controlled inquiry functions.</p> <p>The Contractor shall maintain the necessary interfaces between the MMIS and the PBMS to ensure the availability of accurate information regarding client eligibility, provider eligibility, other insurance resources, client benefit limitations, managed care enrollment status, and other data necessary for the PBMS to correctly process pharmacy claims.</p> <p>The Contractor shall maintain an audit trail of all database changes and updates accessible through online inquiry, with dates, times, and user ID codes and shall document reference database changes approved by the Procuring Agency.</p> <p>The Contractor shall use NCPDP standards and the Pharmacy Universal Claim Form or a similar form approved by the Procuring Agency, including online submission of multiple ingredient compound prescriptions, ability to receive all NCPDP data fields, voids, rebilling, partial fill transactions, and the most detailed levels of reject code specificity.</p> <p>The Contractor shall process paper claims and adjustments by entering the data into the PBMS using Contractor staff based in New Mexico, within 225 miles of Santa Fe, New Mexico. The staff entering paper claims into the PBMS may be the same Contractor staff that enters non-pharmacy claims into the MMIS.</p> <p>The Contractor shall supply appropriate safeguards to protect the confidentiality of eligibility information, to conform to all</p>

Task Item	Subtasks	Description
17.2 Support Drug Prior Authorization	17.1.11 Process MCO Pharmacy Encounter Claims	<p>Procuring Agency and federal confidentiality laws, and to ensure that Procuring Agency and federal HIPAA data security standards are met.</p>
	17.1.12 Input All Other Claims to the PBMS	<p>The Contractor shall process pharmacy encounter claims from the Procuring Agency's Managed Care Organizations according to requirements and Procuring Agency standards that may differ from fee for service pharmacy claims.</p>
	17.1.13 Limit Pharmacy Payments to CMS-Approved Manufacturers	<p>The Contractor shall process other input documents to the PBMS including, but not limited to, claims for Medicare coinsurance and deductible (crossover claims), in both paper and electronic formats, authorizations for service in paper and electronic formats, and claim adjustments in paper and electronic formats.</p>
	17.1.14 Provide Ongoing Quality Control	<p>Limit payments of pharmacy claims to drugs that are manufactured by companies on the CMS listing of manufacturers with drug rebate agreements, except as directed by the Procuring Agency.</p>
	17.1.15 Provide Local Education for Providers and Clients	<p>The Contractor shall provide for ongoing quality management initiatives subject to Procuring Agency approval.</p>
	17.2.1 Meet Detailed Specifications for the Procuring Agency's Prior Authorization Policies	<p>The Contractor shall access, plan, develop, implement, and evaluate locally-based provider and client education initiatives including pharmacy program-specific training and communications to pharmacy providers, medical providers and clients (recipients).</p> <p>The Contractor shall enforce the Procuring Agency's prior authorization policies by performing the following activities:</p>

Task Item	Subtasks	Description
<p>17.3 Support E- Prescribing</p>	<p>17.3.1 Provide E-Prescribing Interfaces with Third Parties</p> <p>17.3.2 Meet Detailed Specifications for E-Prescribing</p>	<p>17.2.1.1 Receiving prior authorization requests from providers, processing such requests in accordance with Procuring Agency policy, and entering approved authorizations into the PBMS.</p> <p>17.2.1.2 Entering authorization information as necessary from paper copies, reports, logs, or other documents as determined by the Procuring Agency as necessary to process claims timely and accurately including allowing for direct entry of authorization information into the PBMS by Contractor staff.</p> <p>The Contractor shall have the capability to interface with third party vendors to support with the Procuring Agency’s E-Prescribing initiative.</p> <p>The Contractor shall:</p> <p>17.3.2.1 Conduct testing with Procuring Agency-specified, E-Prescribing vendors and become certified to exchange data with those vendors.</p> <p>17.3.2.2 Coordinate the installation of dedicated telecommunication lines between the Contractor’s PBMS and Procuring Agency-specified, E-Prescribing vendors, with those costs to be borne by the other vendors.</p>
<p>17.4 Support Drug Utilization Review</p>	<p>17.4.1 Meet periodically with the Drug Utilization Review Committee</p>	<p>17.3.2.3 Provide a formulary benefit file to third party E-Prescribing vendors on a monthly basis.</p> <p>17.3.2.4 Provide a client eligibility file to third party E-Prescribing vendors on a daily basis.</p> <p>17.3.2.5 Accept eligibility verification requests and return responses in real-time.</p> <p>17.3.2.6 Accept claim history requests and return responses in real-time.</p>

Task Item	Subtasks	Description
<p>17.5 Maintain Pharmacy Support Help Desk</p>	<p>17.4.2 Provide Training on ProDUR Principles</p> <p>17.4.3 Help Eliminate Prescriber ID Errors</p> <p>17.5.1 Maintain and Staff Pharmacy Support Help Desk</p> <p>17.5.2 Keep at Least One Member of the Pharmacy Support Help Desk Located in New Mexico</p> <p>17.5.3 Submit Telephone Company Records to the Procuring Agency Upon Request</p>	<p>The Contractor shall meet periodically with the Drug Utilization Review Committee to ensure that its needs for data, statistics, and other information are met.</p> <p>The Contractor shall provide training to the Procuring Agency staff, to Contractor staff, and to providers on application of Prospective Drug Utilization Review (ProDUR) principles.</p> <p>The Contractor shall work with pharmacies to minimize or eliminate missing or invalid prescriber identifying information.</p> <p>The Contractor, either directly or through the PBMS, shall maintain and completely staff a Pharmacy Support Help Desk available twenty-four (5) hours per day, seven (7) days per week, to include a telephone system, telephone lines and 5-hour pharmacist backup. The telephone lines will be toll-free nationwide.</p> <p>While the Pharmacy Support Help Desk may be located anywhere in the United States, the Contractor shall maintain a minimum of one full-time staff member in New Mexico with pharmacy-specific expertise sufficient to meet the in-state provider needs, including: provider education and communications, proactive problem solving, assisting the Procuring Agency in analysis of provider and client concerns and overall systems needs assessment, planning, implementation and evaluation of targeted resolution areas.</p> <p>The Procuring Agency will monitor the Pharmacy Support Help Desk's performance and blockage rate by calculating monthly averages. The Contractor shall submit reports from</p>

Task Item	Subtasks	Description
17.6 Manage Agreed	17.5.4 Ensure Pharmacy Support Help Desk Staff are Qualified and Trained	the telephone company to the Procuring Agency upon request to allow this calculation to be made.
	17.5.5 Make Timely Responses to Providers' Verbal Inquiries	The Contractor shall ensure all Pharmacy Support Help Desk staff members are trained in billing procedures, current New Mexico Medicaid policy, and telephone etiquette. The Contractor shall provide for periodic training of telephone representatives.
	17.5.6 Keep Waiting-on-Hold Time Within Agreed Service Levels	The Contractor shall respond to all provider inquiries made verbally concerning recipient eligibility, provider status, claim status, billing procedures, and remittance vouchers immediately, if possible. If immediate verbal responses are not possible, written responses to verbal inquiries will be made within five (5) workdays of the date of the call. The Procuring Agency will approve all form letters in writing before they are put in use.
	17.5.7 Keep Call Abandonment Rate Within Agreed Service Levels	The average waiting-on-hold time before callers reach a Help Desk staff member shall not exceed two (2) minutes.
	17.5.8 Provide Corrective Action Plan If Agreed Service Levels are Breached	The Help Desk call abandonment rate must not exceed 5%, as measured on a monthly basis.
	17.5.9 Maintain a Daily Log of Pharmacy Support Help Desk Activity & Keep It Available to the Procuring Agency's	Provide a corrective action plan to the Procuring Agency if A) the abandonment rate exceeds 5% or; B) the average speed of answer exceeds the maximum average two (2) minute threshold or; C) the Procuring Agency determines that an excessive number of calls are being routed to voice mail.
		The Contractor shall maintain a log of Pharmacy Support Help Desk activity that will include, at a minimum and when applicable, the name and phone number of the pharmacy,

Task Item	Subtasks	Description
Payment Schedule	<p data-bbox="427 289 630 359">Pharmacy Administrator</p> <p data-bbox="427 506 659 646">17.5.10 Analyze the Root Cause of Calls & Work to Reduce Them</p> <p data-bbox="427 873 659 1121">17.6.1 Invoice the Procuring Agency According to the Operations Payment Schedule</p>	<p data-bbox="690 289 1502 575">prescriber’s name and identification number, client’s name and identification number, name of drug, therapeutic class, type of call, action taken, and outcome. The Contractor shall make an electronic version of the log available daily to the Procuring Agency’s Pharmacy Administrator. The Contractor shall provide summary reports as directed by the Procuring Agency. The format of the log and of the summary reports will be subject to the Procuring Agency’s approval.</p> <p data-bbox="690 764 1469 869">The Contractor shall document and analyze the reasons for calls and initiate enhancements to reduce the number of calls through better automation, and/or training.</p> <p data-bbox="690 982 1479 1121">Contractor shall be paid a fixed monthly rate for delivering these operations, including the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, according to the following schedule:</p> <p data-bbox="690 1163 1317 1194">17.6.1.1 Jan 1, 2023 – Jun 30, 2023 \$103,456.96</p> <p data-bbox="690 1199 1321 1230">17.6.1.2 Jul 1, 2023 – Sept 30, 2024 \$103,337.08</p>

Deliverable 18: Mi Via Financial Management Agent (FMA) – Ongoing Operations and Maintenance [Monthly Fiscal Operations]

<u>Deliverable Eighteen</u>	<u>Due Date</u>	<u>Compensation</u>
<p>Mi Via FMA - Ongoing Operations and Maintenance [Monthly Fiscal Operations]</p>	<p>Start:01/01/2023 End:09/30/2024</p>	<p>Paid at a Fixed Rate Per Member Per Month and Per Claim Total Compensation Not to Exceed \$ 19,023,762.29 Including NM GRT to be paid monthly at a rate of \$140.55 per member, per month (PMPM) including NMGRT for Mi Via general administration activities, and \$37.37 per claim per month including NMGRT for 21 months.</p>

Task Item	Subtasks	Description
<p>18.1 Serve as Mi Via Financial Management Agent</p>	<p>18.1.1 Perform Financial Management Agent (FMA) Functions for the Mi Via Program</p>	<p>The Contractor shall function as the Financial Management Agent (FMA) for this program. As FMA, the Contractor shall enter employer (participant) and employee information, perform background and criminal record checks on prospective employees, process employee timesheets and invoices, and generate employee payments on behalf of the participant. The Contractor shall create claims for services and goods approved on the SSP and submit them to the MMIS for processing.</p>
	<p>18.1.2 Provide FMA Services, Manage Policies & Retain Records</p>	<p>As the Mi Via Financial Management Agent, the Contractor shall provide financial management services, develop and maintain written policies and procedures, and retain all records in conformance with New Mexico and federal statutes, New Mexico income tax regulations, and federal Internal Revenue Service (IRS) regulations.</p>
	<p>18.1.3 Support Centennial Care's Self-Directed Community Benefit</p>	<p>The Contractor shall function as the FMA for Centennial Care's Self-Directed Community Benefit (SDCB). The cost of the Contractor's FMA services for a Centennial Care member who meets nursing facility Level of Care criteria and elects to self-direct shall be borne by the member's Managed Care Organization, not the Procuring Agency.</p>
<p>18.2 Support Employer</p>		

Task Item	Subtasks	Description
<p>18.4 Support Payroll and Financial Processing</p>	<p>18.4.1 Meet Detailed Specifications for Payroll and Financial Processing</p>	<p>18.3.1.4 Place telephone calls or send email to timesheet and payment request submitters to resolve errors encountered during the data entry process, determine corrections, and enter corrections into the POCMS.</p> <p>The Contractor shall support payroll and financial processing by performing the following activities:</p> <p>18.4.1.1 Set up positive and negative adjustments for retroactive timesheet and payment request changes.</p> <p>18.4.1.2 Initiate retroactive payments, recoveries, and deductions from ongoing payments to offset previous overpayments.</p> <p>18.4.1.3 Compute gross and net wages to employee, including deductions for retroactive recoveries and New Mexico gross receipt taxes.</p> <p>18.4.1.4 Issue checks or direct deposits to employees at least biweekly and to vendors at least weekly.</p> <p>18.4.1.5 Issue checks for retroactive underpayments.</p> <p>18.4.1.6 As directed by the Procuring Agency, block cash transactions and transactions from specified merchant category codes.</p> <p>18.4.1.7 Update the POCMS with payroll and payment information.</p> <p>18.4.1.8 Print and mail participant and vendor payroll/payment reports for any participants and vendors that do not have an email address on file in POCMS.</p> <p>18.4.1.9 Produce all IRS and New Mexico payroll, income tax, and workers compensation forms, reports, and data.</p>

Task Item	Subtasks	Description
<p>18.5 New Mexico Home and Community Based Services Supports Waiver Program</p> <p>18.6 Manage Agreed Payment Schedule</p>	<p>18.5.1 Expansion of New Mexico Supports Waiver program.</p> <p>18.6.1 Invoice the Procuring Agency According to Mi Via Operations Payment Schedule</p>	<p>18.4.1.10 Produce and mail W-2 and 1099 forms to employees and vendors.</p> <p>18.4.1.11 Provide routine workers compensation administration as part of payroll processing.</p> <p>18.4.1.12 Perform an annual reconciliation and reimbursement process to properly account for FICA, SUTA and FUTA dollars for employees/employers who did not generate sufficient wages within the tax year.</p> <p>18.4.1.13 Comply with the requirements of Phase 2 of the HIPAA Operating Rules for Electronic Funds Transfer (EFT) and Electronic Remittance Advice (ERA) [EFT/ERA] transactions by providing the capability for specified providers to receive an ASC X12 816 HIPAA transaction that complies with the requirements of section 1104 of the ACA.</p> <p>18.5.1.1 Procuring Agency/Developmental Disabilities Supports Division (“DDSD”) will release the number of individuals participating in the Supports Waiver program expansion on 7/1/11. The new individuals participating in the expanded Supports Waiver program will be invoiced per the PMPM schedule itemized in task 18.7. The invoice for the individuals added as part of the expansion will be in addition to the current member PMPM invoice.</p> <p>Contractor shall be paid a fixed monthly rate per member, per month (PMPM) for Mi Via general administration activities, including the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, according to the following schedule:</p> <p>18.6.1.1 Jan 1, 2023 – Sept 30, 2024 \$140.55</p> <p>In addition, Contractor shall be paid a fixed rate per claim for Mi Via claims processing and payment, including the applicable New Mexico Gross Receipts Tax (NM GRT) for the month of claim adjudication, according to the following schedule:</p> <p>18.6.1.2 Jan 1, 2023 – Sept 30, 2024 \$37.37</p>

