

NEW MEXICO HUMAN SERVICES DEPARTMENT

REQUEST FOR PROPOSALS (RFP)

Recovery Contract Services



RFP# 15-630-8000-3000

April 2, 2015

April 29, 2015

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Recovery Audit Contract Services in the areas of Third-Party Liability (TPL), Program Integrity (PI) Retrospective Review, Recovery Audit services, and Revenue Enhancement/Expenditure Reduction (RE/ER) services.

B. BACKGROUND INFORMATION

This section provides background on the Human Services Department and the operating environment of the Department which may be helpful to the Offeror in preparing the proposal. The information is provided as an overview and is not intended to be a complete and exhaustive description.

HSD Mission and Roles

To reduce the impact of poverty on people living in New Mexico by providing support services that help families break the cycle of dependency on public assistance.

HSD Goals and Objectives

The Human Services Department's major goals and objectives are to:

Provide small employers more options for affordable health insurance and provide New Mexicans with more opportunities for health insurance by educating the public about the PPACA, and prepare for implementation of the Federal health care reform under the Patient Protection and Affordable Care Act (PPACA), should it remain valid law.

Improve health outcomes and family support for New Mexicans by: expanding healthcare for school-age children and youth using school-based health services.

Combat hunger and improve nutrition by: reducing hunger and food insecurity among New Mexico's children, reducing child and adolescent obesity and diabetes in all populations and providing meals for seniors, low-income families and disabled individuals.

Improve behavioral health by: reducing suicide among young and high-risk individuals (including older adults and returning veterans); reducing adverse impacts of substance abuse and mental illness on individuals, families and communities; promoting recovery and resiliency for high-risk and high-need individuals with mental illness and/or substance abuse to successfully manage life challenges and by increasing access to housing, education, employment and positive social interactions; promoting positive behavioral health and reducing the stigma associated with behavioral health issues; and by developing New Mexico's behavioral health workforce.

Eliminate abuse and exploitation of at-risk populations by: improving the health, development and educational outcomes of newborns; and providing or linking low-income children, seniors, veterans, and disabled individuals to health, long-term and human services.

Improve health care and humans services and investment in workforce development and infrastructure by: expanding health care access in rural and underserved areas through telehealth services; providing information technology necessary for continued eligibility determination and compliance with health care reform; and enhancing customer service and access to public services through adequately trained staff and accessible facilities.

Organization of the Department

The State of New Mexico Human Services Department is a cabinet-level Department in the Executive Branch of New Mexico State government. The Department is headed by a Cabinet Secretary appointed by the Governor and confirmed by the New Mexico State Senate. HSD consists of the Office of the Secretary and six divisions. Only those divisions or bureaus within each division that are related to this RFP are described herein.

As of February 2015, HSD has more than 2,000 employees and has maintained contracts with community-based providers throughout the state. There are more than 30 HSD/ISD field office locations statewide, with several additional satellite offices. There are also eight (8) quality control offices statewide. HSD's central offices are located in four (5) Santa Fe buildings: Plaza La Prensa (Behavioral Health Services Division, Fair Hearings Bureau of the Office of Inspector General, and Human Resources); Pollon Plaza Building (Office of the Secretary, Income Support Division, Child Support Enforcement Division, and the Office of General Counsel); Ark Plaza Building (Medical Assistance Division); Rodeo Road Building (Administrative Services Division, Restitution Division of the Office of Inspector General), and the Siler Road Building (Information Technology Division).

Office of the Secretary (OOS). The Office of the Secretary consists of the Secretary of Human Services, two (2) Deputy Cabinet Secretaries, the Office of General Counsel, the Office of Human Resources and the Office of Inspector General.

The Secretary provides cabinet-level direction for HSD. The Office of General Counsel provides legal support for the Department. The Office of Inspector General investigates and pursues cases of fraud and abuse, and also administers the fair hearing process. The Office of Human Resources serves personnel needs of department employees, handles job recruitments, hiring, reorganizations and career counseling, as well as employee insurance and benefits, handles matters related to department personnel policies, provides coaching to the Department's supervisors and managers, works with labor relations, and delivers and coordinates training programs and staff development.

Administrative Services Division (ASD). The Administrative Services Division provides general administrative support for HSD and all of its programs, including Medicaid.

Income Support Division (ISD). The Income Support Division is the primary source for eligibility determination for all HSD programs, including Medicaid. The Division's field staff of

close to 1,000 employees, supervisors and county directors is administered through four district operations offices under the direction of two Deputy Directors. Field staff is responsible for interviewing applicants/recipients, determining eligibility, and issuing benefits for the food stamp (SNAP), cash assistance, Medicaid, the State Coverage Insurance (SCI) program, and other assistance programs.

Medical Assistance Division (MAD). The Medical Assistance Division manages and administers the federal Medicaid program, Centennial Care, the State Children's Health Program (SCHIP), and authorized waivers. Medicaid is authorized under Title XIX of the Social Security Act. The SCHIP program is authorized under Title XXI. These programs provide access to medically necessary health services for eligible individuals. They are jointly funded by federal and state funding. Federal contribution levels differ by program and vary based on relative ranking of the state in per capita income. The Division is headed by a Director who has three Deputies reporting directly to her.

Child Support Enforcement Division (CSED). The Child Support Enforcement Division is a state and federal program to collect support from non-custodial parents. Its primary mission is to maximize the collection of child support for New Mexico children.

Behavioral Health Services Division (BHSD). The Behavioral Health Services Division's primary role is to serve as the adult Mental Health and Substance Abuse State Authority for the State of New Mexico. The Authority's role is to address need and services as well as planning, monitoring and continuous quality systemically for all adults across the state.

Information Technology Division (ITD). The Information Technology Division provides timely and cost-effective information technology services to the Department, its programs, divisions and offices, enabling them to fulfill the mission of HSD in an efficient and responsive manner and ensuring that HSD gains full benefit from its current and future investments in technology.

OVERVIEW OF THE MEDICAID PROGRAM

1. Medicaid Eligibles

New Mexico Medical Assistance Programs cover approximately 40 eligibility categories. The following are the major groups of individuals eligible for Medicaid: Affordable Care Act categories for adults ages 19 up to 65 with income below 138% of the federal poverty level (FPL), parent/caretakers, pregnant women, and children below 300% of the FPL; individuals receiving Supplemental Security Income (SSI); children under the jurisdiction of the state (e.g. foster care and adoption); working disabled individuals; women with breast or cervical cancer; individuals requiring nursing home care, individuals receiving home and community-based waiver services; and limited coverage categories such as Medicare Savings Programs and family planning. As of February 2015 there are approximately 760,000 recipients on Medicaid.

2. Covered Services

The Medicaid program regulations allow reimbursement to enrolled providers for a broad array of health services. . Mandated services include, but are not limited to: general acute inpatient hospital care; outpatient hospital services; physician services provided in a variety of settings; nurse midwives; nursing facility services for certain individuals; home health care; rural health clinic services, the services of Federally Qualified Health Centers; laboratory and radiology; nurse practitioner services; and medically necessary Early Periodic Screening, Diagnostic, and Treatment (EPSDT) services. Optional services provided in New Mexico include, but are not limited to: prescription drugs; eyeglasses and hearing aids; organ transplants; dental services; physical, occupational and speech therapies; rehabilitative services; Intermediate Care Facilities for the Mentally Retarded (ICFs/MR); case management; hospice; transportation services; durable medical equipment and supplies; prosthetic devices; and adult personal care options (PCO).

3. Administration of the Medicaid Program

HSD/MAD works collaboratively with other state agencies in managing the Medicaid program. Specifically, it works with the Aging & Long Term Services Department (ALTSD), the Department of Health (DOH) and the Children, Youth, and Families Department (CYFD).

Programs to monitor and control utilization and to identify fraud, abuse, and overpayments are operated by HSD's Office of Inspector General, and the Medicaid Fraud and Elder Abuse unit of the New Mexico Office of the Attorney General.

4. Assistance of Other State Contractors

HSD/MAD works collaboratively with contractors, vendors, and consultants in order to provide certain services for the division. These other contractors include, but are not limited to: Managed Care Organizations (MCOs) to administer the state's *Centennial Care* managed care program, an External Quality Review Organization (EQRO) vendor; a Recovery Audit Contractor (RAC); a claims processing and fiscal agent contractor (Xerox); and various consultants familiar with Medicaid and other federally funded programs. At times, the successful Offeror will be required to work and interface electronically with these other contractors, vendors, or consultants.

5. Fee-for-Service Populations

Some populations for Medicaid benefits are exempt from receiving services through an MCO. In those instances, HSD/MAD reimburses providers directly in a Fee for Service program. Most of these individuals are Native Americans, a large percentage utilize Indian Health Service facilities for the majority of their health care services. Others remaining in the Fee for Service program are those eligible for the family planning waiver, who receive benefits limited to family planning services. Nearly 100,000 New Mexicans are covered under various Fee-for-Service programs in 2015.