Deliverable 19: General Fiscal Agent Services – Ongoing Operations [Monthly Fiscal Operations]

<u>Deliverable Nineteen</u>	<u>Due Date</u>	<u>Compensation</u>
<p>General Fiscal Agent Services – Ongoing Operations</p> <p>[Monthly Fiscal Operations]</p>	<p>Start:01/01/2023</p> <p>End:09/30/2024</p>	<p>Total Compensation not to exceed \$7,240,212.79 including NM GRT, to be paid monthly at a rate of approximately:</p> <ul style="list-style-type: none"> • \$345,057.63 per month for 6 months • \$344,657.80 per month for 15 months

Task Item	Subtasks	Description
19.1 Provide Organizational Support	19.1.1 Create Organizational Structure to Meet Contract Requirements & Service Levels	The Contractor shall implement and maintain an organizational structure with defined staffing and functional areas to meet all contract requirements, to execute all contractual duties, and to maintain responsive service levels.
	19.1.2 Document Organization Chart for the Total MMIS Operation	The Contractor shall provide a detailed organization chart depicting the Contractor's total MMIS operation. No change may be made to the basic organizational structure without the written approval of the Procuring Agency.
	19.1.3 Maintain Staffing Documented in Organization Chart	The personnel proposed and documented in the Contractor’s organization charts, as appended to the final Agreement and including numbers and assignments for non-key staff, will be the minimum staffing that the Contractor shall maintain unless the Procuring Agency approves a reduction in writing.
	19.1.4 Ensure Staff Meet the Minimum Qualifications Specified	The Contractor shall fill all staff vacancies with similarly qualified persons and shall maintain sufficient qualified personnel to accomplish the work as defined in this Agreement. The following are minimum qualifications that may be waived on a case by case basis should the Procuring Agency concur that the proposed Contractor personnel are qualified to serve in the designated positions:

Task Item	Subtasks	Description
	<p data-bbox="440 873 665 1087">19.1.5 Obtain Procuring Agency Consent Before Diverting Key Personnel</p> <p data-bbox="440 1129 643 1339">19.1.6 Ensure Employees are Assigned According to the Staffing Plan</p> <p data-bbox="440 1381 662 1562">19.1.7 Provide Additional Staff as Necessary to Perform the Agreed Work</p> <p data-bbox="440 1604 654 1856">19.1.8 Inform the Procuring Agency of All Staff Vacancies and Supply Equivalent Skills</p>	<p data-bbox="691 436 1466 646">19.1.4.1 The Executive Account Manager will have a minimum of three (3) years of successful experience in comparable or similar positions with the Contractor or other Medicaid fiscal agent accounts within the past seven (22) years. The Executive Account Manager will be dedicated to this project on a full-time basis.</p> <p data-bbox="691 730 1474 940">19.1.4.2 The Deputy Account Manager will have a minimum of three (3) years of successful experience in comparable or similar positions with the Contractor or other Medicaid fiscal agent accounts within the past seven (22) years. The Deputy Account Manager will be dedicated to this project on a full-time basis.</p> <p data-bbox="691 1024 1446 1087">Diversion of Contractor key personnel requires the express written consent of the Procuring Agency.</p> <p data-bbox="691 1276 1471 1415">The Contractor warrants and represents that all employees to be assigned to the performance of this Agreement will be assigned in accordance with the staffing plan in the Contractor's proposal.</p> <p data-bbox="691 1535 1498 1673">Except where specific staff levels are specified in the contract, the Contractor shall provide additional staff as necessary during the term of the Agreement to perform the work required by the contract.</p> <p data-bbox="691 1791 1498 1854">When specific staffing levels are required by the contract, the Contractor will inform the Procuring Agency of any periods of</p>

Task Item	Subtasks	Description
<p>19.1 Provide Organizational Support (continued)</p>	<p>19.1.9 Protect New Mexico MMIS Staff from Distracting Assignments</p> <p>19.1.10 Designate Staff to Remain On-Call at All Times</p> <p>19.1.11 Ensure Performance of this Contract's Requirements Does Not Require Procuring Agency Personnel</p>	<p>vacancy and will supply the equivalent number of hours with similar personnel.</p> <p>The Contractor shall not use staff dedicated to the New Mexico MMIS to perform other work or give them responsibilities with other contracts that affects their ability to perform their responsibilities in support of the New Mexico MMIS, unless they are replaced by personnel with similar experience and abilities and approved by the Procuring Agency.</p> <p>The Contractor shall designate a sufficient number of on-call staff members so that a contact is always available twenty-four (5) hours per day, seven (7) days per week to handle any production problems or other emergency situations.</p> <p>Performance by the Contractor will not be contingent upon time availability of Procuring Agency personnel or resources with the exception of specific responsibilities stated in this Agreement.</p>
<p>19.2 Provide Infrastructure Support</p>	<p>19.2.1 Meet Agreed Requirements for Geographical Locations of Staff & Functions</p>	<p>19.2.1.1 For the operational phase, the Contractor shall have a physical site located within 225 miles of Santa Fe, New Mexico. At a minimum, staff in this location shall include the New Mexico executive account manager, and deputy account manager and staff supporting claim receipt and scanning, online data entry, resolution of suspended claims, files maintenance, TPL support, and operational and non-pharmacy customer service functions.</p> <p>19.2.1.2 The following functions may be located in any location within the United States during the transition and operational phases: Optical character recognition scanning; claim capture and correction; Pharmacy Benefits Management System (PBMS) help desk services; drug rebate management</p>

Task Item	Subtasks	Description
<p>19.2 Provide Infrastructure Support (continued)</p>	<p>19.2.2 Provide Management and Oversight at Each MMIS Location</p>	<p>and dispute resolution; the MMIS System Maintenance Unit; MMIS technical system platform support; and any subcontracted work.</p> <p>19.2.1.3 All work under this contract must be performed in the contiguous United States, Hawaii, or Alaska. No work under this contract may be performed by offshore resources, or by any resource in US territories outside of the continental United States, without the written consent of the Procuring Agency.</p>
	<p>19.2.3 Provide All MMIS Infrastructure, Forms & Documents</p>	<p>The Contractor shall provide appropriate management and oversight at each location and support good communication structures between the various offices and the Procuring Agency.</p>
	<p>19.2.4 Provide Offices for Staff at the Claims Processing Facility</p>	<p>The Contractor shall provide all office space, equipment, hardware, software, forms, and documents necessary to operate, maintain, and enhance the MMIS and to carry out all MMIS functions.</p>
	<p>19.2.5 Supply All Forms, Paper and Envelopes Other Than Those Few Provided by the Procuring Agency</p>	<p>The Contractor shall provide working office space in their claim processing facility for a minimum of two (2) Procuring Agency staff members, including desks, chairs, and personal computers with access to e-mail and the MMIS.</p>
	<p>19.2.6 Meet Specifications for Courier Services</p>	<p>For forms and supplies, the Procuring Agency shall reimburse the Contractor for claim forms, forms used by Providers as attachments to claims, 1099 forms, provider enrollment applications, all notification letters, Medicaid ID cards, program policy manuals and billing instructions and envelopes used for mailing to providers and clients. All internal form and other supplies used by the Contractor are the financial responsibility of the Contractor. The Contractor should provide electronic media where possible to reduce pass-through cost.</p>

Task Item	Subtasks	Description
<p>19.3 Provide Training and Quality Management</p>	<p>19.2.3 Provide Overnight Delivery of Documents When Required</p> <p>19.3.1 Provide Ongoing Training and Quality Management</p> <p>19.3.2 Provide MMIS Contract Training to Contractor's Managers</p> <p>19.3.3 Provide Initial and Ongoing Training to Procuring Agency Staff & Their Agents</p>	<p>The Contractor shall provide a courier service for picking up documents and distributing documents between their New Mexico offices and the Procuring Agency, other state agencies, and Procuring Agency's Contractors relevant to MMIS functions.</p> <p>19.2.6.1 At least three weekly courier runs must be provided, on Monday, Wednesday and Friday excluding holidays and closures.</p> <p>19.2.6.2 In addition to the regular schedule, the Contractor shall provide for special courier runs when requested by the Procuring Agency due to an urgent need.</p> <p>19.2.6.3 The Contractor shall document the delivery of reports and other data and track the status of deliveries.</p> <p>The Contractor shall provide for daily overnight delivery of documents between their New Mexico and out of state offices as required for timely communications and delivery of documents.</p> <p>19.3.1.1 The Contractor shall schedule for ongoing training of Procuring Agency and Contractor personnel in the use of the MMIS. Computer-based training may be used to supplement classroom training when approved by the Procuring Agency.</p> <p>19.3.1.2 A two-tiered approach to training will be employed to include general initial orientation and advanced training.</p> <p>The Contractor shall provide training to Contractor management personnel enabling them to understand the MMIS Contract requirements.</p>

Task Item	Subtasks	Description
<p>19.4 Coordinate with Procuring Agency Staff and Program Stakeholders</p>	<p>19.3.4 Maintain User Manuals for All Aspects of the MMIS</p>	<p>The Contractor shall provide a training environment that aligns with the production environment.</p>
	<p>19.3.5 Operate a Formal Quality Management Program Approved by the Procuring Agency</p>	<p>The Contractor shall provide initial and ongoing training to all Procuring Agency staff and other agents of the Procuring Agency (e.g., utilization review Contractor staff) that access and use the New Mexico MMIS. Training classes to be scheduled and offered quarterly as agreed to by the Procuring Agency and Contractor</p> <p>The Contractor shall maintain the User Manuals for all aspects of the system. These manuals will provide correct information in sufficient detail and user-friendly language, so that users may accomplish their everyday functions using the MMIS.</p> <p>The Contractor shall maintain all training curriculum and supplemental materials.</p> <p>19.3.5.1 The Contractor shall operate a formal quality management program, as approved by the Procuring Agency, with monthly periodic reports to the Procuring Agency.</p>
	<p>19.4.1 Document All Instructions from the Procuring Agency in a Written Audit Trail</p>	<p>19.3.5.2 The Contractor shall meet with the Procuring Agency on a periodic basis to identify key areas to be addressed by the quality management program.</p>
	<p>19.4.2 Provide Appropriate Representatives to MMIS Planning Meetings</p>	<p>Ensure that all instructions used by the Contractor regarding claim resolution, payment levels and methodologies, system changes, changes to reports, and changes to a provider's status are in writing from an authorized Procuring Agency source and maintained by the Contractor for audit trail purposes.</p>
	<p>19.4.3 Gather & Analyze MMIS</p>	<p>At the Procuring Agency's request, the Contractor shall provide appropriate representation to participate in planning tasks, in meetings, and on task forces for projects that affect</p>

Task Item	Subtasks	Description
	<p>Requirements from Other State Agencies</p> <p>19.4.4 Keep the Procuring Agency Informed of Contractor Operations for Other State Agencies</p> <p>19.4.5 Support All Legal Inquiries & Events as Directed</p> <p>19.4.6 Provide Reasonable Access for Procuring Agency & Federal Staff to Inspect Any MMIS Work Facility</p> <p>19.4.7 Develop a Cost Allocation Plan for Non-Medicaid Use of MMIS</p>	<p>the MMIS, interface with the MMIS, or otherwise require coordination with the Contractor.</p> <p>At the Procuring Agency’s request, the Contractor shall conduct requirement gathering tasks and requirement analysis tasks with other state agencies to prepare the MMIS for other state agency use.</p> <p>The Contractor shall keep the Procuring Agency informed of cost containment activities, service delivery models, and decision support and data access structures and processes that are effective in other state accounts operated by the Contractor.</p> <p>The Contractor shall provide support for hearings, legal cases, audit, inquiries, and other studies as required, including testifying, attending meetings or other scheduled events, responding to subpoenas as directed by the Procuring Agency, and providing other documentation as required.</p> <p>The State of New Mexico, the State Auditor, the U.S. Procuring Agency of Health and Human Services, the U.S. Comptroller General, the U.S. General Accounting Office, or their authorized representatives will, at all reasonable times, have the right to enter the Contractor’s premises or such other places where duties under this Agreement are being performed to inspect, monitor, or otherwise evaluate (including periodic systems testing) the work being performed. The Contractor shall provide reasonable access to all facilities and assistance to the Procuring Agency and federal representatives.</p> <p>The Contractor shall allocate costs for non-Medicaid use of the MMIS according to a Cost Allocation Plan, developed by the Contractor and approved by the Procuring Agency.</p> <p>The Contractor shall support processing claims for other state agencies by:</p>