6. Medicaid Managed Care

Title XIX (Medicaid) of the Social Security Act (SSA) describes the terms under which a state may implement Medicaid managed care. A state must request a waiver of certain SSA provisions before implementation is possible. Waivers must be approved by CMS. HSD/MAD submitted a 1915(b) waiver request to implement risk-based managed care, which was approved. This program, which began January 1, 2014, is known as Centennial Care. The four Managed Care Organizations contracted to insure NM Medicaid recipients under Centennial Care are BlueCross BlueShield NM, Molina Healthcare Medicaid, Presbyterian Centennial Care, and United Healthcare Community Plan. With the addition of newly-qualified Medicaid recipients under Medicaid Expansion (beginning in January 2014), about 700,000 New Mexicans are covered under the Centennial Care managed care program in 2015.

8. Behavioral Health

Since the implementation of Centennial Care on January 1, 2014, with, claims for behavior health services are processed by the MCO in which a Medicaid recipient is enrolled or by the Medicaid Fee for Service program when the recipient is not enrolled in managed care. Prior to January 1, 2014, behavioral health claims were processed by a New Mexico single statewide entity (SE). The Contractor may perform work that extends into the time frame during which claims were processed by the SE.

9. Coordination of Long-Term Services

Prior to January 1, 2014, most Medicaid recipients of long-term care services, specifically full dual eligibles (those individuals that qualify for both Medicare and Medicaid services), nursing facility residents, Personal Care Option consumers, and individuals currently receiving Disabled & Elderly (D&E) Home and Community Based Waiver services were enrolled in the State's Coordination of Long-Term Services (CoLTS) program. The State had risk-based contracts with two entities to administer the CoLTS program.

The CoLTS program ended on December 31, 2013 with the implementation of Centennial Care. Effective January 1, 2014, these Medicaid recipients became covered by the Medicaid MCOs. Separate MCOs for these types of recipients no longer exist. The Contractor may perform work that extends into the time frame for which CoLTS was an existing program.

10. Priorities of the Department

1. Almost 90% of the state's Medicaid enrollees access most or all of their Medicaid-covered health-related services through an MCO rather than through the Department's Fee for Service program. This fact, coupled with the Department's primary goal of insuring more New Mexicans while managing costs, means the Department's priorities are: to take advantage of available resources that can be used to identify responsible third party payers, identify incorrect or abusive claims coding submitted by providers, take steps to implement measures that will result in claims payment avoidance when appropriate,

implement a thorough a post-payment recovery mechanism in both the managed care programs and the Fee for Service program, take other steps to identify and recover inappropriate claims or MCO capitation payment and put procedures in place to report credible allegations of fraud to the HSD/OIG.

2. In addition to these broad priorities, the Department is interested in services that support the Centers for Medicare & Medicaid Services (CMS) RAC Program in the post-payment detection and recovery of improper Medicaid claims, the identification of underpayments and the implementation of actions that will prevent future improper payments.
3. The Department's goals also include ensuring the integrity and validity of its provider information in areas such as ownership disclosures, conflicts of interest and implementing and conducting an effective estate and trust recovery program.

C. SCOPE OF PROCUREMENT

The New Mexico Human Services Department (the Department), is requesting proposals from Offerors with the experience and expertise for providing services necessary to reduce expenditures and increase revenue. Specifically, the Department is seeking an Offeror to provide services in the areas of Recovery Audits, Third Party Liability (TPL) Recovery, and Revenue Enhancement/Expenditure Reduction (RE/ER) services.

The purpose of this Request for Proposal (RFP) is to select one qualified Offeror that has the experience and expertise to perform the requirements identified in the RFP.

An Offeror submitting a proposal may propose to complete all services directly or through identified subcontractors and associates. Any work to be performed by a subcontractor or associate must be explained in the proposal and will not relieve the Offeror of responsibility for the quality, timeliness or completeness of the work product.

An Offeror shall submit a proposal for a service or services to be performed by the Offeror using its own resources. None of the proposed work or services may be performed offshore.

Offerors are encouraged to propose innovative solutions to meet or exceed the requirements of this RFP. All proposals must be consistent with current New Mexico Medicaid policies and limitations for covered services, provider types, state plan benefits, and federal and state law. All activities should augment current Medicaid processes and must not duplicate Medicaid's work effort. All work associated with the Agreements contained herein must be performed in the United States of America by Offeror's staff, which also must be located in the United States.

All Offerors are encouraged to demonstrate added value in their proposals by recommending innovative concepts, not addressed in this document, for recoveries that will be evaluated based on usefulness, practicality, and the likelihood of successful implementation. The Department also solicits proposals which place an emphasis on cost avoidance where feasible.

The work shall consist of assisting the Department by performing Recovery Audit Contractor functions (RAC), Third Party Liability (TPL) recovery functions, and RE/ER functions, meeting various program requirements, and conducting various administrative functions. The successful Offeror(s) will coordinate its activities with the Department's Medical Assistance Division (HSD/MAD), the Department's Office of Program Integrity (PI), the Department's Office of Inspector General (OIG), the Department's other divisions, and where appropriate, other State agencies and key HSD/MAD contractors. See Appendix A below for the complete Scope of Work, and Appendix D below for Mandatory Specifications related to the work.

This will be a single award. The initial term of the contract will be one year with three (3) optional one (1) year renewals. At no case shall the contracts, including the renewals thereof, exceed a total of four (4) years in duration.

D. PROCUREMENT MANAGER

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

Daniel Clavio, Procurement Manager
New Mexico Human Services Department
Medical Assistance Division
P.O. Box 2348
Santa Fe, NM 87504-2348
Phone: 505-827-1345
Fax: 505-476-7043
Email: Daniel.Clavio@state.nm.us

2. All deliveries of responses via express carrier must be addressed as follows:

Daniel Clavio, Procurement Manager
New Mexico Human Services Department
Medical Assistance Division
Ark Plaza
2025 South Pacheco Street
Santa Fe, NM 87505

3. Any inquiries or requests regarding this procurement should be submitted in writing to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the HSD.

E. DEFINITION OF TERMINOLOGY

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

“Agency” means the Human Services Department.

“Authorized Purchaser” means an individual authorized by a Participating Entity to place orders against this contract.

“Award” means the final execution of the contract document.

“Business Hours” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“Close of Business” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“Contract” means any agreement for the procurement of items of services, construction, or tangible personal property.

“Contractor” means any business having a contract with a state agency or local public body.

“Determination” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Desirable” – the terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor.

“Evaluation Committee” means a body appointed to perform the evaluation of Offerors’ proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“Finalist” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“HIPAA” refers to the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §160, et seq., as amended or modified, which provides federal protections for personal health information that is held by providers, and guarantees patient rights with respect to that personal health information.

“HSD” means the Human Services Department.

“Human Services Department, Medical Assistance Division (HSD/MAD)” means the administrative agency within the executive department of New Mexico state government established under Chapter 9, New Mexico Statutes Annotated 1978, or its designee, including but not limited to agencies of the Human Services Department.

“ICD-9” means International Classification of Diseases ninth revision, a medical coding system that provides a standard classification of diseases for the purposed of health records. During the term of the contract ICD-9 is expected to be replaced by ICD-10.

“Hourly Rate” means 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.

“IT” means Information Technology.

“MAD” means the Medical Assistance Division of the New Mexico Human Services Department.

“Mandatory” – the terms "must", "shall", "will", and "required" identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of an Offeror’s proposal.

“MCO” means Managed Care Organization, the organizations that are contracted with the Department to administer the Medicaid managed care program.

“Minor Technical Irregularities” anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“Multiple Source Award” means an award of an indefinite quantity contract to more than one Offeror, for one or more similar services, items of tangible personal property or construction.

“Offeror” is any person, corporation, or partnership that chooses to submit a proposal.

“Omnicaid” is the name of New Mexico's current Medicaid Management Information System (MMIS).

“Price Agreement” means a definite or indefinite quantity contract that requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body that issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

“Procurement Manager” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“Procuring Agency” means the New Mexico Human Services Department.

“Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates when the project scope is achieved and project acceptance is given by the project executive sponsor.

“Provider” means, unless otherwise specified, a health care practitioner enrolled *in* the New Mexico Medicaid program.

“RA” means Recovery Audit, for the purposes of this RFP includes the recovery of overpayments that may result from means other than fraud or abuse. It would also include activities that reduce expenditures prior to any incorrect payments being made (cost avoidance).

“RAC” means Recovery Audit Contractor.

“RE/ER” means Revenue Enhancement and Expenditure Reduction and for the purposes of this RFP includes any activities that may maximize the revenue coming into the Department from other sources or activities that may serve to reduce expenditures due to incorrect or unnecessary expenditures prior to those expenditures being made. This includes, but is not limited to, the following categories: Estates, Credit Balance Audits (CBA), and Credit Balance Audits, Long Term Care (CBA LTC).

“Request for Proposals (RFP)” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an Offeror that submits a responsive proposal and that has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

“Responsive Offer” or means an offer that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

“SE” means Statewide Entity, the organization contracted by the Behavioral Health Collaborative to administer most public behavioral health services in New Mexico, including the Medicaid Managed Care and Fee-for-Service behavioral health benefit. Medicaid partnership with the SE ended on December 31, 2013 as it was replaced by “Centennial Care.”

“Secretary” means, unless otherwise specified, the Secretary of the New Mexico Human Services Department.

“SPD” means State Purchasing Division of the New Mexico State General Services Department.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with an Offerors’ company.

“State (the State)” means the State of New Mexico.

“State Agency” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

“State Purchasing Agent” means the director of the purchasing division of the general services department.

“Subcontract (Third-Party Contract)” means a written agreement between the Contractor and a third-party, or between a subcontractor and another subcontractor, to provide services to the Contractor or subcontractor.

“TPL” means Third Party Liability and for the purposes of this RFP means the identification of other sources of insurance for Medicaid eligible clients and may include either the recovery of dollars already paid to providers for such clients or the avoidance of payment prior to claims being paid through the identification of third party insurance coverage (cost avoidance). This includes, but is not limited to, the following categories: Commercial Insurance (CI) Billing, Commercial Insurance (CI) Disallowance, and Subro/Casualty/Mass Torts.

F. PROCUREMENT LIBRARY

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

Procurement Regulations and Request for Proposal – RFP instructions:

http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx.

Procurement Regulations, NMAC 1.4.1. A copy may be obtained from the following web site address: <http://www.generalservices.state.nm.us/spd/>

Medicaid Program and Policy Manual. A copy may be obtained from the following web site address: <http://www.hsd.state.nm.us/mad/policymanual.html>

Medicaid Registers – proposed and finalized regulations may be obtained from the following web site address: <http://www.hsd.state.nm.us/mad/registers/>

Statutes pertaining to Estate Recovery are available at:

<http://www.conwaygreenc.com/nmsu/lpext.dll?f=templates&fn=main-h.htm&2.0> and

Estate Recovery Policy is available at: 8.200.420.12(J) NMAC

<http://www.hsd.state.nm.us/mad/eligibilitymanual.html> in section 8.420

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates (Sample Time Frames)
1. Issue RFP	HSD	April 2, 2015
2. Distribution List	HSD	April 10, 2015
3. Deadline to submit Questions	Potential Offerors	April 10, 2015
4. Response to Written Questions	Procurement Manager	April 17, 2015
5. <i>Submission of Proposal</i>	<i>Potential Offerors</i>	<i>April 29, 2015 3:00 pm</i>
6. Proposal Evaluation	Evaluation Committee	April 30 - May 7 2015
7. Selection of Finalists	Evaluation Committee	May 8, 2015
8.. Finalize Contractual Agreements	HSD/Finalist Offerors	May 15, 2015
9. Contract Awards	DFA/CRB	May 29, 2015
10. Protest Deadline	HSD	15 days of final Signature

* Dates subject to change based on number of responses to evaluate and final approval from Federal partners.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A. above.

1. Issuance of RFP

This RFP is being issued on behalf of the New Mexico State Human Services Department on as stated in Section II, A. SEQUENCE OF EVENTS. The RFP and amendments, if any, may be downloaded from the following address: <http://www.hsd.state.nm.us/>

2. Distribution List Response Due

Potential Offerors should hand deliver, return by facsimile or by registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organizations placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 3:00 pm MST or MDT on as stated in Section II, A. SEQUENCE OF EVENTS

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until as stated in Section II, A. SEQUENCE OF EVENTS Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D.

4. Response to Written Questions

As indicated in the sequence of events, written responses to written questions will be distributed to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offerors that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. .

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN DAYLIGHT TIME as stated in Section II, A. SEQUENCE OF EVENTS. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Recovery Contract Services RFP# 15-630-8000-3000. Proposals submitted by facsimile, or other electronic means, will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of proposals will not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract pursuant to this Request for Proposals is awarded. In this context "awarded" means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

6. Proposal Evaluation

Proposals will be evaluated by an Evaluation Committee. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions for the purpose of clarifying aspects of the proposals with Offerors that submit responsive or potentially

responsive proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by Offerors.

7. Selection of Finalists

The Procurement Manager will notify the finalist Offerors selected by the Evaluation Committee as per schedule Section II. A., Sequence of Events, or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time.

8. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the relevant Agency Procurement office. In the event that mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

9. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in Section II. A., Sequence of Events, or as soon as possible thereafter. This date is subject to change at the discretion of the relevant Agency Procurement office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and HSD, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and State approval.

10. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also include a statement of the grounds for protest, including appropriate supporting exhibits, and it must specify the ruling requested from the party listed below. The protest must be delivered to the HSD protest manager:

Office of General Counsel
Pollon Plaza
2009 South Pacheco
Santa Fe, New Mexico 87505

Mailing Address:

P.O. Box 2348
Santa Fe, New Mexico 87504-2348

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

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

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

- a. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
 - i. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
 - ii. Confidential data is restricted to:
 - a) confidential financial information concerning the Offeror's organization; and
 - b) data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978.
 - c) PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the State Purchasing Division or the Agency shall examine the Offeror's request and make a written determination that specifies which portions of the proposal may be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

Only information supplied, in writing, by the Agency through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The Contract between the Agency and a Contractor will follow the format specified by the Agency and contain the terms and conditions set forth in Appendix C, "Contract Terms and Conditions." However, the Agency reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP.

HSD discourages exceptions requested by offerors to contract terms and conditions in the RFP (Sample Contract). If, in the sole assessment of HSD (and its evaluation team), a proposal appears to be contingent on an exception, or on correction of what is deemed by an offeror to be a deficiency, or if an exception would require a substantial proposal rewrite, a proposal may be rejected as nonresponsive.

The sample contract in Appendix C is HSD's generic contract. It does not contain the terms for confidential medical or personal information, which, depending on the nature of the procurement, may be added.

16. Offeror Terms and Conditions

Should an Offeror object to any of the Agency's terms and conditions, as contained in this Section or in Appendix B, the **Offeror must propose specific, alternative language in writing and submit it with its proposal.** Contract variations received after the award will not be considered. The Agency may or may not accept the alternative language. Offerors agree that requested language must be agreed to in writing by the Agency to be included in the contract. If any requested alternative language submitted is not so accepted by the Agency, the attached sample contract with appropriately accepted amendments shall become the contract between the parties. General references to the Offeror's terms and conditions or attempts at complete

substitutions are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the Agency.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements in instances where all responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Agency Rights

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

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement

and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

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

26. Electronic mail address required

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

27. Use of Electronic Versions of this RFP

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

http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx.

28. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to having other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the

following web site link to additional information
<http://www.insurenewmexico.state.nm.us/>.

- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined revenue (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

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

30. Pay Equity Reporting Requirements

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local Contractor.
- B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for

professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b) violation of Federal or state antitrust statutes related to the submission of offers; or
 - c) the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds three thousand dollars (\$3,000) of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply:
 - a) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c) An Offeror has within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in

termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If, during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document, the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

Offerors should deliver:

- Binder 1 - one (1) original and five (5) identical hardcopies of their Technical Proposal; Original and all copies shall be in separate labeled binders; all confidential information in the proposal shall be clearly identified and easily segregated from the rest of the proposal.
- Binder 2 - one (1) original and two (2) copies of Cost proposal; Original and all copies shall be in separate labeled binders.
- One (1) electronic version/copy in pdf format on a flash drive of the proposal containing ONLY the Technical Proposal. This copy must not contain any Cost information.

- One (1) electronic version/copy in pdf format on a flash drive of the Cost Proposal.

All Confidential Information shall be clearly identified and segregated on the electronic version mirroring the hard copy submitted.

Any proposal that does not adhere to the requirements of Section III.B, Response Format and Organization, may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Typewritten in Times New Roman 12-point font size on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section. All pages shall be numbered.

Proposal Content and Organization

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items and tabbed in the sequence indicated. Explanations for each required item are noted below.

1. Technical Proposal (in a binder)
 1. Signed Letter of Transmittal
 2. Table of Contents
 3. Proposal Summary
 4. Narrative Response
 - A. Mandatory Specifications (A & B)
 - B. New and Innovative Concepts
 5. NM Health Coverage Form Campaign
 6. Campaign Contribution Disclosure Form
 7. Suspension and Debarment Form
2. Cost Proposal (in a separate sealed binder)
 1. Cost Proposal

In each section of their proposal, Offerors must address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The Cost Proposal shall be delivered in a separate sealed binder or envelope to the same address and to the same location as previously stated.