Task Item	Subtasks	Description
19.5 Conduct Special Mail-Outs	19.4.8 Meet Detailed Specifications for Processing Claims for Other State Agencies	<p>19.4.8.1 Making MMIS system modifications to accommodate appropriate payment methodologies and enforce program rules and policies.</p> <p>19.4.8.2 Accommodating needs for data and statistics for the other state agencies.</p> <p>19.4.8.3 Assuring Contractor staff and managers are trained regarding the specialized non-Medicaid programs to ensure a high quality of service in all areas of the operation.</p>
	19.4.9 Negotiate in Good Faith and Supply Supporting Documentation	
	19.4.10 Resolve Requests from Providers, Clients, TPA and Others	<p>The Contractor shall negotiate in good faith and supply supporting documentation to determine rates and other costs for processing claims and providing other supporting activities when significant program expansions are implemented that significantly expand Contractor responsibilities.</p>
	19.4.11 Develop & Maintain Electronic Information Sharing Methods	<p>The Contractor shall receive, respond to, and resolve requests from providers, clients, the Third-Party Assessor (TPA), other Medicaid Contractors, state agencies, and Procuring Agency staff for information concerning billing, claims status, and other Contractor activities. These inquiries may be verbal or in writing. The demands utilizing this function may vary greatly from time to time due to variations in Contractor performance and changes in policies, procedures, or other Medicaid Program requirements.</p>
	19.5.1 Deliver Special Client and Provider	<p>The Contractor shall develop and maintain information exchange and sharing methods that will enable the Contractor to work closely with providers, other Medicaid Contractors, and Procuring Agency staff. There must be a continual effort to reduce paper and increase electronic information capabilities with everyone served.</p>

Task Item	Subtasks	Description
<p>19.6 Perform Annual SOC 1 Audit</p>	<p>Notices by Paper Mail When Requested by the Procuring Agency</p> <p>19.5.2 Use the Lowest-Bidding Sub-Contractor Who Meets Mail-Out Requirements</p> <p>19.5.3 Assume Responsibility for Mail-Out Errors</p> <p>19.6.1 Complete an Annual, Independent EDP Audit before Each August 15th that Meets the Specifications of SOC 1.</p> <p>19.6.2 Report Any Variances from SOC 1 to the Procuring Agency Before the Audit</p>	<p>The Contractor shall be responsible for all special client and provider mail-outs requested by the Procuring Agency. The Contractor shall produce the quantity of notices applicable for each requested mail-out and ensure that mailings are completed within timeframes designated by the Procuring Agency.</p> <p>The Contractor must use the lowest-bidding Sub-Contractor to perform these printings and mailings consistent with maintaining necessary quality and technology standards. The Contractor may pass through the invoice costs from the Sub-Contractor to the Procuring Agency.</p> <p>The Contractor shall assume financial and legal responsibility for all mail-out errors that are not the result of a Procuring Agency directive.</p> <p>Perform, through an independent Contractor, an in-depth electronic data processing (EDP) audit of internal controls in accordance with the Auditing Standards Board’s “Statements on Standards for Attestation Engagements No. ” (SOC 1) and provide the Procuring Agency with a formal written report of this audit. This report shall be provided not later than August 15th following each state fiscal year, or partial state fiscal year, that the Agreement is in effect, and shall cover the previous state fiscal year. If the Agreement expires or is terminated prior to the August 15th deadline in a year in which a submission of a Service Audit Report is required, the Contractor’s obligation to submit such report to the Procuring Agency shall survive the expiration or termination of the Agreement.</p> <p>The Contractor shall report to the Procuring Agency any restrictions or limitations on the scope of the audit varying</p>

Task Item	Subtasks	Description
19.7 Perform Annual SOC2 Audit	19.6.3 Ensure SSAE 16 Auditor is Independent of Contractor's Corporate CPA	<p>from the Statements on Standards for Attestation Engagements No. 18 prior to completing the audit, for approval or disapproval by the Procuring Agency.</p>
	19.6.4 Obtain Procuring Agency Approval of Auditor Selected	<p>The EDP auditor shall be an independent auditing firm other than the CPA firm engaged as the Contractor's corporate auditor.</p>
	19.6.5 Require Auditor to Report Initial Findings to Procuring Agency Before Reporting to Contractor	<p>The selection of and contract with the EDP auditor shall be subject to the approval of the Procuring Agency.</p>
	19.6.6 Require Auditor to Submit Final Report to Procuring Agency, with Rights to Distribute it to Other Auditors	<p>The Contractor shall require the EDP auditor to submit a draft report of its initial audit findings to the Procuring Agency prior to receiving any comments and input from the Contractor.</p>
	19.6.7 Deliver a Corrective Action Plan for Any Deficiencies Identified in Auditor's Final Report & Obtain	<p>The Contractor shall require the EDP auditor to submit a final report of its findings to the Procuring Agency following comments and input from the Contractor. The Procuring Agency shall have the right to provide copies of the final report to the Procuring Agency's external and internal auditors.</p>
		<p>The Contractor shall include with the report a corrective action plan detailing any deficiencies identified in the report and</p>

Task Item	Subtasks	Description
<p>19.8 Manage Agreed Payment Schedule</p>	<p>Procuring Agency Approval</p>	<p>target dates for correction. The Procuring Agency will assess and respond to the acceptability of the correction plan.</p>
	<p>19.7.1 Complete an Annual Independent audit August 15th each year, that meets the Specifications of SOC 2 in the Security Category</p>	<p>The Contractor will provide a SOC 2 (System and Organization Controls) Type II Examination Report (SOC 2 Report) covering the controls specific to the Services provided to the Contract Administrator and relevant to the Trust Services Principles of Security, for the procuring agency.</p> <p>19.7.1.1 The Contractor shall provide Procuring Agency with a copy of the SOC 2 Report as soon as reasonably possible after the conclusion of such examination, but no later than August 15th, each year following the state fiscal year or partial state fiscal year, that the agreement is in effect and shall cover the previous twelve-month period ending June 11th. If the Agree expires or is terminated prior to the August 15th deadline in a year in which submission of a Service Audit Report and correction plan is due to Procuring Agency, the Contractor’s obligation to submit such report and plan to the Procuring Agency shall survive the expiration or termination of the Agreement.</p>
	<p>19.8.1 Invoice the Procuring Agency According to the Operations Payment Schedule</p>	<p>Contractor shall be paid a fixed monthly rate for delivering these operations, including the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, according to the following schedule:</p> <p>19.8.1.1 Jan 1, 2023 – Jun 30, 2023 \$345,057.63 19.8.1.2 Jul 1, 2023 – Sept 30, 2024 \$344,657.80</p>

Deliverable 20: Turnover at End of Contract

<u>Deliverable Twenty</u>		<u>Due Date</u>	<u>Compensation</u>
Turnover at End of Contract		As Requested by The Procuring Agent	No Compensation
Task Item	Subtasks	Description	
20.1 Develop and Maintain Turnover Plan	<p>20.1.1 Provide Turnover Plan per Agreed Schedule</p> <p>20.1.2 Meet Detailed Specifications for Turnover Plan</p>	<p>Within sixty (60) days of receipt of notification of intent to transfer or replace any segment of MMIS components (in any event, no later than twenty-four (24) months prior to the end of the Contract, including extensions), the Contractor shall provide a Turnover Plan to the Procuring Agency. Such Plan, and all subsequent activities related to Turnover, shall apply to Contractor and all its Sub-Contractors.</p> <p>The Turnover Plan will include, at a minimum, Contractor's:</p> <p>20.1.2.1 Proposed approach to Turnover.</p> <p>20.1.2.2 Tasks and sub-tasks for Turnover.</p> <p>20.1.2.3 Schedule for Turnover.</p> <p>20.1.2.4 Production program and documentation update and sign-off procedures during Turnover, attestation of manuals and training documents being up to date, and Contractor's plan for notification of Turnover to submitters.</p> <p>20.1.2.5 A statement of the resources that will be required by the Procuring Agency or its Contractors to take over the operational responsibilities of the MMIS.</p> <p>20.1.2.6 Estimates of the number and type of personnel required to operate the equipment and the system, and to perform the other functions of the MMIS. The statement will be separated by type of activity including, at a minimum, the staff categories defined by the Procuring Agency.</p> <p>20.1.2.7 A statement of the number, type, and all costs associated with all Contractor personnel that will be available for operations as well as the additional Contractor staff needed for turnover activities</p>	

Task Item	Subtasks	Description
<p data-bbox="196 281 415 472">20.1 Develop and Maintain Turnover Plan (continued)</p> <p data-bbox="196 877 415 1087">20.2 Provide Turnover Support for Specified System Processes</p>	<p data-bbox="415 281 678 527">20.1.2 Meet Detailed Specifications for Turnover Plan (continued)</p> <p data-bbox="415 1129 678 1375">20.2.1 Turn Over Items Specified, According to the Procuring Agency's Directions and Schedule</p>	<p data-bbox="678 281 1516 724">20.1.2.8 A Statement of Resource Requirements that clearly describes all facilities and other resources required to operate any component of the MMIS, including data processing hardware/equipment, system and special software, other equipment, telecommunications circuits, office space, volumetric data, and any other requirements to estimate levels of effort or system specifications. The Statement of Resource Requirements will be based on the Contractor's experience in the operation of the MMIS and will reflect actual Contractor resources devoted to the operation of the system. The Contractor shall also provide a detailed organization chart depicting the Contractor's total MMIS operation.</p> <p data-bbox="678 877 1516 1060">Upon the Procuring Agency's initiation of turnover activities of Omnicaid, PDCS, Rebate, FADS, CDSS, or Self-Directed Care/Mi-Via, whether to the Procuring Agency or a successor Contractor, the Contractor shall turn over the following as directed and scheduled by the Procuring Agency:</p> <p data-bbox="678 1087 1516 1192">20.2.1.1 All non-proprietary computer source code on magnetic tapes or electronic media such as COLD or CD as directed by the Procuring Agency.</p> <p data-bbox="678 1220 1516 1297">20.2.1.2 All necessary non-proprietary data and non-proprietary reference files in a format directed by the Procuring Agency.</p> <p data-bbox="678 1325 1516 1430">20.2.1.3 All JCL and other utilities required to operate the Omnicaid, PDCS, Rebate, FADS, CDSS, or Self-Directed Care/Mi-Via, including transferring software licenses.</p> <p data-bbox="678 1457 1516 1535">20.2.1.4 All records of claims, providers, encounters, etc., created during the full term of the contract.</p> <p data-bbox="678 1562 1516 1772">20.2.1.5 Required documentation including, at a minimum, the non-proprietary system documentation, non-proprietary user and non-proprietary operation manuals that are currently used to operate and/or maintain Omnicaid, PDCS, Rebate, FADS, CDSS, or Self-Directed Care/Mi-Via, including non-proprietary training manuals and non-proprietary Companion Guides.</p>

Task Item	Subtasks	Description
	<p data-bbox="427 1549 657 1690">20.2.2 Train the Designated Staff in MMIS Operations</p>	<p data-bbox="690 352 1503 527">20.2.1.6 Current non-proprietary operational and non-proprietary training manuals, non-proprietary Companion Guides and non-proprietary policies for Omnicaid, PDCS, Rebate, FADS, CDSS, or Self-Directed Care/Mi-Via shall be provided in their latest and most up to date versions.</p> <p data-bbox="690 562 1503 627">20.2.1.7 Current procedures for updating non-proprietary computer programs, JCL, and related documentation.</p> <p data-bbox="690 663 1503 837">20.2.1.8 Any other non-proprietary items determined to be required in support of a successful turnover, including (for example) identification and specifications for all Omnicaid, PDCS, Rebate, FADS, CDSS, or Self-Directed Care/Mi-Via interfaces.</p> <p data-bbox="690 873 1471 900">20.2.1.9 All non-proprietary configuration management logs.</p> <p data-bbox="690 936 1503 1367">20.2.1.10 Contractor must participate fully in the Procuring Agency's required planning and mapping sessions on non-proprietary data conversion and transfer. Contractor must provide current and timely information on its data elements and database specifications and provide a data dictionary to assist in the mapping required for data transfer. Contractor shall ensure that it takes the steps necessary to deliver timely, complete and satisfactory transmission of non-proprietary data to the new data locations designated by the Procuring Agency. At a minimum, such steps shall include dedicated Contractor resources to assist with successful export and import of data to the Procuring Agency designated recipient.</p>

Task Item	Subtasks	Description
<p data-bbox="207 1142 386 1285">20.3 Provide Post-Turnover Support</p> <p data-bbox="207 1759 386 1860">20.4 Support Data Conversion</p>	<p data-bbox="427 478 667 693">20.2.3 Provide the Specified Turnover Results Report to the Procuring Agency</p>	<p data-bbox="690 289 1503 646">At the request of the Procuring Agency, the Contractor shall train designated staff of the Procuring Agency and its designated agents in the operation of select non-proprietary facets of Omnicaid, PDCS, Rebate, FADS, CDSS, or Self-Directed Care/Mi-Via. Unless directed otherwise by the Procuring Agency, such training will be completed at least five (5) months prior to the end of the contract. Such training will address critical processes and procedures required to successfully operate Omnicaid, PDCS, Rebate, FADS, CDSS, or Self-Directed Care/Mi-Via.</p>
	<p data-bbox="427 760 651 1045">20.2.4 Ensure Contractor's MMIS Staff are Free to Accept New Employment with Successor MMIS Operator</p>	<p data-bbox="690 806 1503 911">Following the turnover of operations, provide the Procuring Agency with a Turnover Results Report that will document completion and results of each step of the Turnover Plan.</p> <p data-bbox="690 1003 1503 1108">The Contractor may not prohibit any staff or management working for the MMIS from choosing to accept a position with a successor MMIS Contractor or the State of New Mexico.</p>
	<p data-bbox="427 1117 646 1402">20.2.5 Ensure MMIS Operations, Reporting and Deliverables Up to the Last Day of Contract Expiration</p>	<p data-bbox="690 1331 1503 1801">The Contractor shall be responsible for the completion of all operational activities, reporting, and deliverables. These activities include but are not limited to payment issuance; mailing of warrants; remittance advices and notices; update of MMIS to reflect cycle activity; transfer of files; turnover of all in process documents; daily, weekly, monthly, and quarterly reporting; and satisfying all terms of the Procuring Agency approved turnover plan. Contractor shall take all necessary steps to ensure that all pended provider applications are closed by the turnover date, as determined and agreed to by Procuring Agency and Contractor, that all suspended claims are worked by the turnover date and that its 1099 file reflects all payments for the calendar year.</p>
	<p data-bbox="427 1688 646 1860">20.3.1 Correct Data Errors Made During Turnover at No Additional Cost</p>	