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

Offeror understands and warrants that they are qualified and prepared to do the work noted in this **Scope of Work**.

Scope of Work – Recovery Audit Contract

The Scope of Work for this contract includes the tasks in this exhibit as well as meeting all the Mandatory Specifications outlined in Section IV of the RFP with the New Mexico Human Services Department.

The following work specifications supplement or clarify the Mandatory Specifications:

A. The Contractor shall perform the following work:

1. Identify previously unknown third party resources of Medicaid recipients by performing data matches with commercial insurers, workers compensation payers, and other payers identified through the use of alternative data bases. To enable the Department to cost-avoid claims in the future, these data exchanges shall identify other primary health care coverage Primary coverage costs can be reimbursed from the primary health care coverage insurer when Medicaid payment has already been made.
2. Use data mining to identify and select provider claims to be reviewed, request and review medical and financial records, identify over/underpayments for recovery, and be available to testify in defense of HSD's administrative actions in the event of an appeal. The retrospective claim review activities provided in this section may be used to comply with the mandate of the Patient Protection and Affordable Care Act for expansion of the Recovery Audit Contractor (RAC) program to Medicaid. In that case, the contractor will be expected to conform to federally mandated RAC requirements..
3. Supplement HSD's recovery activities through pursuit of post payment recovery including estate and credit balance recoveries, identification of new casualty/liability cases and recoveries made pursuant to eligibility.
4. Exchange information, submit recovery reports and meet with HSD staff in a timely manner.
5. Refer any suspect or apparent instances of fraud to the HSD Office of the Inspector General.
6. Submit recovery payments timely in a manner and on a schedule to be specified by HSD.

B. Performance Indicators:

1. Recover amounts equal to or exceeding the projections in the contractor's proposal for the term of the contract.

2. Provide a system of effective communication with a variety of entities including but not limited to employers, providers, recipients and insurance carriers.
3. Secure necessary approvals, clearances, and information from CMS and other state agencies for Data Match Agreements, Waivers for timely filing, or other such documents.
4. Develop and provide cash control procedures to assure that all funds are accurately deposited and recovered, so that account receivable files are balanced.
5. Submit to HSD monthly invoices based on finalized recoveries (those unchallenged by the provider or that have completed administrative appeals process).
6. Receive approval from HSD approval of the contractor's electronic and manual procedures for verifying the accuracy of individuals matched and those individuals' complete coverage prior to updating HSD eligibility file.
7. Submit notification letters, demand notices and report templates to HSD for review and approval prior to implementation.
8. Prior to sending demand notices, validate findings and present full results of data matches for review and approval.
9. Participate in in-person and/or teleconference meetings with provider groups, health care associations and others designated by HSD to explain and discuss Contractor's methodologies, results and recommendations.
10. Collaborate with HSD in the development and implementation of a Medicaid Recovery Audit Contractor (RAC) Program that complies with all requirements and expectations set forth in Section 6411 of the Affordable Care Act, Expansion of the Recovery Audit Contractor Program, and in accordance with guidance from CMS.
11. Have no activities that overlap, interfere with and/or duplicate any past, present or ongoing activities of the HSD or its Medicaid Management Information System (MMIS) contractor(s).
12. Refrain from selling or publishing any data, findings, results, or other information acquired by the Contractor through its work on this project without HSD's prior written approval.
13. Take all required steps to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA): prevent inappropriate disclosure of Personal Health Information (PHI), and immediately notify HSD of any suspected or actual breaches of PHI or HIPAA protected information.

14. Maintain, update and annually test a Disaster Recovery Plan and provide the results of such test to HSD within thirty (30) days of testing. Should any deficiencies or breaches be observed in testing, Contractor will supply a proposed Corrective Action Plan for HSD review and approval within thirty (30) days of the review.
15. Provide an Annual Report of activities, recoveries and initiatives undertaken during the contract year within 45 days of contract year close. Submit this report to HSD for review and approval, after which it may be posted by HSD on its website for informational purposes or distributed as HSD may deem appropriate.

B. TECHNICAL PROPOSAL

The following sections will be provided in the Technical Proposal, with each section tabbed as noted.

1. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX F which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award, and identify their location.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
 - a. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
 - b. Accept Section V of this RFP; and
 - c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in paragraph 2 above.

1. Table of Contents

Offeror will confirm all elements of the Technical Proposal in the Table of Contents.

2. Proposal Summary

The proposal Summary is written to provide the Evaluation Committee with an overview of the technical and business features of the proposal, and with the general qualifications of the Offeror. Summaries shall be six (6) pages or less.

3. Narrative Responses

Offeror will provide the following:

1. Mandatory Specifications

Provide narrative responses and descriptions to the **Mandatory Specifications** noted below, which are contractual requirements that must be implemented. The Offeror's responses to the questions should be organized and numbered in the same manner as delineated in this RFP:

Mandatory Specifications

A. Program Administration and Support

1. Organizational Capacity & Experience (A1 – A29)
2. Management of Information (A30 – A36)

B. Services

1. Third-Party Liability (TPL) Recovery (B1 – B24)
2. Recovery Audits (RA) (B25 – B36)
3. Revenue Enhancement / Expenses Reduction (RE/ER) (B27 – B35)

The questions should be included in the response. Supporting documentation and material that are included in the proposal shall be cross-indexed to the specific question or area of questions supported by the documentation.

2. Innovative Concepts

Provide a narrative response to the **Innovative Concepts** below.

***Detailed descriptions and topics for Narrative Responses.**

*These Narrative Responses (and all parts of Offeror's submission) become part of the Contract and terms of work.

A. Mandatory Specifications

In this section, HSD lists the major categories it will use to evaluate Offerors' proposals. Offerors must meet all mandatory requirements listed in the RFPs and the Contract. The Offeror must provide all requested information and answer all questions. Failure to meet this

requirement may result in a determination of non-responsiveness by the Procurement Manager.

Offerors proposals shall consist of two parts: a technical proposal and a cost proposal. The Offeror's technical proposal should include a clear narrative description of each mandatory specification. The narrative must include an understanding of the statement of work and a description of the methodology that the Offeror will use to meet the scope of work. The narratives along with required attachments will be evaluated and awarded points accordingly.

Program Administration and Support

1. Organizational Capacity and Experience – General Expectations

The Offeror shall demonstrate the organizational capacity and experience to perform the activity or activities included in their proposal(s). The Offeror, and its subcontractors, if any, must be able to meet all administrative requirements related to appropriate state licensure, solvency, reporting and compliance with all applicable federal and state laws and regulations. The Offeror shall effectively coordinate its proposed activities with a variety of entities, state agencies, state contractors, and providers, and will demonstrate the ability to build and maintain effective working relationships with a wide range of stakeholders.

A1. Describe how the Offeror will:

- a) Perform all of its proposed activities within the United States, using staff or contractors located in the United States, and provide current locations and numbers of Offeror's key account staff;
- b) Demonstrate an organizational structure designed to fulfill the requirements of this RFP, including administrative staffing of key positions;
- c) State the approach it intends to use to achieve each objective including major activities and resources used for each work statement, as well as State involvement;
- d) Clearly explain the use of subcontractors for any work described in this RFP. Major subcontractors shall be identified by name, address, type of activity and brief description of their project responsibilities and percentage of the total work to be performed;
- e) Guarantee that all subcontractors will incorporate the provisions of the Terms and Conditions of the contract and this RFP. Offeror shall be wholly responsible for the entire performance of the Scope of Work.

A2. Provide the name and address of the offering company/organization and its parent company (if applicable), including any "doing business as" either in New Mexico or in other locations.

- A3. Provide a table of the organization or organizational chart including an explanation of the functions of the significant operating units.
- A4. Provide a detailed description of the Offeror's organizational structure, history, legal structure, ownership, affiliations, and locations(s). Depict the Offeror's relationship to any parent, subsidiary, and related organizations and placement within the organizational structure. Identify any legal entity having an ownership interest of five percent (5%) or more. Identify significant subcontracts and assignment relationships.
- A5. Provide the names, titles, job descriptions, qualifications/credentialing and resumes of the Offeror's corporate CEO, CFO, CIO and Medical or Clinical Director, as appropriate;
- A6. Provide the names, titles, job descriptions and resumes of key personnel that will lead the Offeror's New Mexico activities; New Mexico staff assigned to liaison with Medicaid stakeholders; and New Mexico staff that will work with HSD/MAD staff. If any such positions are not currently filled or individuals are not committed to these positions, the Offeror must provide the job qualifications of each position.
- A7. Provide documentation of any applicable accreditations or national affiliations that the Offeror may have and describe activities to maintain this accreditation or affiliation during the term of this contract.
- A8. Identify, in table format, all of the Offeror's publicly-funded contracts for Medicaid/Children's Health Insurance Program (CHIP) and/or other low-income service programs within the last five (5) years. For each prior experience identified, provide a brief description of the scope of work; the duration of the contract; the primary contact name, phone number, and email address; the number of members and the population types (e.g., Temporary Assistance to Needy Families (TANF), Aged, Blind, Disabled (ABD), individuals eligible for both Medicaid and Medicare (duals), and CHIP; the annual contract payments; and the role of subcontractors, if any. This table shall include contracts held by the Offeror, the Offeror's parent organization, affiliates, and subsidiaries.
- A9. List any pending lawsuit or bankruptcy petitions, tax liens, any lawsuit or bankruptcy that has been concluded within the last five years, or any current investigation of the Offeror, its parent, affiliates, or subsidiaries that may be relevant to the operation of this program. Include a brief description of each item listed.
- A10. For the Offeror's contracts listed in the table under A8, indicate whether the other contracting party notified the Offeror that it has found the Offeror to be in breach of the contract, or that Offeror failed to meet a contract requirement.