Task Item	Subtasks	Description
<p>Prior to Turnover</p>	<p>20.3.2 Negotiate Compensation Levels for Any MMIS Support Requested After Turnover is Complete</p> <p>20.4.1 Run Automated Scripts</p> <p>20.4.2 Turnover and Transition Process</p> <p>20.4.3 Support Data Conversion Testing</p>	<p>Following the turnover of operations, the Contractor shall supply corrections of data errors caused by incomplete or erroneous transfer at turnover, as determined by the Procuring Agency, at no additional cost to the Procuring Agency.</p> <p>Notwithstanding the terms of this deliverable, at the conclusion of the turnover period and at the option of the Procuring Agency, the Contractor may be asked to continue, at a compensation level agreed to between the Procuring Agency and the Contractor, support for some for Omnicaid, PDCS, Rebate, FADS, CDSS, or Self-Directed Care/Mi-Via operations should the successor Contractor fail to satisfactorily implement or perform those operations.</p> <p>Contractor shall suggest areas and methods for automated clean up and at Procuring Agency's request, run scripts to clean up data in an automated fashion. Data clean-up will be performed through the current numbered memo process for maintenance of the system</p> <p>The Contractor shall support turnover and transition process through Dec 12st, 13 as necessary to include decommission of equipment and other systems.</p> <p>Contractor will utilize existing legacy Omnicaid system maintenance staff to support new vendor testing with the Procuring Agent and its designated agents, review results, re-test (multiple times) and re-validate for up to six (6) months of iterations. Contractor shall have a dedicated test environment (and staff) in which to produce extracts, scripts for cleansing data, for report production, reviewing test results, and performing multiple iterations of review and testing. Contractor shall recommend refinements to the testing as it deems appropriate. No new hardware or software will be purchased for this purpose.</p> <p>20.4.3.1 The downloaded data will be supplied at a frequency requested by the Procuring Agency or vendor for a period limited to 8 months; after which charges will apply based on CPU costs.</p> <p>20.4.3.2 If more staff are necessary to support the Data Conversion Testing, the procuring agent will utilize</p>

Task Item	Subtasks	Description
<p>20.4 Support Data Conversion Prior to Turnover (continued)</p> <p>20.5 Manage Turnover Work per Compensation Agreement</p> <p>20.6 Deliver and Review Documents</p> <p>20.22 DoIT Formal Acceptance and Sign-off</p>	<p>20.4.4 Parallel Testing</p> <p>20.4.5 Provide Data Cleansing Reports</p> <p>20.5.1 Acknowledge There is No Compensation for Deliverable 6</p> <p>20.6.1 Deliver and Review Documents to Procuring Agency</p> <p>20.6.2 Deliver and Review Documents to the Contractor</p>	<p>Deliverable Twenty-four (5) for supplemental support staffing.</p> <p>20.4.3.3 The Omnicaid, PDCS, Rebate, FADS, CDSS, or Self-Directed Care/Mi-Via data conversion will be organized, managed and led by the Procuring Agency or the vendor receiving the data.</p> <p>Contractor will use existing Omnicaid legacy system maintenance staff to perform parallel testing with each of the Procuring Agency's new vendor(s) for up to six (6) months prior to and three (3) months after Turnover if requested by the Procuring Agency. The Parallel Testing will be organized, managed and led by the Procuring Agency or the vendor receiving the data.</p> <p>Contractor will use existing Omnicaid maintenance staff to produce reports of data that could not be cleansed with automated processing. Such reports shall be provided to Procuring Agency for manual clean up in the system prior to next test run.</p> <p>Contractor shall meet all specifications for Deliverable 6 with no compensation from Procuring Agency for this work as long as not additional staff, hardware or software are required beyond what is currently utilized in the current contract.</p> <p>Contractor shall: provide the following documents to Procuring Agency by email at least 10 business days prior to Contractor presenting the information to Procuring Agency Project Manager:</p> <ul style="list-style-type: none"> • Proposed approach to Turnover. • Tasks and sub-tasks for Turnover. • Schedule for Turnover <p>Procuring Agency shall review the documentation presented by the Contractor within five business after the Contractor formally</p>

Task Item	Subtasks	Description
		20.8.1.4 The Contractor shall not prohibit any staff or management working for the CSCC, MAD, Provider Relations, Mi Via, or HIPAA EDI call center functions from choosing to accept a position with the State of New Mexico.

Deliverable 21: Certification of Electronic Visit Verification (EVV) Centers for Medicare and Medicaid Services (CMS) and CMS Reporting

<u>Deliverable Twenty-one</u>	<u>Due Date</u>	<u>Compensation</u>
EVV- CMS Certification and CMS Reporting	Start:01/01/2023 End:09/30/2024	Total Compensation not to exceed \$647,978.17 including NM GRT, to be paid according to the below schedule: <ul style="list-style-type: none"> • \$443,131.46 upon CMS certification • \$22,760.75 per month for 9 months

Task Item	Sub Tasks	Description
21. EVV Certification	21.1 CMS Certification	<p>The Contractor shall collaborate with Procuring Agency through the CMS EVV certification process as follows:</p> <ul style="list-style-type: none"> • Provide an EVV component that meets the applicable CMS certification requirements and complies with the applicable CMS EVV Guidance and 21st Century Cures Act requirements. • Comply with applicable CMS EVV outcomes statements, evaluation criteria and KPI's for EVV ; • Provide the necessary data, artifacts and evidence for CMS Operational Readiness Review (ORR) and Certification Review (CR) as defined in the EVV CMS Guidance; • Work with Procuring Agency to review the data, artifacts and evidence and update the documentation if needed; • As part of weekly and monthly status report, provide update on EVV Certification activities; and • Resolve issues that prevent the Procuring Agency from receiving certification based upon EVV components of the FS Module. • Provide KPI metrics back to the implementation date of 1/1/2021 as part of documentation to CMS. <p>The Contractor is responsible for the following Certification Activities during the Operational Readiness Review (ORR)/Certification Reviews (CR):</p>

Task Item	Sub Tasks	Description
<p>21.2 Ongoing Operations</p>	<p>21.2.1 Follow CMS KPI Reporting Schedule</p>	<ul style="list-style-type: none"> • Coordinate, participate, and prepare for EVV Certification activities and provide necessary artifacts. • Prior to the ORR/CR, Contractor must provide all the evidence required on the intake form and prepare responses to answer any questions from CMS; • For the ORR/CR, conduct the demo, participate in and contribute to the review; • Prior to the ORR/CR, the Contractor must submit the KPI report after go live quarterly at a minimum; • Prior to the ORR/CR, the Contractor must submit the KPI report and underlying data to the Procuring Agency for approval to send to CMS back to the implementation date of 1/1/21; • For the ORR/CR, the Contractor must provide evidence for the 6 data elements required by the Cures Act during the 6 months of go live prior to the review; and • For the ORR/CR, demonstrate the evaluation criteria in the production environment and performance against KPIs, including calculation of each of the KPIs; • The Contractor will need to provide evidence in its data repository for the EVV evaluation criteria and grant access to CMS as well as report against the KPIs. <p>Respond to questions from the Procuring Agency or CMS and MITRE for EVV; and Provide follow up documentation for action items from CMS and MITRE for the Procuring Agency to receive final certification.</p> <p>21.2.1 During M&O the contractor must follow the CMS KPI Reporting Schedule to submit KPI reports to the State for approval to send to CMS.</p>

Task Item	Sub Tasks	Description
21.3 Managed Agreed Payment Schedule	21.2.2 Prepare quarterly updates	21.2.2 Prepare the annual KPI for privacy and security and review, including: <ul style="list-style-type: none"> • Submission of a 508-test report for compliance with the Americans with Disabilities Act
	21.2.3 Support continued compliance and consultation with CMS	21.2.3 Prepare quarterly updates and report out on the Plan of Action and Milestones (POA&M), for deficiencies remediation identified in the three independent audits.
		21.2.4 Support of a CMS Certification SME for review continued through 12/12/3 compliance and consultation discussions with CMS.
	21.3.1 Invoice the Procuring Agency according to the Subtask Payment schedule	21.3.1 The CONTRACTOR shall invoice the Procuring Agency and the Procuring Agency shall pay Contractor for the following percentages of Deliverable 21 compensation plus estimated NMGRT, upon the following events: 21.3.2 Upon CMS Certification of the EVV System, \$443,131.46 21.3.3 Jan 1, 2024 – Sept 30, 2024 \$22,760.75

Deliverable 22: CDSS – Operations and Maintenance [Monthly System Operations]

<u>Deliverable Twenty-two</u>	<u>Due Date</u>	<u>Compensation</u>
<p align="center">CDSS – Operation and Maintenance</p> <p align="center">[Monthly System Operations]</p>	<p>Start:01/01/2023 End:09/30/2024</p>	<p>Total Compensation not to exceed, \$1,785,451.07 including NM GRT, to be paid monthly at a rate of approximately:</p> <ul style="list-style-type: none"> • \$85,091.91 per month for 6 months • \$84,993.31 per month for 15 months

Task Item	Subtasks	Description	
22.1 Operate the CDSS	22.1.1 Host the CDSS	The Contractor shall host the CDSS at its facility on hardware it provides and maintains.	
	22.1.2 Operate and Maintain the CDSS	The Contractor shall operate the CDSS and update ETL processes as required by changes in MMIS table structures.	
	22.1.3 Meet Required Service Levels	22.1.3.1	The CDSS shall be available at least 99.9% of the time effective on the first day of the fourth month following implementation, excluding scheduled downtime.
		22.1.3.2	The Contractor shall request scheduled downtime at least 222 hours in advance of the outage.
		22.1.3.3	The Contractor shall provide quarterly performance reports.
22.1.3.4		The Contractor shall provide telephone support on Procuring Agency business days from 8 a.m. to 5 p.m. Mountain Time, and email support at all other times.	
22.1.4 Provide Access to Procuring Agency Users	The Contractor shall provide access to up to 10 users, as designated by the Procuring Agency.		
22.1.5 Support Required Reporting	The Contractor shall support the Procuring Agency’s CMS Adult Quality Grant reporting and Quality Improvement Project		

Task Item	Subtasks	Description
<p>22.2 Enhance the CDSS</p> <p>22.3 Turnover Support for CDSS</p> <p>22.4 Manage Agreed Payment Schedule</p>	<p>22.2.1 Define Desired Capabilities</p> <p>22.2.2 Incorporate and Deploy Defined Enhancement</p> <p>22.3.1 Receive Notice from Procuring Agency</p> <p>22.3.2 Provide Turnover Support</p> <p>22.4.1 Invoice the Procuring Agency According to the Operations Payment Schedule</p>	<p>requirements through the provision of standardized analytical processes, data extracts and reporting tools.</p> <p>Following the initial deployment of the CDSS, the Contractor shall work with the Procuring Agency to define enhanced features to meet Adult Quality Grant objectives and Procuring Agency priorities</p> <p>The Contractor shall enhance the CDSS as defined by the Procuring Agency and deploy version 2.0 of the system.</p> <p>Within thirty (30) days of receipt of notification of the Procuring Agency’s intent to assume responsibility for the CDSS function, the Contractor shall:</p> <p>22.3.2.1 Enter into a mutually acceptable licensing agreement with the Procuring Agency.</p> <p>22.3.2.2 Provide estimates of the staffing and hardware resources required to maintain the application under Procuring Agency staff operation.</p> <p>22.3.2.3 Provide all necessary application documentation to facilitate the transition to state staff operation.</p> <p>Contractor shall be paid a fixed monthly rate for delivering these operations, plus the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, according to the following schedule:</p> <p>22.4.1.2 Jan 1, 2023 – Jun 30, 2023 \$ 85,091.91 22.4.1.3 Jul 1, 2023 – Sept 30, 2024 \$84,993.31</p>

Deliverable 23: Data Warehouse – Ongoing Operation and Maintenance (Monthly System Operations)

<u>Deliverable Twenty-three</u>		<u>Due Date</u>	<u>Compensation</u>
<p>Data Warehouse – Ongoing Operation and Maintenance</p> <p>[Monthly System Operations]</p>		<p>Start: 01/01/2023 End: 09/30/2024</p>	<p>Total Compensation not to exceed, \$ 4,104,011.40 including NM GRT, to be paid monthly at a rate of approximately:</p> <ul style="list-style-type: none"> • \$195,591.00 per month for 6 months • \$195,364.36 per month for 15 months
Task Item	Subtasks	Description	
23.1 Meet Data Warehouse System Requirements	23.1.1 Implement a Data Warehouse (DW) Comparable to the Current System	<p>The CONTRACTOR shall continue to support a Data Warehouse (DW) that will be accessible, by using key fields, for ad hoc reporting, analysis, and other Procuring Agency needs. The CONTRACTOR shall provide a Data Warehouse that meets or exceeds the functionality available in the current system, as proposed by the CONTRACTOR, and accepted by the Procuring Agency. Modifications to the Data Warehouse require approval by the Procuring Agency.</p>	
	23.1.2 Meet Detailed DW Specifications	<p>The Data Warehouse must:</p> <p>23.1.2.1 Include servers at CONTRACTOR, and/or Procuring Agency locations to provide sufficient power, performance, and query response time by splitting the overall workload between the two systems, and to support backup, and disaster recovery, eliminating downtime during supported business hours.</p> <p>23.1.2.2 Ensure the server hardware has processor speed, cache attributes, video capability, working memory, and storage specifications sufficient to deliver the agreed service levels for the Data Warehouse.</p> <p>23.1.2.3 Be refreshed on a regular or as-needed basis per Procuring Agency requirements from the central, host-resident, live database. Various reference files will be</p>	

<u>Deliverable Twenty-three</u>	<u>Due Date</u>	<u>Compensation</u>
<p>Data Warehouse – Ongoing Operation and Maintenance</p> <p>[Monthly System Operations]</p>	<p>Start: 01/01/2023 End: 09/30/2024</p>	<p>Total Compensation not to exceed, \$ 4,104,011.40 including NM GRT, to be paid monthly at a rate of approximately:</p> <ul style="list-style-type: none"> • \$195,591.00 per month for 6 months • \$195,364.36 per month for 15 months