If yes:

- a) Provide a description of the events concerning the breach, specifically

addressing the issue of whether or not the breach was due to factors beyond the Offeror's control.

- b) Was a corrective action plan (CAP) or its equivalent imposed? If so, describe the steps and timeframes in the CAP and whether the CAP was completed.
- c) Was a sanction imposed? If so, describe the sanction, including the amount of any monetary sanction (e.g., penalty or liquidated damage)
- d) Was the breach the subject of an administrative proceeding or litigation? If so, what was the result of the proceeding/litigation?

A11. Provide a preliminary work plan identifying the key tasks to be completed by the Offeror and the State as well as outstanding issues that need to be addressed before contract implementation, with estimated timeframes and responsible parties.

A12. If using a subcontractor for work described in the RFP, describe the proposed subcontractor's activities.

A13. Provide the Offeror's most recently audited financial statements. Include the parent company's most recently audited financial statement, if applicable.

A14. Provide the Offeror's two most recent unaudited internally prepared quarterly financial statements with preparation dates indicated. Include the parent company's two most recent statements, if applicable.

A15. Provide assurance that the work required to support and conduct the services the Offeror is proposing will be conducted within the United States.

A16. Describe how the Offeror will coordinate services with other Medicaid contractors and with other entities under contract, as well as with other State Agencies that may also be involved in proposed activities or products.

A17. Describe how the Offeror has coordinated services for similar governmental clients, and demonstrate Offeror's familiarity with federal RAC requirements.

A18. Describe how the Offeror intends to provide and make available adequate administrative, clinical and financial support staff.

A19. Describe the Offeror's training activities, both for the Offeror's own staff and for client's staff. Describe how the Offeror identifies training needs, and implements and conducts training.

A20. Describe the Offeror's experience with similar clients in responding to issues raised by providers, Medicaid recipients and other citizens affected by the Offeror's activities. Include how the problems or issues were communicated to the Offeror, timeliness of response and the resolution process.

- A21. Describe in general terms the Offeror's Disaster Recovery Plan (DRP) and the date and outcome of the most recent DRP test.
- A22. Describe the Offeror's experience with conducting TPL and other recovery/cost avoidance activities under similar contracts. Include estimated or actual dollar amounts recovered or saved under those contracts.
- A23. Describe the Offeror's experience and access to federal new hire and state wage files.
- A24. Describe the Offeror's ability to transition its TPL efforts and related activities to the Department at the end of the contract period.
- A25. Describe the Offeror's experience with conducting PI and other recovery/cost avoidance activities under similar contracts. Include estimated or actual dollar amounts recovered or saved under those contracts.
- A26. Describe the Offeror's experience with the appeals and fair hearing processes that may arise from denied claims or recoupments.
- A27. Describe the Offeror's experience with conducting RE/ER activities under similar contracts. Include estimated or actual dollar amounts of enhanced revenues or reduced expenditures.
- A28. Describe the Offeror's experience specific to Estate Recovery.
- A29. In previous contracts, how has the Offeror maximized revenue through Estate Recovery while minimizing hardship to the families of deceased Medicaid clients?

2. Management of Information – General Expectations

The Offeror will be responsible for managing information enabling it to provide the services and meet the requirements necessary to support the activity or activities included in the Offeror's proposal. Offeror must acknowledge its obligation to abide by HIPAA requirements and its responsibility to ensure that its staff, agents, subcontractors and principals meet these same requirements.

A30. Describe how the Offeror will:

- a) Coordinate with HSD/MAD's Fiscal Agent / Contractor to the extent necessary to meet the requirements of this procurement.
- b) Have the organizational capability to review and analyze associated elements related to Medicaid services, claims, fee-for-service activities, and encounters under the MCO or the SE models.
- c) Send analyzed data to HSD in a report or series of reports in a format and frequency to be prescribed by HSD.
- d) If required, demonstrate the ability to receive, store, and use files, as applicable,

from the Department.

- e) Comply with HIPAA regulations, as required.
- f) Ensure that its subcontractors have sufficient systems capability to meet HSD/MAD's system requirements.

A31. Describe the Offeror's available clinical and administrative support resources that ensure that the above requirements are met.

A32. Describe in the proposal the Offeror's capacity to produce ongoing or ad hoc reports that may be required in the performance of the scope of work.

A33. Provide examples of reports used with other clients similar to the Department regarding the activities performed or products delivered under similar contracts. Include a description of each report, its intended use by the client, and the periodicity of the report.

A34. Describe the Offeror's capacity to maintain and retain secure clinical and financial records, and plans to establish appropriate restrictions and safeguards against unauthorized access to clinical and financial records entrusted to Offeror's staff.

A35. Describe the protocols and procedures will the Offeror and its subcontractors follow to ensure appropriate release of member information, in accordance with federal Health Insurance Portability and Accountability Act (HIPAA) standards.

A36. Provide protocols and procedures that the Offeror and its subcontractors will follow to notify the Department of any performance problems.

B. Services

1. Third Party Liability (TPL) Recovery – General Requirements

The Department is seeking a contractor that can provide third party services necessary to identify and verify third party leads for cost saving and recovery purposes, investigate cases with liable third party resources, initiate actions to recover benefits, recover monies for medical care for which another party is responsible and provide reports of all work performed. The Department is interested in identification and recovery from all possible TPL resources including Federal insurance programs and commercial carriers.

The primary objective is to assist New Mexico in identifying the private health, Medicare, and other third-party resources that are primary to NM Medicaid members, enabling the Department to cost-avoid claims where primary coverage is available. Cost avoidance is the preferred method for reviewing claim records with TPL. This

method includes application of edits and audits which check claim information against other information about members, TPL, providers, etc.

Additionally, the Department is interested in recovering reimbursement from other responsible health insurers or payors where Medicaid payment has already been made. Post-payment recovery is primarily a back-up process to cost avoidance, and used in situations where cost avoidance is impractical or unallowable.

Describe how the Offeror will:

- B1. Provide services to identify and verify third party insurance and the process and methodology for identifying and reporting the existence of third party coverage.
- B2. Perform routine information comparisons/data matches with other government programs, top commercial carriers for the state, credit bureaus and other alternative information sources that the Offeror may propose;
- B3. Compare information sources to identify new insurance coverage such as Workman's Compensation;
- B4. Perform complex analysis of information to identify cases where insurance is available to one member of a family in which the other members in the family may not be covered;
- B5. Have carrier agreements in place with all major insurance carriers prior to the start of the contract;
- B6. Present full results of TPL information analysis to the Department for review prior to initiating any recoveries;
- B7. Initiate actions to recover benefits and/or monies for medical care for which another party is responsible;
- B8. Bill/rebill Medicare and commercial carriers;
- B9. Recover/recoup third-party resources available to members following the twelve (12) month MCO right of subrogation;
- B10. Investigate reasons for nonpayment by other insurers and resubmit claims when appropriate;
- B11. Perform regular maintenance of information in order to re-verify insurance coverage information at least quarterly;

- B12. Maintain records including: third party resource information by member, date specific TPL resources, third party carrier information, and comprehensive written documentation supporting all recoveries billed to third parties;
- B13. Maintain and store all records relating to recovery and billing activities including: unique identification of recovery records, cost avoided due to established TPL (as defined by the state and/or federal government), and provide tracking of recoveries and posting to individual claim histories;
- B14. Receive approval from the Department prior to all submissions of recoveries billed to commercial health insurance plans;
- B15. Respond to provider inquiries regarding the initial mailings and provide explanations before and after the Medicaid recovery has occurred;
- B16. Investigate and resolve provider disagreements resulting from voiding of claims.
- B17. During any audit, if the Contractor/Offeror identifies conduct that it reasonably believes constitutes a violation of state or federal law concerning Medicaid fraud, ensure that a fraud referral is made to HSD-OIG.
- B18. Based on the Offeror's understanding of the current structure and functioning of the New Mexico Medicaid program, make recommendations that the Offeror believes will be most fruitful and productive for HSD to implement.
- B19. Submit a coherent and comprehensive sample work plan that provides a detailed description of the activities the Offeror proposes to conduct in order to meet the goals of this initiative. The plan also must include, but is not limited to: specific actions, timeframes and methodologies the Offeror will use to implement those activities; and an indication of estimated revenue or cost savings that may result from those activities.
- B20. Have a process and methodology for billing, tracking and reporting recoveries of Medicaid funds paid on behalf of eligible Medicaid recipients when other third party resources were/are available.
- B21. Have a process and methodology for identifying provider payments received from Medicaid where third party payments also were paid on the same claim.
- B22. Describe methodologies for reducing or recovering Medicaid expenditures for increasing revenues on claims paid by Medicaid for recipients in cases where the recipients' other health insurance has inappropriately refused payment on the claim.