Task Item	Subtasks	Description
		<p>refreshed monthly, weekly, or daily, as approved by the Procuring Agency. Data for clients, and providers will be refreshed daily. Data for claims will be refreshed weekly.</p> <p>23.1.2.4 Accommodate the Procuring Agency's business needs to readily access or receive MMIS data</p> <p>23.1.2.5 Contain all data necessary to emulate the live data from the host computer, and all data necessary for the functional areas to perform all data-related tasks. A minimum of seven (7) years of data will be maintained with the capability to load archived data for special requirements.</p> <p>23.1.2.6 Provide a minimum of 100 licenses for State users for Sybase or whatever Procuring Agency–approved software supports the Data Warehouse. The software version shall be the latest available release. The CONTRACTOR is responsible for migrating the Data Warehouse to future releases of the software.</p> <p>23.1.2.7 Provide Procuring Agency personnel access, and permit them to sort, select, query, statistically manipulate, and report on the data, with the assistance, and training provided by the CONTRACTOR.</p> <p>23.1.2.8 Provide tools to the Procuring Agency for accessing the Data Warehouse via the Procuring Agency network. The tools will allow users to define or select output formats. The tools will include, but not be limited to, fourth-generation languages (using English sentences), graphics, statistical social science-oriented languages, "cookbook programs", and</p>

<u>Deliverable Twenty-three</u>	<u>Due Date</u>	<u>Compensation</u>
<p>Data Warehouse – Ongoing Operation and Maintenance</p> <p>[Monthly System Operations]</p>	<p>Start: 01/01/2023 End: 09/30/2024</p>	<p>Total Compensation not to exceed, \$ 4,104,011.40 including NM GRT, to be paid monthly at a rate of approximately:</p> <ul style="list-style-type: none"> • \$195,591.00 per month for 6 months • \$195,364.36 per month for 15 months

Task Item	Subtasks	Description
		<p>other pre-programmed utilities required by the Procuring Agency.</p> <p>23.1.2.9 Provide the flexibility to interface, and extract data into other applications, and products (e.g., Excel, SAS, other PC-based software) online without the need for programming expertise.</p> <p>23.1.2.10 Incorporate business intelligence tools (such as Cognos, as approved by the Procuring Agency) to be used as a reporting tool for users of the data warehouse. The CONTRACTOR shall provide licenses to the business intelligence software for a minimum of 100 users, and shall install, and configure the software.</p> <p>23.1.2.11 Incorporate Executive Information reporting capabilities, using a framework provided by the CONTRACTOR, tailored to fit the Procuring Agency’s needs.</p> <p>23.1.2.12 The Executive Information reporting capabilities shall provide convenient, “point and click” dashboard reporting of claims, provider, client, and financial data as developed by the CONTRACTOR in response to Procuring Agency requirements. These reports shall provide multiple options for viewing aggregated data. The Executive Information reporting capabilities shall allow for the graphical display of report data, and allow users to save reports, and graphs in a variety of formats.</p>

<u>Deliverable Twenty-three</u>	<u>Due Date</u>	<u>Compensation</u>
<p>Data Warehouse – Ongoing Operation and Maintenance</p> <p>[Monthly System Operations]</p>	<p>Start: 01/01/2023 End: 09/30/2024</p>	<p>Total Compensation not to exceed, \$ 4,104,011.40 including NM GRT, to be paid monthly at a rate of approximately:</p> <ul style="list-style-type: none"> • \$195,591.00 per month for 6 months • \$195,364.36 per month for 15 months

Task Item	Subtasks	Description
23.2 Operate and Maintain Data Warehouse	<p>23.2.1 Operate, Maintain, and Update the Executive Information Reporting</p> <p>23.2.2 Make Timely MMIS Downloads</p>	<p>23.1.2.13 All databases will comply with current ANSI SQL standards.</p> <p>The CONTRACTOR shall operate and maintain a Data Warehouse (DW) that will be accessible, by using key fields, for ad hoc reporting, analysis, and other Procuring Agency needs.</p> <p>The CONTRACTOR shall supply the necessary hardware, software, telecommunications, and other components and information technology staff support to operate the system.</p> <p>Modifications to the Data Warehouse as requested by the Procuring Agency.</p> <p>The CONTRACTOR shall operate and maintain the Executive Information reporting capabilities. In response to the changing needs of users, the CONTRACTOR shall incorporate new or modified reports into the Executive Information reporting capabilities using dedicated resources in accordance with the contract's change management procedures.</p>

<u>Deliverable Twenty-three</u>	<u>Due Date</u>	<u>Compensation</u>
<p>Data Warehouse – Ongoing Operation and Maintenance</p> <p>[Monthly System Operations]</p>	<p>Start: 01/01/2023 End: 09/30/2024</p>	<p>Total Compensation not to exceed, \$ 4,104,011.40 including NM GRT, to be paid monthly at a rate of approximately:</p> <ul style="list-style-type: none"> • \$195,591.00 per month for 6 months • \$195,364.36 per month for 15 months

Task Item	Subtasks	Description
23.3 Provide Data Warehouse Support and Analysis	23.2.3 Maintain Flexibility in the Data Structure	<p>The CONTRACTOR shall download the host MMIS data to the Data Warehouse within 24 hours of the agreed-upon file refresh frequency.</p> <p>23.2.3 The CONTRACTOR shall be able to easily and rapidly change the data structure so that data elements, fields, or values can be added, changed, or updated; or the lengths of data fields can be expanded as required by the Procuring Agency.</p>
	23.2.4 Upgrade DW Hardware on the Agreed Schedule	<p>23.2.4.1 The CONTRACTOR shall allow for growth in usage on a schedule that anticipates the need for faster processing, more memory, and expansion of available storage capacity.</p> <p>23.2.4.2 The CONTRACTOR shall provide scheduled hardware upgrades. Each server shall be replaced every four years on a staggered schedule.</p>
	23.3.1 Meet Detailed Specifications for DW Technical Support Unit	<p>The CONTRACTOR shall provide a Technical Support Unit comprising a staff of technical analysts to provide reporting and Data Warehouse support. The Technical Support Unit will:</p> <p>23.3.1.1 Produce ad hoc and periodic reports and decision support at the request of MMIS users</p> <p>23.3.1.2 Provide training and assistance on the use of the MMIS Data Warehouse and query tools</p>

<u>Deliverable Twenty-three</u>	<u>Due Date</u>	<u>Compensation</u>
<p>Data Warehouse – Ongoing Operation and Maintenance</p> <p>[Monthly System Operations]</p>	<p>Start: 01/01/2023 End: 09/30/2024</p>	<p>Total Compensation not to exceed, \$ 4,104,011.40 including NM GRT, to be paid monthly at a rate of approximately:</p> <ul style="list-style-type: none"> • \$195,591.00 per month for 6 months • \$195,364.36 per month for 15 months

Task Item	Subtasks	Description
		<p>23.3.1.3 Program user PC-based queries into the Data Warehouse; and provide for development of query tools and other decision support software.</p> <p>23.3.1.4 Participate in the program planning and development functions at the Procuring Agency’s request.</p> <p>23.3.1.5 Oversee downloading and refreshing of data into the Data Warehouse and ensure the accuracy and completeness of such data through appropriate balancing and monitoring procedures.</p> <p>23.3.1.6 Support the efficient use of the Data Warehouse through appropriate indexing of fields and structuring of data.</p> <p>23.3.1.7 Support Data Warehouse development through attending meetings and representing the CONTRACTOR when local representation is required.</p> <p>23.3.1.8 Investigate issues of data accuracy and validation for ad hoc reports.</p> <p>23.3.1.9 Functions as subject matter experts on MMIS data and databases.</p>
	<p>23.3.2 Ensure Technical Support Unit Staff are Qualified and</p>	<p>The Technical Support Unit shall consist of a technically and operationally experienced skilled staff consisting at a minimum of a Technical Support Manager, a Database Administrator (DBA), and a sufficient number of technical</p>

Deliverable 24: FADS – Ongoing Operation and Maintenance (Monthly System Operations)

<u>Deliverable Twenty-four</u>	<u>Due Date</u>	<u>Compensation</u>
FADS – Ongoing Operation and Maintenance [Monthly System Operations]	Start: 01/01/2023 End: 09/30/2024	Total Compensation not to exceed, \$1,879,781.24 including NM GRT, to be paid monthly at a rate of approximately: <ul style="list-style-type: none"> • \$82,517.00 per month for 6 months • \$82,421.38 per month for 3 months. • \$94,784.59 per month for 12 months

Task Item	Subtasks	Description
24.1 Meet Fraud and Abuse Detection System Requirements	24.1.1 Provide Fraud and Abuse Detection System (FADS) Capabilities 24.1.2 Meet Detailed Specifications for FADS	<p>The system must meet all federal standards for Surveillance and Utilization Review Subsystem certification and have the following functions, capabilities, and features:</p> <p>Utilize the capabilities of an upgraded MMIS Data Warehouse and include Decision Support System tools, a client-server SURS-type system, and additional software tools designed specifically for fraud and abuse detection.</p> <p>24.1.2.1 Incorporate simple user interfaces appropriate for all levels of MMIS staff; provide drill-to-detail and export data-to-spreadsheet capability; serve as an effective investigative tool and provide overall program statistics at both a high-level view and at a detailed view as defined by the user.</p> <p>24.1.2.2 Provide fraud and abuse detection tools with algorithms and statistical modeling that look at claims and providers in a multitude of ways to identify fraud and permit fast investigations and provide for case documentation.</p> <p>24.1.2.3 Use a relational database that is available to the user at the user’s PC workstation on a real-time basis with a turn-around to longer queries available within 24 hours.</p>

<u>Deliverable Twenty-four</u>	<u>Due Date</u>	<u>Compensation</u>
<p>FADS – Ongoing Operation and Maintenance</p> <p>[Monthly System Operations]</p>	<p>Start: 01/01/2023 End: 09/30/2024</p>	<p>Total Compensation not to exceed, \$1,879,781.24 including NM GRT, to be paid monthly at a rate of approximately:</p> <ul style="list-style-type: none"> • \$82,517.00 per month for 6 months • \$82,421.38 per month for 3 months. • \$94,784.59 per month for 12 months

Task Item	Subtasks	Description
		<p>24.1.2.4 Be equipped to detect possible program abuse and over-utilization by providing structures to compare business practices, medical services, quantities of service, treatment patterns, billing patterns, trending, and utilization patterns, beginning with general detection and provide the ability to continue the analysis to the claim detail level.</p> <p>24.1.2.5 Be able to produce a broad range of statistical data from claim payment information, such as frequency of use and expenditures associated with procedures, diagnoses, provider types, client categories of eligibility, demographic information, and other user-defined parameters, and include all services and claim types, including pharmacy claims.</p> <p>24.1.2.6 Provide and maintain predefined groupings of codes and diagnoses.</p> <p>24.1.2.7 Provide for flexibility, user-friendly tools, and clear presentations of data and options the user can master with limited training, including using standard GUI point-and-click technology.</p> <p>24.1.2.8 Allow reports to be displayed online for immediate user viewing and also be printed.</p> <p>24.1.2.9 Utilize as inputs, claims history (including encounters as well as and fee-for-service claims), provider demographic and enrollment data, client beneficiary demographic and eligibility data, reference data for descriptions of diagnosis and service codes.</p>

<u>Deliverable Twenty-four</u>	<u>Due Date</u>	<u>Compensation</u>
<p>FADS – Ongoing Operation and Maintenance</p> <p>[Monthly System Operations]</p>	<p>Start: 01/01/2023 End: 09/30/2024</p>	<p>Total Compensation not to exceed, \$1,879,781.24 including NM GRT, to be paid monthly at a rate of approximately:</p> <ul style="list-style-type: none"> • \$82,517.00 per month for 6 months • \$82,421.38 per month for 3 months. • \$94,784.59 per month for 12 months

Task Item	Subtasks	Description
		<p>24.1.2.10 Utilize user-maintained parameters that define report processes and content.</p> <p>24.1.2.11 Uses proven focused detection algorithms (i.e., comparing a comparison of procedure codes and diagnosis codes to known fraud and abuse schemes).</p> <p>24.1.2.12 Uses multiple identification models to detect fraud. These include, but are not limited to, looking at a single potentially abusive claim transaction and/or examining relationships between one provider and one patient such that it examines the overall volume and nature of services delivered to the patient by that provider; and examining relationships based on the history of a patient (aggregating across all providers) or overall practice patterns of providers (aggregating over all patients).</p> <p>24.1.2.13 Identifies potential fraud or abuse where providers may deliberately distribute fraudulent activity across several patients; which may be distributed within one practice; for billing patterns that might occur for a particular group of patients such as those in a nursing home or other care home; for patterns of claims activity by groups of practitioners affiliated with one another through practices, clinics, or other cooperative business arrangements; where several providers continually refer to and from themselves for unnecessary tests and services; and for billings of combinations of codes that represent unbundling or unnecessary services.</p> <p>24.1.2.14 Permits a wide range of statistical modeling; allows comprehensive analysis of both providers and beneficiaries;</p>

<u>Deliverable Twenty-four</u>	<u>Due Date</u>	<u>Compensation</u>
<p>FADS – Ongoing Operation and Maintenance</p> <p>[Monthly System Operations]</p>	<p>Start: 01/01/2023 End: 09/30/2024</p>	<p>Total Compensation not to exceed, \$1,879,781.24 including NM GRT, to be paid monthly at a rate of approximately:</p> <ul style="list-style-type: none"> • \$82,517.00 per month for 6 months • \$82,421.38 per month for 3 months. • \$94,784.59 per month for 12 months

Task Item	Subtasks	Description
		<p>and provides the enhanced flexibility to query by several variables and combination of variables, including provider, type of service, place of service, date of service, beneficiary, modifiers, and code combinations.</p> <p>24.1.2.15 Provides early detection of new billing schemes, and the ability to identify new or emerging fraud or abuse billing schemes. The system must provide an artificial intelligence in the sense of logically detecting potentially fraudulent activity in the same manner that an individual reviewing data manually would detect certain occurrences as illogical, irrational, or unlikely, including detecting changing practice patterns. Detection of these circumstances must produce an alert to the user.</p> <p>24.1.2.16 Illustrates suspected fraud or abusive billing graphically and geographically (mapping).</p> <p>24.1.2.17 Has an ad-hoc query platform that enables users to develop and modify queries rapidly and easily.</p> <p>24.1.2.18 Readily produces management and utilization reports.</p> <p>24.1.2.19 Provides flexible, fully controlled, and easy changes to security levels and privileges.</p>

<u>Deliverable Twenty-four</u>	<u>Due Date</u>	<u>Compensation</u>
<p>FADS – Ongoing Operation and Maintenance</p> <p>[Monthly System Operations]</p>	<p>Start: 01/01/2023 End: 09/30/2024</p>	<p>Total Compensation not to exceed, \$1,879,781.24 including NM GRT, to be paid monthly at a rate of approximately:</p> <ul style="list-style-type: none"> • \$82,517.00 per month for 6 months • \$82,421.38 per month for 3 months. • \$94,784.59 per month for 12 months

Task Item	Subtasks	Description
	<p>24.1.3 Meet Detailed Specifications for Surveillance and Utilization Review Subsystem (SURS)</p>	<p>The Surveillance and Utilization Review Subsystem (SURS) component of FADS must provide for enhanced reporting as follows:</p> <p>24.1.3.1 Develops a comprehensive statistical profile of healthcare delivery and utilization patterns established by provider and beneficiary participants in various categories of services.</p> <p>24.1.3.2 By means of Utilizing computerized exception processing techniques, provides the ability to perform analysis and produce reports responsive to the changing needs of authorized users; be capable of developing provider, physician, and patient profiles sufficient to provide specific information as to the use of covered types of services and items, including prescribed drugs.</p> <p>24.1.3.3 Produces reports that rank providers using exception weighting according to user-designed exception criteria and according to peer grouping defined by the user, using weights and parameters also determined by the user.</p> <p>24.1.3.4 Meets federal MMIS certification standards and has been federally certified in at least one state, including being able to generate all federally required statistical reports that support the ranking suspicious providers and clients, including, but not limited to, management summary reports (total and by peer group); exception provider reporting; exception client reporting; provider treatment analysis by peer group; profile reports; annual ranking by dollars for utilization for clients and providers; reports, as specified by the Procuring Agency that</p>

<u>Deliverable Twenty-four</u>	<u>Due Date</u>	<u>Compensation</u>
<p>FADS – Ongoing Operation and Maintenance</p> <p>[Monthly System Operations]</p>	<p>Start: 01/01/2023 End: 09/30/2024</p>	<p>Total Compensation not to exceed, \$1,879,781.24 including NM GRT, to be paid monthly at a rate of approximately:</p> <ul style="list-style-type: none"> • \$82,517.00 per month for 6 months • \$82,421.38 per month for 3 months. • \$94,784.59 per month for 12 months

Task Item	Subtasks	Description
24.2 Operate and Maintain FADS		<p>identify identifies all services received by beneficiaries who are receiving a specific service or drug, are enrolled in selected programs, or have specific particular levels of care; and quarterly identification of the medical services for which over-utilization is most prevalent.</p> <p>24.1.3.5 The system must be accessed by MMIS users as authorized by the Procuring Agency and from locations other than the MAD offices, such as the Medicaid Fraud Control Unit.</p>
	24.2.1 Provide All FADS Operations, Infrastructure & Staff Support	The CONTRACTOR shall supply the necessary hardware, software, telecommunications, and other components and information technology staff support to operate the FADS system.
	24.2.2 Produce & Distribute FADS Production Reports	The CONTRACTOR shall produce and distribute via the EDMS, hard copy, or other Procuring Agency-approved means all production reports proposed as part of the
	24.2.3 Provide Additional Staff for FADS Support	<p>CONTRACTOR’s FADS solution.</p> <p>All programming functions for the FADS are the responsibility of staff assigned to FADS support, and such staff is in addition to the System Maintenance Unit staff required by Deliverable Number 1.</p>
	24.2.4 Ensure FADS Support	Programming staff assigned to support the FADS will be knowledgeable in the system, in the Medicaid Program, and in

<u>Deliverable Twenty-four</u>	<u>Due Date</u>	<u>Compensation</u>
FADS – Ongoing Operation and Maintenance [Monthly System Operations]	Start: 01/01/2023 End: 09/30/2024	Total Compensation not to exceed, \$1,879,781.24 including NM GRT, to be paid monthly at a rate of approximately: <ul style="list-style-type: none"> • \$82,517.00 per month for 6 months • \$82,421.38 per month for 3 months. • \$94,784.59 per month for 12 months

Task Item	Subtasks	Description
24.3 Modify FADS	Staff are Qualified	the business needs and operations of the functional area supported by the system.
	24.2.5 Provide FADS Training for State Staff	Provide on-site training for Procuring Agency staff on-site annually.
24.4 Manage Agreed	24.3.1 Manage FADS Revisions	<p>The CONTRACTOR shall develop, test, and implement software updates, corrections, and enhancements, including but not limited to the following subtasks:</p> <p>24.3.1.1 Analyze, and size change requests submitted by the Procuring Agency.</p> <p>24.3.1.2 Perform software support and error correction.</p> <p>24.3.1.3 Comply with the software development, change management, and system test requirements contained in Tasks 1.3 and 1.4 of Deliverable 1.</p> <p>The CONTRACTOR shall develop, at the direction of the Procuring Agency, additional algorithms to detect fraud and abuse and incorporate them into the FADS.</p>
	24.3.2 Transfer of Historical Data	CONTRACTOR’s subcontractor will work with the Medical Assistance Division on the transfer of historical data.

<u>Deliverable Twenty-four</u>		<u>Due Date</u>	<u>Compensation</u>
FADS – Ongoing Operation and Maintenance [Monthly System Operations]		Start: 01/01/2023 End: 09/30/2024	Total Compensation not to exceed, \$1,879,781.24 including NM GRT, to be paid monthly at a rate of approximately: <ul style="list-style-type: none"> • \$82,517.00 per month for 6 months • \$82,421.38 per month for 3 months. • \$94,784.59 per month for 12 months
Task Item	Subtasks	Description	
Payment Schedule	24.4.1 Invoice the State According to the Operations Payment Schedule	Receipts Tax (NM GRT) for that month, according to the following schedule: 4.4.1.1 Jan 1, 2023 – Jun 30, 2023: \$82,517.00 4.4.1.2 Jul 1, 2023 – Sept 30, 2023: \$82,421.38 4.4.1.3 Oct 1, 2023 – Sept 30, 2024: \$94,784.59	

Deliverable 25: Web Portal – Ongoing Operation and Maintenance (Monthly System Operations)

<u>Deliverable Twenty-five</u>	<u>Due Date</u>	<u>Compensation</u>
Web Portal – Ongoing Operation and Maintenance [Monthly System Operations]	Start: 01/01/2023 End: 09/30/2024	Total Compensation not to exceed, \$2,250,197.02 including NM GRT, to be paid monthly at a rate of approximately: <ul style="list-style-type: none"> • \$107,241.00 per month for 6 months • \$107,116.73 per months for 15 months

Task Item	Subtasks	Description
25.1 Meet Web Portal System Requirements	25.1.1 Support the New Mexico Web Portal 25.1.2 Meet Detailed Web Portal Specifications for Enrolled Providers	<p>CONTRACTOR must operate the current New Mexico Web portal for prospective and enrolled providers to provide program information, provider enrollment forms and instructions, other specialized forms as specified by the Procuring Agency, billing instructions and other training materials, and access to MMIS data. The Web portal will use industry-standard security, as approved by the Procuring Agency, with provider passwords when required for secure documents or information.</p> <p>25.1.2.1 The Web portal must allow enrolled providers to verify client eligibility, inquire on the status of claims and prior authorizations, enter or modify banking information to support payment via electronic funds transfer (EFT), obtain weekly payment information, and download remittance advices.</p> <p>25.1.2.2 The Web portal must allow providers, at no charge, to inquire on client eligibility and benefit information, managed care enrollment, TPL information, and long-term care status.</p> <p>25.1.2.3 The Web portal must allow enrolled providers of Procuring Agency-defined provider types and specialties to inquire on the claim history of a client. Inquiry parameters shall be transmitted to the MMIS in real-time, which shall return relevant diagnosis and procedure code information from matching paid Medicaid claims.</p> <p>25.1.2.4 Documents on the CONTRACTOR's Web portal will be in easily accessible formats, such as Adobe Acrobat, Microsoft Word, and Microsoft Excel. The Web portal must</p>

<p>25.2 Operate and Maintain Web Portal</p>	<p>25.2.1 Meet Detailed Specifications for Web Portal Operations</p>	<p>include hyperlinks to other sites deemed useful helpful by the Procuring Agency or by the CONTRACTOR.</p> <p>The CONTRACTOR shall operate and maintain the Web portal according to the specifications proposed by the CONTRACTOR and accepted by the Procuring Agency.</p> <p>25.2.1 The CONTRACTOR shall ensure that the hardware, software, and telecommunications supporting the Web portal are sufficient to provide a response to submitted inquiries within five (5) seconds</p> <p>25.2.2 All programming functions for the Web portal are the responsibility of staff assigned to Web portal support, and such staff is in addition to the System Maintenance Unit staff.</p> <p>25.2.3 Programming staff assigned to support the Web portal will be knowledgeable in the system, in the Medicaid Program, and in the business needs and operations of the functional area supported by the system.</p> <p>25.2.4 The CONTRACTOR shall prepare a monthly newsletter that addresses billing issues, upcoming program changes, announcements from the Procuring Agency, and other information and post the newsletter to the Web portal for retrieval by providers.</p> <p>25.2.5 The CONTRACTOR shall provide telephone support during regular business hours to assist providers with problems accessing information from the Web portal.</p>
<p>25.3 Modify Web Portal</p>	<p>25.3.1 Meet Detailed Specifications for Web Portal Maintenance</p>	<p>The CONTRACTOR shall develop, test, and implement software updates, corrections, and enhancements, including but not limited to the following subtasks:</p> <p>25.3.1. Analyze, and size change requests submitted by the Procuring Agency.</p> <p>25.3.2 Perform software support and error correction.</p>

<p>25.4 Manage Agreed Payment Schedule</p>	<p>25.4.1 Invoice the State According to the Operations Payment Schedule</p>	<p>25.3.3 Comply with the software development, change management, and system test requirements. contained in Deliverable 20.</p> <p>25.3.4 The CONTRACTOR shall support direct data entry (DDE) of claims by providers.</p> <p>25.3.5 The CONTRACTOR shall support an interactive provider enrollment and maintenance component</p> <p>CONTRACTOR shall be paid a fixed monthly rate for delivering these operations, including the applicable New Mexico Gross Receipts Tax (NM GRT) for that month, according to the following schedule:</p> <p>25.4.1 Jan 1, 2023 – Jun 30, 2023 \$107,241.00 25.4.2 Jul 1, 2023 – Sept 30, 2024 \$107,116.73</p>
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Deliverable 26: Home Health EVV

<u>Deliverable Twenty-six</u>		<u>Due Date</u>	<u>Compensation</u>
Home Health EVV			Total compensation not to exceed, \$ 1,510,655.00 Including NM GRT, due per agreed payment schedule.
Task Item	Subtasks	Description	
26. Meet Home Health Electronic Visit Verification Requirements (EVV)	26.1 Meet EVV Implementation Requirements	<p>26.1.1 CONTRACTOR will set up, prepare, and test the technology required for its performance of this Scope of Work.</p> <p>26.1.2 CONTRACTOR will coordinate as necessary with Firserv, the statewide EVV contractor for New Mexico that is responsible for configuring and operating the AuthentiCare solution for the Home Health program, on an interface between the CONTRACTOR's MMIS and FirServ AuthentiCare system subject to prior mutual agreement between Procuring Agency and CONTRACTOR on price, schedule, scope, resource, performance, SLA, and/or any other impacts (if any) of such coordination activities.</p> <p>26.1.3 The Authenticare EVV Solution will capture the following six required points of data as required by the 21st Century Cures Act for Home Health to be in effect as of the date of this amendment:</p> <ul style="list-style-type: none"> 26.1.3.1 Type of service performed. 26.1.3.2 Individual receiving services. 47.1.3.3 Individual providing services. 26.1.3.4 Date of the service 26.1.3.5 Location of the service 26.1.3.6 Time the service begins and ends. <p>26.1.4 The CONTRACTOR will add Home Health applicable service codes required by CMS.</p> <p>26.1.5 EVV Technology Options</p> <p>26.1.5.1 Make available to users the CONTRACTOR's or CONTRACTOR'S Sub-contractor's telephony that will allow providers of Home Health programs to call a toll-free number and complete the check-in and check-out process via the participant's landline or mobile phone.</p>	