B23. Reduce or recover Medicaid expenditures or increase revenues on claims where the fiscal agent and the MCOs under contract with the Department have discontinued the pursuit of recovery.

B24. Describe the Offeror's access to national employer-sponsored health insurance information sources and the frequency with which updates are made to the information maintained by the Offeror.

2. Recovery Audits Contract (RAC) – General Expectations

The majority of New Mexico Medicaid members are enrolled in Managed Care Organizations to receive their services, including behavioral health and long term care services. A small portion of the program is delivered on a fee-for-service basis.

The Department is interested in tested methodologies that identify providers that have billed for services provided to Medicaid recipients not in compliance with State and Federal regulations and Medicaid billing guidelines. Such methodologies may include the use of statistics to establish norms of care to detect inappropriate or overuse of services and analysis of encounter data as well as fee-for-service paid claims.

Specifically, the Department seeks a contractor that will strategically select provider claims for review, request and review medical and financial records, identify over/underpayments for recovery, and testify in defense of the Department's administrative actions in the event of an appeal. The Department may, in its sole discretion, elect to use the retrospective claim review activities provided in this section of the RFP to comply with the mandate of the Patient Protection and Affordable Care Act for expansion of the RAC program to Medicaid. In that case, the contractor will be expected to conform to federally mandated RAC requirements when issued by the Federal Government.

B25. Describe how the Offeror will:

- a) Conduct activities designed to identify patterns of care services and billing practices across multiple lines of business, member categories, providers, and Managed Care Organizations to identify potential providers for review;
- b) Track service levels and usage to ensure that the programs are not incurring costs for inappropriate care and are not paying for fraudulent services;
- c) Evaluate current processes and identify pre-payment/pre-adjudication

strategies that lead to cost avoidance rather than recoupment;

- d) Incorporate strategies that use enhanced analysis of payment editing capabilities such as, but not limited to: American Medical Association (AMA) Standard Editing; Appropriate use of International Classification of Diseases ninth revision (ICD-9) diagnosis and procedure codes; future accommodations for the use of International Classification of Diseases tenth revision (ICD-10) diagnosis and procedure codes; Appropriate use of Current Procedural Terminology (CPT) codes; Appropriate use and validation of modifiers on both professional and facility claims; use current Diagnosis Related Group (DRG) grouper for the appropriate year; use the American Hospital Association "Coding Clinic Guidelines" and, Correct Coding Initiative (CCI) edits on both professional and facility claims as defined by the Center for Medicare and Medicaid Services;
- e) Request and perform retrospective reviews of medical and financial records, payment information, and services identified by the Offeror or Department;
- f) Validate the appropriateness of the services paid;
- g) Develop audit plans based on the requirements described in the RFP and/or as directed by the Department.
- h) Cease pursuit of a case or audit already in progress upon the request of the Department;
- i) Establish quality controls and procedures to identify and validate improper payments;
- j) Support the Department as requested in appeals that are a result of audit findings and overpayment requests identified by the Offeror;
- k) Have the capability of providing claims data for adjustments and/or voids to the Department for recovery processing or correction of underpayments in a format specified by the Department;
- l) Obtain Department approval prior to all written correspondence with providers. Templates of correspondence to be used during this project must be approved by the Department;
- m) When requested by the Department, submit written information and testify, as necessary, at any administrative hearings related to claims/reviews conducted by the selected Offeror;
- n) Coordinate its activities with the on-going Program Integrity efforts of

the Department;

- o) At the conclusion of the contract period and before the final settlement, make available to the Department all records, files, methodologies and any supplemental documentation that the Department would require in order to process future recoveries or testify in administrative hearings of the same nature as those processed and performed by the selected Offeror during the course of this contract.

B26. Ensure the thorough and accurate identification of overpayments and improper payments.

3. Revenue Enhancement/Expense Reduction (RE/ER) – General Expectations

The Offeror shall identify opportunities and conduct activities for increased revenues and/or reduced expenditures for the Medicaid program or other programs administered by the Department. The Department is less interested in such opportunities that may exist for other State-run programs administered by other Agencies or entities as there may be separate contracts to meet these goals.

Activities under the RE/ER umbrella may include, but are not limited to: estate recovery, credit balance recovery, and other activities of a similar nature that either increase revenue or reduce expenditures to the Department.

B27. Describe how the Offeror will:

- a) Identify services that would enhance functions not already part of the Department's current operations, planning, or already referenced as a need in this RFP.
- b) Perform any recovery projects or other initiatives as mutually agreed upon and assigned by the Department.
- c) Provide a detailed work plan for each enhancement proposed.
- d) Identify services that would enhance recovery functions that are not part of the Department's current operations or planning.

B28. The Offeror shall present a coherent and comprehensive plan that provides detail regarding the opportunities for RE/ER and the activities in which the Offeror will engage to meet the goals of this activity. The plan must include, but is not limited to, specific actions and methodologies the Offeror will use to implement those activities; and an indication of estimated revenue or reduced expenditures that may result from those activities.

B29. Describe other proposed systems and/or cost saving and recovery projects the Offeror intends to use.

- B30. Based on the Offeror's understanding of the current structure and functioning of the New Mexico Medicaid program and state/federal regulatory mandates, describe areas that the Offeror believes will be most fruitful and productive to implement.
- B31. Describe a work plan for performing specific functions to pursue recovery from the estates of deceased Medicaid recipients and/or their spouses and from trusts established for Medicaid recipients. Assets for these individuals must be identified and monitored for possible estate recovery.
- B32. Describe how the Offeror will adapt its estate recovery efforts to New Mexico's legal, political, economic and social environment. Given the legal environment in New Mexico, please include a description of how the Offeror's estate recovery program would benefit both the Offeror and the Department. Include the number of estates the Offeror believes would be eligible for recovery annually and the approximate value of these recoveries. If the Offeror is not proposing estate recovery activities in this activity area, state as such.
- B33. Describe the process and measures the Offeror will use to evaluate the status of its estate recovery efforts and inform the Department of the status of those efforts.
- B34. What other programs, policies, and activities can the Offeror suggest to the Department related to increasing revenue and/or decreasing expenditures that might fit broadly under the Revenue Enhancement activity? Describe those in the "New and Innovative Concepts" section (see 2 below).
- B35. Based on the Offeror's understanding of the current structure and functioning of the New Mexico Medicaid program, such as that 80% of NM Medicaid enrollees are in managed care, describe areas that the Offeror believes will be most fruitful and productive to implement.

2 New and Innovative Concepts

In its efforts to improve the TPL, RAC, and all RE/ER programs, the Department is soliciting ideas or suggestions from the Offeror for recommended changes to improve both program operations and cost containment. Examples:

- What other programs, policies, and activities would the Offeror suggest to the Department related to increasing revenue and decreasing expenditures that might fit broadly under the PI activity? Provide examples from similar contracts.
- Based on the Offeror's understanding of Departmental policies and procedures or State statutes, what changes to those policies, procedures, or statutes might the Offeror recommend to maximize federal funds and/or save state funds.

The Offeror is encouraged to provide a narrative response to this section demonstrating added value in its proposal by recommending innovative concepts not addressed

elsewhere in this document. The recommendations should reasonably align with the Department's objectives and scope of work as described in the RFP. There should be no overlap between the innovative recommendations and the technical and cost responses submitted by the Offeror in response to the mandatory requirements of the RFP. The recommendations will be evaluated based on usefulness, practicality and likelihood of successful implementation.

C. COST PROPOSAL

Cost

The Department is interested in a payment mechanism for the contract under this RFP that is most advantageous to the Department and most efficiently implemented.

Provide proposed charges and cost calculation for three separate contract components.

1. Third-Party Liability (includes Commercial Insurance (CI) Billing, Commercial Insurance (CI) Disallowance, and Subro/Casualty/Mass Torts);
2. Recovery Audits (RA);
3. Revenue Enhancement / Expenses Reduction (includes Estates, Credit Balance Audits (CBA), and Credit Balance Audits Long Term Care (CBA LTC));
4. Other potential recovery categories/opportunities (new/innovative).