		<p>26.1.5.2 Provide a mobile application that will allow the employees to check-in and check-out via a smart device. CONTRACTOR or CONTRACTOR's Sub-contract will preregister the device to capture accurate location integration with GPS technology. The mobile application will be compatible with Android and iOS Operating Systems. The mobile application must be available in English, Spanish, and on both Android and iOS. Mobile Device. The mobile application will provide the ability for employees to check-in and check-out when there is no land line or cell coverage (Limited-Service Zones). The mobile application will store encrypted visit data for delayed transmission (store and forward) and automatically transmits this data when WiFi or cellular coverage is detected.</p> <p>26.1.5.3 Operate and maintain a third-party online time submission portal for review, edit and approval of time submissions received by providers of Home Health programs. Notwithstanding anything to the contrary, the Procuring Agency acknowledges and agrees the Procuring Agency shall not have any access, use, or other rights to the third-party portal except if and to the extent the third-party has granted such rights to the Procuring Agency directly or in its agreement with CONTRACTOR.</p> <p>26.1.5.4 Neither platform will include a scheduling feature, all services will be captured via the unscheduled visit feature.</p> <p>26.1.5.5 CONTRACTOR will complete user interface testing with Fiserv to test integration.</p> <p>26.1.5.6 Produce test files of claims submissions for integration with the Fiserv aggregator platform.</p> <p>26.1.5.7 CONTRACTOR shall conduct weekly meetings so deliverables and outstanding action items are completed in conjunction with the mutually agreed upon EVV work plan.</p> <p>26.1.5.8 CONTRACTOR shall review any change requests of data format requirements for EVV from Fiserv or the Procuring Agency, and CONTRACTOR will, in accordance with Article 14 (Change Management) of the Agreement, develop scope of work changes if necessary.</p> <p>26.1.6 Produce registrations forms, training materials, user guides and instructions for users regarding both the mobile application and telephony</p>
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<p>26.2 Process 837I files From Authenticare for Home Health Providers</p>	<p>26.2 Process 837I file from Authenticare</p>	<p>26.1.7 Publish all registration materials on the CONTRACTOR website</p> <p>26.1.8 CONTRACTOR will distribute, collect and process EVV Registration Forms and enter data into the Contractor or Contractor’s sub-contractor portal in accordance with the policies and procedures established by CONTRACTOR and the Procuring Agency.</p> <p>26.1.9 CONTRACTOR will be responsible for collecting registration forms received from Home Health Agency Providers and enter the data from the forms into the CONTRACTOR’s or CONTRACTOR’S Sub-contractor system.</p> <p>26.1.10 CONTRACTOR or CONTRACTOR’S Sub-contractor will enter the valid and unique e-mail address.</p> <p>26.1.11 CONTRACTOR or CONTRACTOR’S Sub-contractor will enter the device ID (cell phone) or landline during the enrollment process.</p> <p>The CONTRACTOR shall process Home Health 837I claim information files through Authenticare.</p> <p>26.2.1The CONTRACTOR shall collaborate with HSD, and DOH through the entire 837 file process for home health providers</p> <p>26.2.2 Implement an Authenticare interface with OmniCaid, to include all 837I claim information for home health providers.</p> <ul style="list-style-type: none"> ○ Interface will be via web services or File Transfer Protocol (FTP) ○ Interface will include CONTRACTOR or CONTRACTOR’S Sub-contractor interface with OmniCaid for authorization files. <p>26.2.3 Incorporation of business rules to allow CONTRACTOR or CONTRACTOR’S Sub-contractor to process Home Health claims. All claims are submitted to OmniCaid via 837I transactions.</p> <p>26.3.1 Contractor will provide training for the Home Health providers impacted by the 837 claim file implementation. The</p>
<p>26.3 Provide training and</p>	<p>26.3 Provide training and</p>	<p></p>

<p>training materials for home health providers.</p> <p>26.4 Meet required Federal EVV Home Health <u>Implementation</u></p> <p>26.5 Manage Agreed Payment Schedule</p>	<p>training materials for home health providers.</p> <p>26.4 Meet required Federal EVV Home Health <u>Implmentation</u></p> <p>26.5 Invoice the State According to the Operations Payment Schedule</p>	<p>training will consist of two remote training sessions, one English and one Spanish.</p> <p>26.3.2 The remote training sessions will be supplemented by providing access to a recording of the training sessions, which will be on the Fiserv website</p> <p>26.3.3 CONTRACTOR will create user documentation to include a user guide in English and Spanish. All information and user guides will be posted on CONTRACTORS website.</p> <p>26.4.1 Contractor and sub-contractors are required to meet the Federal EVV Home Health implementation date of 1/1/2024.</p> <p>26.4.2 Contractor and CONTRACTORS sub-contractor must maintain a current work plan/project schedule to identify project slippage.</p> <p>26.5 CONTRACTOR shall invoice the Procuring Agency for the implementation of FFS Activity Code and open text field requirements.</p> <p>26.5.1 CONTRACTOR shall invoice the Procuring Agency for the implementation of adding the Attending Provider ID Field.</p> <p>26.5.2 100% upon full implementation including gross receipts tax \$ 1,510,655.00.</p>
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Deliverable 27: Geo Location for EVV

Deliverable Twenty-seven		Due Date	Compensation
Implement GEO Location for EVV			Total compensation not to exceed, \$ 301,700.00 Including NM GRT, due per agreed payment schedule.
Task Item	Subtasks	Description	
27.1 Implement GEO location solution	27.1 Implement GEO location solution	<p>27.1.1 Contractor’s sub-contractor system Palco Connect will be modified to allow Employer of Record (EOR) view GPS coordinates.</p> <p>27.1.2 Firserv Authenticare will collect and transmit coordinates and exceptions to Palco.</p> <p>27.1.3 Authenticare user coordinates are assigned through 2 methods.</p> <ul style="list-style-type: none"> • Coordinates can be manually entered by the provider administrator. • Coordinates can be learned through a series of check ins/outs. The Authenticare system will use an average of a set number of check ins/outs. <p>27.1.4 The Authenticare system will configure GEO fences individually per jurisdiction. (Most jurisdictions use an 1/8” of a mile radius.</p> <p>27.1.5 Authenticare will allow users to have multiple addresses on file (work, home, other). The system will require a user to select an address location before check in/out. Authenticare will allow users to to select unknown location when they need to check in/out from a location that is not listed on the users account.</p> <p>27.1.6 The CONTRACTORs sub-contractor’s Authenticare system will determine the workers location is within the geofence after every mobile check in/out.</p>	

<p>27.2 Manage Agreed Payment Schedule</p>	<p>27.2 Invoice the State According to the Operations Payment Schedule</p>	<p>27.1.7 Authenticare must create an outside of the fence exception if the worker is “OutOfFencecheckin” or “OutOfFencecheckOut”</p> <p>27.1.8 The CONTRACTORs sub-contractors system must allow EORs to view check in/out locations to validate services are being rendered in expected locations.</p> <p>27.1.9 Palco Connect will display Authenticare geofence exceptions so EORs know if a check in/out occurred outside of the geofence.</p> <p>27.1.10 Expected location GPS coordinates will be displayed in Palco Connect.</p> <p>27.2.1 The CONTRACTOR shall invoice the Procuring Agency and the Procuring Agency shall pay Contractor for Deliverable 48 compensation including NMGRT, upon the following events:</p> <p>27.2.2 100% payment due after GEO location has been implemented \$301,700.00</p>
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Deliverable 28: Implement Healthy Workplace Act

<u>Deliverable Twenty-eight</u>		<u>Due Date</u>	<u>Compensation</u>
Implement Healthy Workplace Act			Total compensation not to exceed, \$ 186,244.80 including NM GRT, due per agreed payment schedule.
Task Item	Subtasks	Description	
28.1 Sick time	28.1 Contractor Shall implement the Healthy Workplace Act for Mi Vi and SDCB	<p>28.1.1 Effective July 1, 2022, the Healthy Workplace Act became effective in the State of New Mexico. The law requires all private employers in NM to allow employees to accrue and use a benefit call earned sick leave. Employees may use this to leave for various reasons listed in the Act.</p> <p>28.1.2 Contractor's sub-contractor (FOCOS) shall implement the Healthy Workplace Act by 7/31/22</p> <p>28.1.3 Contractor's sub-contractor (Palco) shall implement the Healthy Workplace Act upon Palco system go live.</p> <p>28.1.4 The FOCOS and Palco systems shall track sick time at the beginning of the State fiscal year.</p> <p>28.1.5 The CONTRACTORs sub-contractor's system will recognize hour work in the fiscal year in which the hours were claimed.</p> <p>28.1.6 The CONTRACTORs sub-contractor's system will recognize the sick time taken in the fiscal year in which the hours were claimed.</p> <p>28.1.7 The system will track sick leave taken in the fiscal year in which hours are claimed.</p> <p>28.1.8 The CONTRACTORs sub-contractors system will accrue paid leave at the rate of 1 hour for each 30 hours worked within a given fiscal year.</p> <p>28.1.9 All service codes where time-in/time out is recorded are included in the accruals, excepting time recorded as taken for paid leave.</p>	

		<p>28.1.10 The system will not require the employee to work 80 or more hours in a 13-month period to be eligible for leave accrual and usage under this implementation.</p> <p>28.1.11 The law specifies that the usage minimums are different (40-hours or 64 hours) depending on the size of the employer. The CONTRACTORs sub-subcontractor system will assume the larger usage minimum.</p> <p>28.1.12 The system will allow employees to use up to 64 hours of paid leave each 12 month period for any given employer.</p> <p>28.1.13 Contractors sub-contractor's system will identify if a given service code represents time taken for paid leave using flag and a specific Service Category.</p> <p>28.1.14 The CONTRACTORs sub-contractor's system will all employee accruals roll over to a new employer in the event a new employer succeeds a previous employer.</p> <p>28.1.15 The system will provide support in the hiring wizard to transfer accruals (including adjustments up to the current date) from the old employer to the new employer at the option of the end-user.</p> <p>28.1.16 The CONTRACTORs sub-contractor's system will notate the expiration date for accruals on the Employee's view user page.</p> <p>28.1.17 Employees are entitled to rollover any unused accrued hours into a new 12-month period. The CONTRACTORs sub-contractor's system will run a process each year on July 1st that will create an adjustment for the new Fiscal Year that contains the rollover balance from the previous fiscal year.</p> <p>28.1.18 To allow for charging the correct rates, the system will add all rates effective for the given employee on a plan during plan approval to the for that represents the paid leave. Time will be recorded against this goal at the rate corresponding to the work that was "missed" during leave.</p>
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<p>28.2 Manage Agreed Payment Schedule</p>	<p>28.2 Invoice the State According to the Operations Payment Schedule</p>	<p>28.1.19 FOCoSonline will create a query that will allow the CONTRACTOR to see which employee/employer relationships appear to be stale and for them to terminate those that are no longer required.</p> <p>28.1.20 The CONTRACTORs sub-contractor’s system will have a tool that will identify to an administrator those relationships that appear to be stale and present the administrator those relationships that appear to be stale and present the administrator the opportunity to terminate those relationships in bulk. This work will in phase 2.</p> <p>28.1.21 CONTRACTOR will create a newsletter to be sent out by mid-July. Newsletter to include Employer Poster as an attachment.</p> <p>28.1.22 The CONTRACTORs sub-contractor will provide webinars after deployment of the solution.</p> <p>28.1.23 CONTRACTOR and State stakeholder will identify which HCPCS code will be used.</p> <p>28.2.1 The CONTRACTOR shall invoice the Procuring Agency and the Procuring Agency shall pay Contractor for the following percentages of Deliverable 28 compensation including NMGR, upon the following events:</p> <p>28.2.2 100% payment due after sick time has been implemented \$ 186,244.80.</p>
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Deliverable 29: EVV ISP/SSP/BUP Change Request

<u>Deliverable Twenty-nine</u>		<u>Due Date</u>	<u>Compensation</u>
EVV ISP/SSP/BUP Change Request			Total compensation not to exceed, \$ 1,183,976.57 including NM GRT, due per agreed payment schedule.
Task Item	Subtasks	Description	
29.1 ISP/SSP/BUP Development CR 43		<p>29.1.1 The Procuring Agency requires the CONTRACTOR’S subcontractor’s system to have the ability to create a Services and Supports Plan (SSP), Individual Supports Plan (ISP) and a Backup Plan (BUP).</p> <p>29.1.2 The CONTRACTOR’S subcontractor’s system will make visible and accessible the SSP, ISP, and BUP for participants/members/employers. MCO, State, Consultants, Support Brokers staff will have the ability to access the SSP, ISP, and BUP.</p> <p>29.1.3 The CONTRACTOR’S subcontractor’s system will incorporate the functionality in Palco’s intake module will have the ability to create electronic care plan and backup plan.</p> <p>29.1.4 The CONTRACTOR’S subcontractor’s system will make available the SSP, ISP, and BUP viable and accessible in the same section where utilization can be viewed.</p> <p>29.1.5 The CONTRACTOR’S subcontractor’s system will make the SSP, ISP, and BUP accessible in the Palco CMP Portal and will allow professional staff the ability to view participants or members current care plans in the same module as other pertinent information about the participant/member.</p> <p>29.1.6 The Procuring Agency requires that the CONTRACTOR’S subcontractor add activity codes displayed in Authenticare to be displayed in Palco Connect for FFS claims.</p>	

	<p>29.2 Translate Documents from English to Spanish</p> <p>29.3 Off Cycle Payroll</p> <p>29.4 MCO Billing Process Change</p>	<p>29.1.7 Palco Connect will ingest the file from Authenticare with activity codes selected for each employee visit. The codes from Authenticare will be displayed in Palco.</p> <p>29.1.8 The CONTRACTOR’S subcontractor’s system will allow employees to select one or more activity codes from a standard list. (Activity codes are optional for FFs users).</p> <p>29.1.9 Activity Service must include:</p> <ul style="list-style-type: none"> • Personal Care Bath • Personal Care Grooming • Personal Care Hair Care • Personal Care Transfer/Ambulation • Personal Care Meal Preparation • Personal Care Housekeeping • Personal Care Laundry • Personal Care Errands • Personal Care Feeding • Personal Care Toileting • Personal Care Dressing <p>And/or</p> <ul style="list-style-type: none"> • Employees can type their activity in an open text box that will allow up to 500 characters. <p>29.2.1 The Procuring Agency is requiring the CONTRACTOR to translate English documents to Spanish. The Procuring Agency will inform the CONTRACTOR of the specific forms that need translation to Spanish.</p> <p>29.3.1 The CONTRACTOR’S subcontractor may be required to run off cycle payroll during and post implementation. The current process is to run two off cycle payrolls per pay period. Requests for additional off cycle payrolls will be charged at a fixed fee per cycle.</p> <p>29.4.1 The CONTRACTOR’S subcontractor will establish a revised payroll process for the MCO Self-Directed care program. The payroll process includes the following steps:</p>
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	<p>29.5 Add Pending Totals to CMP budget screen.</p>	<ul style="list-style-type: none"> • The CONTRACTOR will initiate the EDI 270 Health Care Eligibility/Benefit inquiry transaction sent to Omnicaid. • The CONTRACTORs Subcontractor will complete internal and external validations on timesheet entries, updating the time sheet status to pass or fail. • The CONTRACTOR’S subcontractor will process updates to timesheets to Pending Review. • The Subcontractor will resolve problems and reprocess timesheet that failed during the 1st payroll cycle. • On day 21 in the payroll cycle the Subcontractor will submit the EDI 837P Health Care Claim transaction to Availity via SFTP. • On day 22 MCOs will retrieve the 837P from Availity and begin claims adjudication. • The CONTRACTOR’S subcontractor will pick up an initial 835 from Availity via SFTP. • The CONTRACTOR’S subcontractor will ingest the final 835 from the Availity. • The CONTRACTOR’S subcontractor will batch approved claims and process payments for workers and vendors. <p>29.4.2 The CONTRACTOR’S subcontractor will reconcile claims paid to workers and vendors.</p> <ul style="list-style-type: none"> • The CONTRACTOR will validate that all pending claims that are paid have received funds. • The CONTRACTOR will process pending claims after an external validation is completed. The Subcontractor will notify the EOR, Worker and Subcontractor account managers about claims that are not paid. • If the CONTRACTOR suspects fraud and abuse the CONTRACTOR will notify the state and MCOs. <p>29.5.1 The CONTRACTOR’S subcontractor will add pending totals to the CMP budget screens.</p> <ul style="list-style-type: none"> • The subcontractor’s system will display both pending and approved budget amounts. • Pending budget amounts will be shown for informational purposes.
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	<p>29.9 Implement and Rollout Money Network Card (MNC).</p>	<p>29.8.2 The CONTRACTOR'S subcontractors will unit test for in local FOCoSonline test environment.</p> <p>29.8.3 The CONTRACTOR'S subcontractor will create a shared UAT environment with new forms.</p> <p>29.8.4 FOCoSonline will allow access to the Human Services Department (HSD), a Third-Party Administrator and CONTRACTOR testers.</p> <p>29.8.5 The CONTRACTOR'S subcontractor will provide technical assistance to testers during UAT. The Subcontractor will incorporate testers' feedback.</p> <p>29.8.6 The CONTRACTOR'S subcontractor will push updated templates to system production.</p> <p>29.9.1 The CONTRACTOR'S subcontractor's system FOCoSonline will change their file to include a preferred payment method setting.</p> <p>29.9.2 The CONTRACTOR will present MNC design documents for State approval.</p> <p>29.9.3 FOCoSonline will provide access to all vendors in the system with actions being set at the time of adding the provider to the plan of care.</p> <p>29.9.4 The CONTRACTOR'S subcontractor system must be tested by all stakeholders before full rollout to system users.</p> <p>29.9.5 The CONTRACTOR will update and approve the Vendor Payment Request Form (VPR) to include a field for the EOR's to select a new payment option for each submission.</p> <p>29.9.6 The VPR will add MNC Card or check as a payment option. The VPR will have 3 payment options:</p> <ul style="list-style-type: none"> • Paper Check • Prepaid Card (MNC), and • Direct Deposit
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	<p>29.10 Add FFS Activity Codes and Open Text Field in FOCoSonline</p> <p>29.11 SDCB Activity Codes & Open Text Field</p> <p>29.12 Filter Pilot User</p>	<p>29.9.7 MNC payments in Palco Connect will default to “Direct Deposit”).</p> <p>29.9.8 The CONTRACTOR’S subcontractor must modify the current payables register report to capture MNC payments.</p> <p>29.10.1 The CONTRACTOR will ensure that EVV activity codes captured in AuthentiCare are imported and displayed in FOCoSonline.</p> <p>29.10.2 The CONTRACTOR’S subcontractor’s system will import AuthentiCare EVV activity codes.</p> <p>29.10.3 The CONTRACTOR’S subcontractor’s system will allow Participants/Employers to view activity codes in FOCoSonline. The fields will be read-only.</p> <p>29.11.1 The CONTRACTOR’S subcontractor will capture EVV activity codes captured in Authenticare.</p> <p>29.11.2 The CONTRACTOR’S subcontractor’s system will import codes from Authenticare and display them in Palco Connect for Members/Employers to view.</p> <p>29.11.3 The CONTRACTOR’S subcontractor’s system will include an open text field to allow employees to type the activities they provided during a shift.</p> <p>29.12.2 The CONTRACTOR’S subcontractor will support a system pilot prior to Go Live.</p> <p>29.12.3 The CONTRACTOR’S subcontractor will filter participant data from the general population so only non-pilot data will be sent to FOCoS for adjudication.</p> <p>29.12.4 Palco Connect will extract pilot user data from AuthentiCare timesheet .</p> <p>29.12.5 Palco Connect will pass client claims data to the CONTRACTOR for processing.</p>
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Exhibit B
HIPAA Business Associate Agreement

This Business Associate Agreement (“BAA”) is entered into between the **New Mexico Human Services Department** (“Department”) and **Conduent State Healthcare, LLC.**, 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 109 (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 24-630-8000-0048 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 24-630-8000-0048 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 24-630-8000-0048 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. § 122921(1) [HITECH Act § 11500 (1)] and 45 CFR § 164.212.
- 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 109, 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 §164.116.
 - g. Administrative Safeguards. “Administrative Safeguards” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.118.
 - h. Physical Safeguards. “Physical Safeguards” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.120.
 - i. Technical Safeguards. “Technical Safeguards” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.122.
 - 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 §164.126.
 - 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 24-630-8000-0048; 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 24-630-8000-0048, 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 24-630-8000-0048, 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 24-630-8000-0048, 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 24-630-8000-0048. 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 24-630-8000-0048, 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 § 164.55. 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 § 164.522, 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 § 164.59. 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 § 164.59.
 - j. Security Rule Provisions. As required by 42 U.S.C. § 122912 (a) [HITECH Act Section 11501(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 24-630-8000-0048, 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 4-611-2100-0002, and HIPAA Standards, including breaches of unsecured PHI as required by 45 C.F.R. § 164.220, 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 §164.214(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. §

164.212 (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 §164.214(c).

Notification to Clients

- g. Business Associates shall notify individuals of Breaches as specified in 45 CFR §164.214(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 §164.216.

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 § 164.51, 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 § 164.53, 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 24-630-8000-0048, 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 24-630-8000-0048 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 the 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 24-630-8000-0048 and BAA without liability or penalty in accordance with Article 6, Termination, of PSC 4-611-2100-0002, if Business Associate does not cure the breach within the time specified by the Department; or,
 - ii. immediately terminate this PSC 24-630-8000-0048 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 24-630-8000-0048, 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 24-630-8000-0048 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 24-630-8000-0048, 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 24-630-8000-0048, 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 24-630-8000-0048 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 24-630-8000-0048 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 24-630-8000-0048, 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 **Performance Measures**

The Contractor is responsible for meeting the requirements in this **Exhibit C**, but Contractor will not be liable for any failure to meet performance measures or for associated liquidated damages resulting in whole or in part from events, causes, or responsibilities that are outside of Contractor's control.

The following limitations apply to the Performance Measures in this **Exhibit C**: (i) Contractor will have at least five (5) business days to remedy the deficiency before the assessment of any liquidated damages; the aggregate amount of liquidated damages assessed under this **Exhibit C**, Performance Measures will not exceed ten percent (10%) of the Contractor's applicable monthly invoice; and (iii) Contractor will earn back fifty percent (50%) of any liquidated damage assessment if Contractor corrects the deficiency associated with such assessment and complies with such Performance Measures for two consecutive monthly periods following the month when the failure originally occurred.

Phase	#	Category	Performance Standard	Liquidated Damages
OPS	1	Disaster Recovery	For the FS Module, the FS Contractor shall perform and pass the annual recovery and restoration testing that is outlined and accepted by Procuring Agency in the "Disaster Recovery Plan" Deliverable and notify the Enterprise when the SLA is not met. FS Contractor will coordinate with the SI Contractor and its disaster recovery testing protocols related to integration. The testing schedule will be mutually agreed upon by Procuring Agency and FS Contractor and notify the Enterprise when the SLA is not met.	Procuring Agency may assess \$5,000 per business day for each day the passing completion of the test for the FS Module is beyond the scheduled test date.
OPS	2	Staff Resource Management	The FS Contractor will replace Key Personnel according to the contract process. Replacement of Key Personnel will take place within thirty (30) calendar days of removal unless a longer period is approved by Procuring Agency	Procuring Agency may assess up to \$1,000 per Business Day for each Business Day beyond the thirty (30) calendar days allowed for replacement of Key Personnel.
OPS	3	Staff Resource Management	Except as set forth in the Contract or due to a personnel resignation or termination, the FS Contractor shall not replace Key Personnel without prior written approval of Procuring Agency. The list of Key Personnel during Contract will be mutually agreed upon by the Procuring Agency and FS Contractor.	Procuring Agency may assess up to a maximum of \$10,000 per occurrence.
OPS	4	Business	FS Contractor shall produce notification data and forward to the IP within twenty-four (24) hours of identifying the need to generate FS correspondence.	Procuring Agency may assess \$100 per incident per notification not delivered in compliance with performance measurement.
OPS	5	Business	FS Contractor shall create and trigger generation of all assigned reports (e.g., 1099's, W2s), in a compliant format, on or prior to required distribution dates and notify the EP MO when the SLA is or will	Procuring Agency may assess \$5,000 per incident per day, plus all penalties applied, to the Procuring Agency, by other government agencies, not in compliance with performance measurement.

Phase	#	Category	Performance Standard	Liquidated Damages
			not be met.	
OPS	6	Business	FS Contractor shall process 98% of “clean claims” to final status (pay, partial pay, deny) within twenty (1) calendar days of receipt and notify the EPMO when the SLA is or will not be met.	Procuring Agency may assess one dollar (\$1.00) per claim per day not in compliance with performance measurement.
OPS	7	Business	FS Contractor shall enter financial transactions, including but not limited to payouts and recoupments, within one (1) business day of receipt and notify the EPMO when the SLA is not met.	Procuring Agency may assess \$1,000 per incident not in compliance with performance measurement.
OPS	8	Business	FS Contractor shall provide to the IP the payment transaction file 5 hours prior to SHARE payment cycle run and notify the EPMO when the SLA is not met.	Procuring Agency may assess \$5,000 per incident per day not in compliance with performance measurement.
OPS	9	Business	FS Contractor shall execute retroactive claim adjustment processing within one (1) business day of business rule defined automatic identification of claim requiring adjustment or receipt of the request from the Enterprise and notify the EPMO when the SLA is not met.	Procuring Agency may assess one dollar (\$1.00) per claim per day not in compliance with performance measurement.
OPS	10	Business	FS Contractor shall perform EDI validation edit, within one (1) tenth of a second per transaction within the file, of receipt of file transaction and return the results to the IP within one (1) tenth of a second and notify the EPMO when the SLA is not met.	Procuring Agency may assess \$1,000 per incident per day not in compliance with performance measurement.
OPS	11	Business	FS Contractor shall perform mass adjustments within five (5) business days of receipt of the request from the Enterprise and notify the EPMO when the SLA is or will not be met.	Procuring Agency may assess one dollar (\$1.00) per claim per day not in compliance with performance measurement.
OPS	12	Business	FS Contractor shall process and pay all correctly and timely submitted Mi Via timesheets and invoices in the next scheduled related payment cycle.	Procuring Agency may assess ten dollars (\$10.00) per timesheet or invoice per day that payment is delayed.
OPS	13	Business	FS Contractor shall adjudicate ninety (90) percent of resolved problem claims within ten (10) business days of claim suspension date	Procuring Agency may assess ten dollars (\$10.00) per claim per day that adjudication is delayed.
OPS	14	Business	FS Contractor shall resolve suspended claims within ten (10) business days of claim suspension date	Procuring Agency may assess ten dollars (\$10.00) per claim per day that resolution is delayed.
OPS	15	PBM	Contractor shall adjudicate ninety-nine percent (99%) of pharmacy claims submitted via POS technology in real-time and notify the Enterprise when the SLA is not met.	Procuring Agency may assess \$1,000 per incident not in compliance with performance measurement.
OPS	16	PBM	Contractor shall provide the Procuring Agency with an analysis, within three (3) business days of receipt by the Contractor, of CMS pharmacy-related information, that specifies if action by the Procuring Agency	Procuring Agency may assess \$1,000 per incident not in compliance with performance measurement.

Phase	#	Category	Performance Standard	Liquidated Damages
			or PBM or other vendors is required and, if so, what that action is, by what entity it must be undertaken, and by when it must be completed and notify the Enterprise when the SLA is not met.	
OPS	17	PBM	Contractor shall produce drug rebate invoices within ten (10) business days of every quarter end and notify the Enterprise when the SLA is not met.	Procuring Agency may assess \$1,000 per incident not in compliance with performance measurement.
OPS	18	PBM	Contractor shall provide the Procuring Agency with a monthly monitoring report regarding PBM phone statistics within fifteen (15) calendar days following the end of the month to include the following: a) Monthly number of calls b) Number of calls placed on hold c) Average number of minutes on hold d) Average number of minutes required to complete the authorization request e) Monthly busy signal rate.	Procuring Agency may assess \$1,000 per incident not in compliance with performance measurement.

Appendix 1
Intellectual Property

1. Configured and Integrated Proprietary Software

Pharmacy OS+ (owned by CONTRACTOR)
IFADS (owned by Subcontractor, Optum Insight)

2. SAAS

DRAMS (owned by CONTRACTOR)
All FOCoS Innovations Corp. provided systems, specifically FOCoSOnline (owned by Subcontractor, FOCoS Innovations Corp.)
Predictive Risk Intelligence System (PRISM) (owned by Spectrum Informatics, LLC)
Electronic Visit Verification Services (PALCO)