Explain all calculations, methodology, and rationale thoroughly.

The Department is seeking a fixed contingency fee percentage contract with payments based on actual cost savings and cash recoveries. This payment methodology is authorized by the State pursuant to NMSA 1978, Chapter 27, Article 2. The Department will provide reimbursement only when a recovery has been made by the Offeror. The Offeror must acknowledge that the State does not use General Fund revenues to pay for contingency fees.

The Offeror's proposed charges must be expressed as a percentage per dollar rate based on the amount to be generated for HSD/MAD as a result of the Offeror's recoveries, commonly known as a "contingency fee." The cost proposal must be a clearly documented mathematical calculation in support of the proposal. Reimbursement to the Contractor shall be determined by applying the percentages quoted to the actual cash amounts recovered by the contractor during the contract term.

Provide a fixed contingency percentage. A percentage shall take into consideration the degree of difficulty, with a higher percentage relating to the greater degree of difficulty and a lower percentage relating to the lesser degree of difficulty. These percentages shall represent all of the Offeror's costs associated with providing the services specified in this RFP. No additional expense reimbursements shall be made.

The Offeror/Contractor will not be paid Gross Receipts Tax by the HSD.

***Do not include Cost Proposal information in the Technical Proposal.**

***The Cost Proposal is submitted as a separate sealed section of the Offeror's submission.**

***Do not enter any technical information in the Cost Proposal.**

D. ORGANIZATIONAL REFERENCES

Offerors shall provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. **Offerors are required to submit APPENDIX G, Reference Form, to their listed business references. The business references must submit the Reference Form directly to the designee, as described in Section I Paragraph D.** It is the Offeror's responsibility to ensure the completed forms are received on or before the proposal submission deadline for inclusion in the evaluation process.

Organizational References that are not received, or are incomplete, may adversely affect the Offeror's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Para C.18.

Offerors shall submit the following Business Reference information as part of Offer:

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

F. PREFERENCES AND ASSURANCES

1. Financial Stability

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

D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

2. Performance Surety Bond

Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor's performance on any subsequent contract award. While each engagement will be different, the option to require a Performance Surety Bond must be available to the Agency at time of contract award. **A statement of concurrence must be submitted in the Offeror's proposal.**

3. Pay Equity Reporting

The Offeror must agree with the requirements of reporting as defined in Section II.C.30. Report is due at the time of contract award. A statement of concurrence with this requirement must be included in Offeror's submitted proposal. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local Contractor. However, such out-of-state Offerors must still submit a statement of concurrence that reads as follows: **"Offeror concurs with the Pay Equity Reporting as defined in Section II.C.30. Offeror would come under the definition of out-of-state Contractor if Offeror should be successful."**

G. REQUIRED FORMS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form in APPENDIX F. The form must be completed and **must** be signed by the person authorized to obligate the company.

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

3. Employee Health Coverage Form

The Offeror must agree with the terms as indicated in APPENDIX E. The unaltered form must be completed, signed by the person authorized to obligate the Offeror's firm and submitted with Offeror's proposal.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Factors	Points Available
B. TECHNICAL PROPOSAL (<i>Narrative Responses</i>)	700
4.1.A. Mandatory Specs, Program Admin & Support 1. Organizational Capacity and Experience (A1 – A29)	150
4.1.A. Mandatory Specs, Program Admin & Support 2. Management of Information (A30 – A36)	100
4.1.B. Mandatory Specs, Services 1. TPL (B1 – B24)	150
4.1.B. Mandatory Specs, Services 2. RAC (B25 – B26)	100
4.1.B. Mandatory Specs, Services 3. RE/ER (B27 – B35)	100
3.2. Innovative Concepts	100
C. BUSINESS SPECIFICATIONS (<i>Cost</i>)	250
C.1. Cost - TPL	100
C.2. Cost - RAC	70
C.3. Cost – RE/ER	50
C.4. Cost – New/Innovative	30
D. BUSINESS REFERENCES (<i>References</i>)	50
Business References	50
E OTHER REQUIREMENTS (<i>Mandatory Submissions</i>)	
Letter of Transmittal Form Submitted	Pass/Fail
Campaign Contribution Disclosure Form Submitted	Pass/Fail
NM Employee Health Coverage Form Submitted	Pass/Fail
Financial Stability – Audited Financials	Pass/Fail
Performance Surety Bond Statement	Pass/Fail
Pay Equity Reporting Statement	Pass/Fail
TOTAL	1,000

Table 1: Evaluation Point Summary

A. EVALUATION FACTORS

1. (B) Technical Proposal, Narrative Responses (700 points)

Points will be awarded based on the thoroughness and clarity of the response, the breadth and depth of the engagements cited and the perceived validity of the response.

a. Mandatory Specifications (600 points)

b. Innovative Concepts (100 points)

2. (C) Cost (250 points)

Contractor fees are based upon a percentage of recovered funds. The evaluation of each Offeror's cost proposal will be based on appropriateness and best value for the state (lowest percentages) as shown in the formula below.

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror's Bid}} \times \text{Available Award Points}$$

This formula will be applied separately in each of the four recovery areas:

- 1. TPL (100 points)
- 2. RA (50 points)
- 3. RE/ER (50 points)
- 4. New/Innovative (30 points)

3. (D) Business References (50 points)

Points will be awarded based on the quality and organization of information presented, as well how effectively the information was communicated, the professionalism of the presenters and the technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror with a presentation agenda. (If no Oral Presentations are required all Offerors will receive the same amount of total points for this evaluation factor)

4. (E) Other Requirements (all pass/fail, no points)

- a. Letter of Transmittal Form**
- b. Campaign Contribution Disclosure Form**
- c. Employee Health Coverage Form**
- d. Financial Stability – Audited Financials**
- e. Performance Bond Statement**

f. Pay Equity Reporting Statement

B. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated in the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may include other sources of information to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State, taking into consideration the evaluation factors in Section IV, will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

REQUEST FOR PROPOSAL

Recovery Contract Services
15-630-8000-3000

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX H.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than Section II, A. SEQUENCE OF EVENTS. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Daniel Clavio, Procurement Manager
Recovery Contract Services
15-630-8000-3000
Human Services Department
Medical Assistance Division
PO Box 2348, Santa Fe, NM 87504

Fax: 505-476-7043
E-mail: Daniel.Clavio@state.nm.us

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.
 “Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Item	Description
Contribution Made By	
Relation to Prospective Contractor:	
Name of Applicable Public Official	
Date Contribution(s) Made	
Amount(s) of Contribution(s)	
Nature of Contribution(s)	
Purpose of Contribution(s)	

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

Contractor Name

APPENDIX C

SAMPLE CONTRACT

STATE OF NEW MEXICO HUMAN SERVICES DEPARTMENT

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as the "HSD," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration (DFA).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform all services detailed in Exhibit A, Scope of Work, attached to this Agreement.

2. Compensation.

A. The HSD shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars (\$_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT) including gross receipts tax, if applicable, in FYXX. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The New Mexico gross receipts tax, if applicable, levied on the amounts payable under this PSC shall be paid by the Contractor. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The Contractor is responsible for notifying the HSD when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

(FOR MULTI-YEAR CONTRACTS REPEAT THE sub paragraph above for each additional year. Then delete this bolded instruction.)

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices **MUST BE** received by the HSD no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. **Invoices received after such date WILL NOT BE PAID.**

(—OR—)

(FOR MULTI-YEAR CONTRACTS REPEAT B, below, for each additional year, replacing each XX with digits representing the year(s), then delete this bolded instruction and B, above, which is for a single year contract.)

B. Payment in FYXX, FYXX, FYXX, and FYXX is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices **MUST BE** received by the HSD no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. **Invoices received after such date WILL NOT BE PAID.**

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the HSD finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the HSD that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This Agreement shall terminate on **(DATE)** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Grounds.** The HSD may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the HSD's uncured, material breach of this Agreement.

B. **Notice; HSD Opportunity to Cure.**

1. Except as otherwise provided in Paragraph (4)(B)(3), the HSD shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give HSD written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the HSD's material breaches of this Agreement upon which the termination is based and (ii) state what the HSD must do to cure such material breaches. Contractor's notice of termination shall only be effective (iii) if the HSD does not cure all material breaches within the thirty (30) day notice period or (iv) in the case of material breaches that cannot be cured within thirty (30) days, the HSD does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the HSD; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the HSD's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

D. Termination Management. Immediately upon receipt by either the HSD or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the HSD; 2) comply with all directives issued by the HSD in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the HSD shall direct for the protection, preservation, retention or transfer of all property titled to the HSD and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the HSD upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the HSD to the Contractor. The HSD's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the HSD proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the HSD and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless

the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the HSD.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the HSD. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the HSD, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the HSD.

11. Product of Service - Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the HSD no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, and Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1. in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any HSD employee while such employee was or is employed by the HSD and participating directly or indirectly in the HSD's contracting process;

2. this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3. in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the HSD's making this Agreement;

4. this Agreement complies with Section 10-16-9(A) NMSA 1978 because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5. in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6. in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the HSD.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the HSD relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the HSD if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the HSD and notwithstanding anything in the Agreement to the contrary, the HSD may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. **Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the HSD proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. **Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. **Penalties for Violation of Law.**

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

16. **Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. **Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the HSD.

19. Records and Financial Audit.

A. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of five (5) years from the date of final payment under this Agreement. The records shall be subject to inspection by the HSD, the Department of Finance and Administration and the State Auditor. The HSD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the HSD to recover excessive or illegal payments.

B. Contract for an independent A-133 audit at the Contractor's expense, as applicable. The Contractor shall ensure that the auditor is licensed to perform audits in the State of New Mexico and shall be selected by a competitive bid process. The Contractor shall enter into a written contract with the auditor specifying the scope of the audit, the auditor's responsibility, the date by which the audit is to be completed and the fee to be paid to the auditor for this service. Single audits shall comply with procedures specified by the HSD. The audit of the contract shall cover compliance with Federal Regulations and all financial transactions hereunder for the entire term of the Agreement in accordance with procedures promulgated by OMB Circulars or by Federal program officials for the conduct and report of such audits. An official copy of the independent auditor's report shall be made available to the HSD and any other authorized entity as required by law within fifteen (15) days of receipt of the final audit report. The Contractor may request an extension to the deadline for submission of the audit report in writing to the HSD for good cause and the HSD reserves the right to approve or reject any such request. The HSD retains the right to contract for an independent financial and functional audit for funds and operations under this if it determines that such an audit is warranted or desired.

C. Upon completion of the audit under the applicable federal and state statutes and regulations, the Contractor shall notify the HSD when the audit is available for review and provide online access to the HSD, or the Contractor shall provide the HSD with four (4) originals of the audit report. The HSD will retain two (2) and one (1) will be sent to the HSD/Office of the Inspector General and one (1) to the HSD/Administrative Services Division/Compliance Bureau.

D. Within thirty (30) days thereafter or as otherwise determined by the HSD in writing, the Contractor shall provide the HSD with a response indicating the status of each of the exceptions or findings in the said audit report. If either the exceptions or findings in the audit are not resolved within thirty (30) days, the HSD has the right to reduce funding, terminate this Agreement, and/or recommend decertification in compliance with state and/or federal regulations governing such action.

E. This audit shall contain a schedule of financial expenditures for each program to facilitate ease of reconciliation by the HSD. This audit shall also include a schedule of depreciation for all property or equipment with a purchase price of \$5,000 or more pursuant to OMB Circulars A-21, A-87, A-110, A-122 and A-133 where appropriate.

F. This audit shall include a report on compliance with requirements applicable to each major program and internal control over compliance in accordance with OMB Circulars A-21, A-87, A-110, A-122 and A-133 where appropriate.

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the HSD and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the HSD and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

22. Employee Pay Equity Reporting.

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall

serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even when contractor itself does not meet the size requirement for reporting and therefore is not required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

23. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

24. Enforcement of Agreement.

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.

25. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the HSD:

[insert name, address and email].

To the Contractor:

[insert name, address and email].

26. **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.

27. **Debarment and Suspension**

A. Consistent with either 7 C.F.R. Part 3017 or 45 C.F.R. Part 76, as applicable, and as a separate and independent requirement of this PSC the Contractor certifies by signing this PSC, 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 PSC, 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 PSC, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

B. The Contractor's certification in Paragraph A, above, is a material representation of fact upon which the HSD relied when this PSC was entered into by the parties. The Contractor's certification in Paragraph A, above, shall be a continuing term or condition of this PSC. As such at all times during the performance of this PSC, 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 PSC 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 HSD's Program Manager if, at any time during the term of this PSC, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this PSC 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 PSC or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the HSD, the HSD may terminate the PSC.

C. As required by statute, regulation or requirement of this PSC, 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 HSD when it requests subcontractor approval from the HSD. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the HSD may refuse to approve the use of the subcontractor.

28. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

A. The applicable definitions and exceptions to prohibited conduct and disclosures contained in 31 U.S.C. § 1352 and 45 C.F.R. Part 93 or Subparts B and C of 7 C.F.R. Part 3018, as applicable, are hereby incorporated by reference in subparagraph (B) of this certification.

B. The Contractor, by executing this 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 offeror 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance is placed when this PSC is made and entered into. Submission of this certification is a prerequisite for making and entering into this PSC imposed under 31 U.S.C. § 1352. It shall be a material obligation of the Contractor to keep this certification current as to any and all individuals or activities of anyone associated with the Contractor during the pendency of this PSC. 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 HSD, termination of the PSC.

29. Non-Discrimination

A. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; and the Americans With Disabilities Act of 1990, Public Law 101-336; in that there shall be no discrimination against any employee who is employed in the performance of this PSC, 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 PSC under any program or activity.

D. The Contractor agrees to provide meaningful access to services for individuals with Limited English Proficiency (LEP) in accordance with Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency."

30. Drug Free Workplace

A. *Definitions.* As used in this paragraph—
"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act, 21 U.S.C 812, and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

“Employee” means an employee of a contractor directly engaged in the performance of work under a Government contract. “Directly engaged” is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means an offeror/contractor that has no more than one employee including the offeror/contractor.

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:

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor’s policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) 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 PSC 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 PSC, the employee will:

- (i) Abide by the terms of the statement; and
- (ii) 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 five (5) days after such conviction;

5. Notify the HSD Program Manager in writing within ten (10) days after receiving notice under (B)(4)(ii) of this paragraph, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

6. Within thirty (30) days after receiving notice under B(4)(ii) of this paragraph of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) 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 PSC 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 HSD, 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 PSC and subject the Contractor to suspension of payments under the PSC and/or termination of the PSC in accordance with paragraph 4, above.

31. Findings and Sanctions

A. The Contractor agrees to be subject to the findings and sanctions assessed as a result of the HSD audits, federal audits, and disallowances of the services provided pursuant to this PSC and the administration thereof.

B. The Contractor will make repayment of any funds expended by the HSD, subject to which an auditor with the jurisdiction and authority finds were expended, or to which appropriate federal funding agencies take exception and so request reimbursement through a disallowance or deferral based upon the acts or omissions of the Contractor that violate applicable federal statutes and/or regulations, subject to sufficient appropriations of the New Mexico Legislature.

C. If the HSD becomes aware of circumstances that might jeopardize continued federal funding, the situation shall be reviewed and reconciled by a mutually agreed upon panel of Contractor and the HSD officials. If reconciliation is not possible, both parties shall present their view to the Director of the Administrative Services Division who shall determine whether continued payment shall be made.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau below.

By: _____ Date: _____
HSD Cabinet Secretary

By: _____ Date: _____
HSD Office of General Counsel

By: _____ Date: _____
HSD Chief Financial Officer

By: _____ Date: _____
Contractor

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

ID Number: 00-000000-00-0

By: _____ Date: _____
Taxation and Revenue Department

This Agreement has been approved by the DFA Contracts Review Bureau:

By: _____ Date: _____
DFA Contracts Review Bureau

APPENDIX D

COST RESPONSE FORM

1. TPL

2. RA

3. RE/ER

4. New / Innovative

APPENDIX E

NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://www.insurenwmxico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined revenue (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

Signature of Offeror: _____

Date _____

APPENDIX F

LETTER OF TRANSMITTAL FORM

RFP#: _____

Offeror Name: _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____
Title _____
E-Mail Address _____
Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____
Title _____
E-Mail Address _____
Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____
Title _____
E-Mail Address _____
Telephone Number _____

5. Use of Sub-Contractors (Select one)

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

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.
 I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
 I acknowledge receipt of any and all amendments to this RFP.

_____, 2014
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX G

REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to:

Daniel Clavio, Procurement Manager
Human Services Department
Medical Assistance Division
PO Box 2348
Santa Fe, NM 87504

by the RFP submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

**RFP # 15-630-8000-3000 REFERENCE QUESTIONNAIRE
FOR:**

(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of New Mexico, Human Services Department, Medical Assistance Division, via facsimile or e-mail at:

Daniel Clavio, Procurement Manager
Human Services Department
Medical Assistance Division
PO Box 2348
Santa Fe, NM 87504

Fax : 505-476-7043
Email : Daniel.Clavio@state.nm.us

no later than April 30, 2015, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

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

COMMENTS:

2. How would you rate this firm's knowledge and expertise?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

7. How satisfied are you with the products developed by the Contractor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

8. With which aspect(s) of this Contractor's services are you most satisfied?
COMMENTS:

9. With which aspect(s) of this Contractor's services are you least satisfied?
COMMENTS:

10. Would you recommend this Contractor's services to your organization again?
COMMENTS:

