

Request for Proposals

ISSUED BY

The New Mexico Human Services Department



For the provision of

HHS 2020 Medicaid Enterprise Benefit Management Services

RFP # 20-630-8000-0002

Human Services Department
P.O. Box 2348
Santa Fe, New Mexico 87504-2348
Dr. David Scrase, Cabinet Secretary

ISSUE DATE: August 21, 2019

Table of Contents:

I. INTRODUCTION	10
A. PURPOSE OF THIS REQUEST FOR PROPOSALS.....	10
B. SUMMARY STATEMENT OF WORK.....	10
C. SCOPE OF PROCUREMENT	11
D. PROCUREMENT MANAGER.....	12
II. MMISR APPROACH	13
A. The MMISR Modules and Services Procurements.....	14
III. CONTRACTOR ROLE	18
IV. DEFINITION OF TERMINOLOGY	20
V. MMISR PROCUREMENT LIBRARY.....	25
VI. CONDITIONS GOVERNING THE PROCUREMENT	27
A. SEQUENCE OF EVENTS	27
B. EXPLANATION OF BMS EVENTS.....	27
1. Issue RFP	28
2. Distribution List.....	28
3. Pre-proposal Conference.....	28
4. Deadline to Submit Questions.....	28
5. Response to Written Questions	29
6. Submission of Proposal.....	29
7. Proposal Evaluation	29
8. Selection of Finalists.....	30
9. Best and Final Offers	30
10. Oral Presentations	30
11. Finalize Contractual Agreements.....	30
12. Approval of Contracts (Federal and State).....	31
13. Contract Awards	31
14. Protest Deadline	32
C. GENERAL REQUIREMENTS	33
1. Acceptance of Conditions Governing the Procurement.....	33
2. Incurring Cost	33
3. Prime Contractor Responsibility	33

- 4. Subcontractors/Consent 33
- 5. Amended Proposals 33
- 6. Offeror’s Rights to Withdraw Proposal 34
- 7. Proposal Offer Firm 34
- 8. Disclosure of Proposal Contents 34
- 9. No Obligation..... 35
- 10. Termination..... 35
- 11. Sufficient Appropriation 35
- 12. Legal Review 35
- 13. Governing Law 35
- 14. Basis for Proposal 35
- 15. Contract Terms and Conditions 35
- 16. Offeror Terms and Conditions 36
- 17. Contract Deviations 36
- 18. Offeror Qualifications 36
- 19. Right to Waive Minor Irregularities..... 37
- 20. Change in Contractor Representatives 37
- 21. Notice of Penalties 37
- 22. Agency Rights..... 37
- 23. Right to Publish..... 37
- 24. Ownership of Proposals 37
- 25. Confidentiality 37
- 26. Electronic Mail Address Required..... 38
- 27. Use of Electronic Versions of this RFP 38
- 28. New Mexico Employees Health Coverage 38
- 29. Campaign Contribution Disclosure Form..... 39
- 30. Pay Equity Reporting Requirements..... 39
- 31. Disclosure Regarding Responsibility..... 39
- 32. No Resources Provided by NM HSD to the MMISR BMS or C/CMS Contractors..... 41
- 33. Equal Employment Opportunity 42
- 34. New Mexico Preference Not Applicable 42
- D. RESPONSE FORMAT AND ORGANIZATION 42**
- 1. NUMBER OF RESPONSES 42

2.	NUMBER OF COPIES	42
3.	PROPOSAL FORMAT	43
VII.	RESPONSE SPECIFICATIONS	45
A.	COST	47
B.	OTHER REQUIREMENTS	48
1.	Letter of Transmittal Form.....	48
2.	List of References	48
3.	Financial Stability Documents	49
4.	Performance Bond Capacity Statement	49
5.	Campaign Contribution Disclosure Form	49
6.	Employee Health Coverage Form.....	49
7.	Pay Equity Reporting Statement	49
8.	Eligibility Statement	50
C.	ORAL PRESENTATION	50
VIII.	EVALUATION	51
A.	BMS EVALUATION POINT SUMMARY	51
B.	BMS EVALUATION FACTORS	51
1.	Technical Responses (100 points)	51
2.	Requirements (360 points)	52
3.	Experience and Personnel (100 points).....	53
4.	Required Sample Documents (20 points)	53
5.	Cost (280 points).....	54
6.	References (40 points).....	54
7.	Oral Presentation (Finalists only, 100 points)	54
C.	C/CMS EVALUATION POINT SUMMARY	54
D.	C/CMS EVALUATION FACTORS	55
1.	Technical Responses (100 points)	55
2.	Requirements (360 points)	56
3.	Experience and Personnel (100 points).....	56
4.	Required Sample Documents (20 points)	56
5.	Cost (280 points).....	57
6.	References (40 points).....	57
7.	Oral Presentation (Finalists only, 100 points)	57

E.	OTHER REQUIREMENTS	57
1.	Letter of Transmittal (Appendix C)	58
2.	References (40 points) (Appendix D)	58
3.	Financial Stability – Financials (Section VII. B .3).....	58
4.	Performance Bond Capacity Statement (Section VII. B .4).....	58
5.	Campaign Contribution Disclosure Form (Appendix E)	58
6.	New Mexico Employee Health Coverage Form (Appendix F)	58
7.	Pay Equity Reporting Statement (Appendix I, Article 27)	58
8.	Eligibility Statement (Section VII. B .8).....	58
F.	EVALUATION PROCESS	58
IX.	SUMMARY LISTING OF APPENDICES:.....	59
X.	APPENDICES:	59
	APPENDIX A – Acknowledgement of Receipt Form.....	61
	APPENDIX B – BMS COST RESPONSE FORM #1.....	62
	APPENDIX B – BMS COST RESPONSE FORM #2.....	63
	APPENDIX C – Letter of Transmittal Form	64
	APPENDIX D – Reference Questionnaire Form	66
	APPENDIX E – Campaign Contribution Disclosure Form.....	70
	APPENDIX F – New Mexico Employees Health Coverage Form.....	72
	APPENDIX G – BMS Statement of Work.....	73
1.	BMS Services and Approach.....	74
1.1	Complete BPO Services.....	76
1.2	Subcontractors.....	76
2.	BMS Contractor Role.....	76
2.1	The BPO Services	77
2.2	Benefit Management Services Components	78
2.2.1	Member Management	79
2.2.2	Provider Management	81
2.2.3	Utilization Management (UM) /Utilization Review (UR)	84
2.2.4	Benefit Plan Management.....	87
2.3	Benefit Management Services Deliverables and Deliverables Processes.....	90
3.	BMS Deliverables	90
3.1	Requirements	92

Functional Business Requirements	92
3.2 Integration Plan	93
4. BMS Data Governance.....	93
5. BMS Security	94
6. BMS Configure and Provide BMS Components	94
6.1 Configuration	94
6.2 Provide BMS Components.....	94
7. BMS Testing.....	95
7.1 Test Plan and Scripts.....	96
7.2 Tested Software	97
7.3 Load/Volume/Stress Testing Report.....	97
8. BMS Enterprise Project Management.....	97
9. BMS Staffing.....	97
9.1 Key Personnel	98
9.2 Additional Key BMS Personnel Requirements.....	99
9.3 Logistical Requirements	100
9.4 Benefit Management Services Stakeholder Collaboration	100
10. BMS Training.....	100
10.1 Training Plan	100
10.2 Training Materials	101
10.3 Business User Manual	101
11. BMS Support and Maintenance	101
11.1 Operational Stabilization Plan	102
11.2 BMS in Operational Use.....	102
11.3 BMS Business Services Support	102
11.4 Performance Analysis and Reporting	102
11.5 BMS Quality Management Plan.....	103
11.6 Optimized the BMS Platform	103
12. BMS Business Continuity, Disaster Recovery and Backup	103
12.1 Business Continuity	103
12.2 Disaster Recovery and Backup.....	104
13. BMS Transition Planning and Management.....	105

14. BMS Certification	106
APPENDIX H – BMS DETAILED REQUIREMENTS	107
APPENDIX I – Sample Contract	153
APPENDIX J – RFP Crosswalk to CMS Draft RFP Template	201
APPENDIX K – BMS Performance Measures	207
APPENDIX L – C/CMS COST RESPONSE FORM #1	218
APPENDIX L – C/CMS COST RESPONSE FORM #2	219
APPENDIX M – C/CMS Statement of Work	220
1. Care/Case Management Services and Approach	221
1.1 Complete BPO Services.....	223
1.2 Subcontractors.....	224
2. Care/Case Management Contractor Role.....	224
2.1 The BPO Services	225
2.2 C/CMS	226
2.2.1 C/CMS Minimum functionality:	226
2.2.2 Stakeholder Use of C/CMS.....	228
2.2.3 Examples of Stakeholder C/CMS needs:	231
2.2.3.1 Example of Wait List and Allocation functionality:	231
2.2.3.2 Example of Grievance and Appeal functionality:	231
2.2.3.3 Example of Integration with Print Contractor’s functionality:	232
2.3 Care/Case Management Deliverables and Deliverables Processes.....	232
3. Care/Case Management Deliverables	233
3.1 Requirements	234
Functional Business Requirements	234
3.2 Integration Plan.....	235
4. Care/Case Management Data Governance	236
5. Care/Case Management Security	236
6. Configure and Provide C/CMS	236
6.1 Configuration	236
6.2 Provide C/CMS.....	237
7. Care/Case Management Testing	237
7.1 Test Plan and Scripts.....	238

7.2 Tested Software	239
7.3 Load/Volume/Stress Testing Report.....	239
8. Care/Case Management Enterprise Project Management	239
9. Care/Case Management Staffing	240
9.1 Key Personnel	241
9.2 Additional Key C/CMS Personnel Requirements.....	241
9.3 Logistical Requirements	242
9.4 C/CMS Stakeholder Collaboration	242
10. Care/Case Management Training.....	243
10.1 Training Plan.....	243
10.2 Training Materials.....	243
10.3 Business User Manual.....	244
11. C/CMS Support and Maintenance	244
11.1 Operational Stabilization Plan	244
11.2 Operational Use	244
11.3 C/CMS Support.....	245
11.4 Performance Analysis and Reporting	245
11.5 C/CMS Quality Management Plan	245
11.6 Optimize the C/CMS.....	245
12. C/CMS Business Continuity, Disaster Recovery and Backup	246
12.1 Business Continuity	246
12.2 Disaster Recovery and Backup	246
13. Care/Case Management Transition Planning and Management.....	248
14. Care/Case Management Certification	248
APPENDIX N – C/CMS Detailed Requirements	250
APPENDIX O – Care/Case Management Performance Measures	281

Table of Tables:

Table 1 - RFP Release Timeline	18
Table 2 - Sequence of Events.....	27
Table 3 - BMS Evaluation Point Summary	51
Table 4 - C/CMS Evaluation Point Summary.....	55
Table 5 - Standards for BMS Document Deliverables	90
Table 6 - Member Management Requirements	109

Table 7 - Provider Management Requirements	112
Table 8 - UM/UR Requirements	126
Table 9 - Benefit Plan Management Requirements	137
Table 10 - General Requirements	143
Table 11 - Crosswalk BMS RFP to CMS Draft RFP Template	201
Table 12 - BMS Performance Measures	207
Table 13 - Standards for Care/Case Management Document Deliverables	232
Table 14 - Care/Case Management Requirements.....	252
Table 15 - Care/Case Management Performance Measures	281

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The State of New Mexico (NM) Human Services Department (HSD) is undertaking replacement of its existing Medicaid Management Information System (MMIS) through a MMIS Replacement (MMISR) Enterprise Solution. The MMISR Solution will comprise multiple technology-based modules and Business Process Outsource (BPO) services contracts. For this procurement, the State's definition of BPO is outsourcing the operations and responsibilities of a specific business process to a BPO service provider with oversight by the State. These BPO services are separate business functions and are responsible for performing processes or parts of processes and done to save costs or gain productivity.

The purpose of this Request for Proposals (RFP) is to solicit proposals to configure, provide and operate the Benefit Management Services (BMS) module of the MMISR Solution and to configure, provide and operate a Care/Case Management Solution (C/CMS). This RFP will result in the award of two separate contracts. Offerors may submit proposals in response to the BMS Statement of Work and/or the C/CMS Statement of Work. Offerors that intend to submit proposals for both must submit separate proposals, one in response to BMS and one response to C/CMS, which will be evaluated independently.

The State is seeking a BMS Contractor and a C/CMS Contractor with the depth and range of experience needed to successfully deliver each of the associated Statements of Work, and whose approaches reflect the creativity and insight born of that experience. Offerors must demonstrate the experience, knowledge, innovation, and capacity necessary to perform the services described in this RFP.

Throughout this RFP, "Contractors" will be used to denote requirements that are applicable to both BMS and C/CMS. Use of "BMS Contractor" or "C/CMS Contractor" indicates that the requirements are specific to one or the other contract.

B. SUMMARY STATEMENT OF WORK

This section summarizes the work that will be required of the Contractors; however, it is not an exhaustive list of services expected.

The selected Contractors will provide services to: (1) perform work under the contract resulting from this RFP; (2) work with the Centers for Medicare and Medicaid Services (CMS) approved Independent Verification and Validation (IV&V) Contractor, and the

HHS 2020 Enterprise Project Management Office (EPMO), as well as the state staff dedicated to the project; (3) perform planning and leadership related to configuration of the proposed services; (4) work with the MMISR System Integrator (SI) Contractor and other BPO Contractors to ensure integration with the MMISR Solution; and (5) support attainment of CMS Certification for the MMISR Solution as a whole.

The State seeks Contractors that understand the CMS Medicaid Information Technology Architecture (MITA) and who can help the State achieve its goal of MITA Maturity Level 4. By pursuing MITA Maturity Level 4, the State expects to achieve automation to the fullest extent, including the use of business rules to automate decision making; compliance with established industry standards; and improvements in timeliness, accuracy and customer satisfaction. The State recognizes that these benefits are available at MITA Maturity Level 3, and that a major differentiator between Level 3 and Level 4 is the development and implementation of regional/interstate standards and interfaces. The State supports the development of such standards and interfaces, will participate in regional and national efforts to define them, and expects its Contractors across the Medicaid Enterprise to participate as well.

The selected Contractors will work collaboratively with the HHS 2020 EPMO and other State staff, other Contractors and Stakeholders associated with the MMISR Solution, including all other selected MMISR Contractors.

The selected BMS Contractor will configure, provide and operate all BMS components of the MMISR Solution to meet the State's business needs. The selected C/CMS Contractor will configure, provide and operate all C/CMS components of the MMISR Solution to meet the State's business needs. The Contractors will perform project management services necessary to implement and operate their respective solutions for their specific MMISR Statement of Work, integrating these services with the HHS 2020 EPMO project management processes and standards.

The BMS Contractor will perform services introduced in this section and described in more detail in the full Statement of Work APPENDIX G. The specific Requirements that the Contractor is subject to are found in APPENDIX H.

The Care/Case Management Contractor will perform services introduced in this section and described in more detail in the full Statement of Work APPENDIX M. The specific Requirements that the Contractor is subject to are found in APPENDIX N.

Pursuant to §10-16-13 NMSA 1978 Prohibited Bidding: No state agency shall accept any bid (proposal) from a person who directly or indirectly participated in the preparation of specifications on which the competitive bidding was held.

C. SCOPE OF PROCUREMENT

The procurement (consistent with §13-1-150 Multi-term Contracts), will result in two separate contract awards, each for a four (4) year term with up to four (4) optional one (1) year extensions at the discretion of the Department, not to exceed eight (8) years in total. Each contract will have fixed price deliverables.

As part of HSD's commitment to maximizing the benefits of a modular MMISR Solution, which includes no longer being dependent on a single New Mexico MMIS Contractor, each Offeror may win no more than two MMISR procurements as the prime contractor. For purposes of this provision, however, BMS and C/CMS are considered a single procurement. Thus, if an Offeror submits proposals for BMS and C/CMS and is awarded both contracts, the Offeror will be considered to have won a single MMISR procurement. If the BMS and C/CMS contracts are awarded to two different Offerors, each will be considered to have won a single MMISR procurement.

The selected BMS Contractor and Care/Case Management Contractor may perform as the Prime Contractor on any other module except for SI and may serve as a subcontractor in other modules.

A conflict of interest may exist when an Offeror holds a Centennial Care Managed Care Organization (MCO) contract and MMISR Quality Assurance, Benefit Management Services, Care/Case Management and/or Financial Services contracts with the State. This includes an Offeror that is a MMISR Contractor and/or a Subcontractor. To avoid the conflict, HSD, at its sole discretion, has the right to deny approval of the Offeror to enter into a MMISR contract.

The BMS and C/CMS Contracts will begin upon final execution from the General Services Department (GSD) Contracts Review Bureau (CRB). At HSD discretion, these contracts may be amended as needed to meet the requirements of this procurement or any future related Federal or State requirements for Medicaid, that would enable the Department and the Enterprise to meet its strategic goals.

D. PROCUREMENT MANAGER

The Department has designated a Procurement Manager who is responsible for the conduct of this procurement and whose name, address, telephone number and email address are listed below.

Daniel Clavio, Procurement Manager
New Mexico Human Services Department
Medical Assistance Division
1301 Siler Road
Santa Fe, NM 87507

Phone: (505) 827-1345
Email: Daniel.Clavio@state.nm.us

All deliveries via express carrier should be addressed and delivered to as follows:

Daniel Clavio, Procurement Manager, c/o Gary O. Chavez,
Chief Procurement Officer (CPO)
New Mexico Human Services Department
Administrative Services Division
1474 Rodeo Road
Santa Fe, NM 87505

Any inquiries, requests, or additional material regarding this procurement must be submitted to the Procurement Manager in writing via email. The NM State email system does not accept compressed files (zip files), and electronic mailboxes may have file size limitations. Please request confirmation of receipt as needed. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other state employees or contractors do not have the authority to respond on behalf of the Department.

II. MMISR APPROACH

The MMISR Project is part of NM HSD's Health and Human Services (HHS) 2020. HHS 2020 is an Enterprise vision for transforming the way HHS services and programs are delivered to New Mexico citizens. HHS 2020 is not limited to technology; it encompasses a re-evaluation of processes and organization structures used to manage and deliver program services, efforts to work across organizational boundaries to more effectively manage and deliver all HHS services in the State and transition from current operating models to outcomes-based focus for our work. The goal of the MMISR Solution is to move away from a monolithic system approach and instead to implement a modular MMISR Solution with the information, infrastructure, tools and services necessary to efficiently administer NM Medicaid and Health and Human Services (HHS) programs. The MMISR Solution will use a combination of technology and BPO service procurements as the foundation for the HHS 2020 Framework. Due to MMISR certification and auditing requirements, the State will retain oversight and will require Contractor's adherence to Service Level Agreements (SLAs) for BPO processes and services. The services and processes performed by the BMS and C/CMS Contractors must meet CMS Certification and increase the Enterprise's MITA Maturity Level.

HSD plans to achieve this vision via a series of procurements. Each procurement will require that the selected Contractors comply with accepted standards that promote interoperability across the HHS 2020 Framework and that support successful Service Oriented Architecture (SOA) compliant integration with other MMISR modules and services. To that end, the State has engaged an SI Contractor to provide a unifying role

across these procurements. The SI Contractor will provide the core infrastructure used to transfer and enable storage of data from all the Contractors and throughout the MMISR Solution. Additionally, the SI Contractor is responsible for planning, testing, migrating, and managing successful integration across modules and services, and for setting interoperability standards.

HSD intends for the BPO modules to function as “black boxes”, in that the inner workings of the Contractor’s enabling technology are not specified by the State, but the module is viewed in terms of functionality, business process efficiency, performance against SLAs, and data inputs and outputs, enabling the State to take advantage of commodity services in the marketplace to achieve rapid use of key services needed to support Medicaid. The HSD BPO procurement strategy encompasses SLAs and associated Liquidated Damages (LDs) (see Appendix K – BMS Performance Measures and Appendix O – C/CMS Performance Measures), in compliance with CMS, State and other requirements, including those associated with the SI Solution and the MMISR Solution as a whole and on exchange of data in agreed-upon formats and frequencies.

The MMISR Process Flows found in the Procurement Library present flow diagrams that illustrate, at a high level, the interactions and relationships among the MMISR modules and services.

A. The MMISR Modules and Services Procurements

1. **System Integrator** – Through the SI procurement, HSD will acquire the core technologies and associated services needed to support, implement, facilitate and manage the HHS 2020 Framework with which other modules shall integrate, including:
 - A. SOA enablement, Enterprise Service Bus (ESB), schema management, data quality management (DQM), policy enforcement, security implementation, management and governance;
 - B. Core shared services Master Data Management (MDM), including Electronic Document Management (EDM), address verification, client information verification, notification engine, Master Client Index (MCI), Master Provider Index (MPI) and others depending upon Contractors’ recommendations, and SOA tooling to support business process automation (e.g., Workflow, Business Rules and Business Process Management/Orchestration including Operational Data Store [ODS]);
 - C. Reusable and repeatable system migration capability (including data conversion as required to migrate from legacy systems to HHS 2020 ecosystem);

- D. Security implementation and management, identity proofing, system integrity, system fraud prevention, and Single Sign-on; and
 - E. Integration Governance (e.g., security, monitoring, management and platform administration).
2. **Data Services (DS)** – Through the DS procurement, HSD acquired a Contractor and services focused on designing, implementing, operating and continually improving the structures, processes and data needed to support HSD and HHS 2020 current and future reporting and analytic requirements. The DS Contractor will develop data structures (e.g., multiple linked data stores, data marts, data lakes, an Enterprise Data Warehouse (EDW) or equivalent) while leveraging the infrastructure and tools provided by the SI Contractor. The DS procurement resulting in a Contractor to design, implement, operate and continually improve Business Intelligence (BI) as part of a set of SOA services needed to support current and future reporting and analytics requirements for the State.

The DS Contractor will focus initially on defining and implementing the processes, analytics and technology tools and structures required to establish foundational integrated data services that support reporting and analytics. However, DS goals also include providing insightful analytics to support population health management (i.e., an outcomes-focused approach to designing, delivering and managing services with the ability to run NM-specific experience against national databases) and to enable HHS State-wide reporting and analytics through an integrated data services and technology platform. The DS Contractor also will deliver timely and accurate reports, analytics and related work products.

The DS Contractor will be responsible for analyzing data requirements, both current and projected; working with the State to define and implement a data governance approach; using the MDM Solution of the SI Contractor for HHS 2020 data assets; providing data analytic and BI tools; and working with the State to plan an approach to achieve increasing levels of data maturity for HHS 2020.

3. **Quality Assurance (QA)** –HSD is contracting with a BPO Contractor to provide the following Enterprise components of the QA Business Services using a CMS-compliant platform and processes:
- A. Program Integrity (PI) support, including Third-Party Liability (TPL), Fraud and Abuse Detection System (FADS), services audit coordination and compliance;
 - B. Recovery Audit Contractor (RAC)- Management of Recovery and Audit responsibilities;
 - C. Quality Reporting; and

- D. Coordination of efforts and projects with the HSD Office of Inspector General (OIG) and the Medicaid Fraud Control Unit (MFCU) of the Office of the Attorney General (OAG).

The QA Contractor also will provide services necessary to perform to the QA contract and to interact with the State and with other HHS 2020 module and BPO Contractors to effectively support HHS 2020 and the MMISR Solution.

- 4. **Financial Services (FS)** – Through the FS procurement, HSD will contract with a BPO Contractor to provide comprehensive financial services (e.g., accounting, payment, billing); Enterprise claims processing (including pharmacy claims, non-medical claims and other payment types), Self-Directed Home and Community Based Services; Pharmacy Benefit Management; Drug Rebate; Data Exchange and Reporting; and General Requirements, using a CMS-compliant platform and processes for multiple Enterprise programs. The FS Contractor also will provide services necessary for managing the FS contract, for interacting with the State and other HHS 2020 Contractors to effectively support HHS 2020 and MMISR and for providing to the SI and DS Contractors the data elements essential to Federal reporting requirements.
- 5. **Benefit Management Services (BMS)** – Through the BMS module, HSD will contract with a Contractor to provide Benefit Management Services and a Contractor to provide a C/CMS using CMS compliant platforms and processes.

The BMS Contractor is responsible for the following services:

- A. Member Management;
- B. Provider Management, including enrollment;
- C. Utilization Management/Utilization Review including Prior Authorization (and other authorizations, Referrals, Budget Management, Individual Support Plans and Services); and
- D. Benefit Plan Management.

The BMS Contractor also will provide the project management services necessary to satisfactorily perform the BMS contract and to interact with the State and with other HHS 2020 module Contractors to effectively support HHS 2020 and the MMISR Solution.

The C/CMS Contractor will configure, provide and operate a C/CMS to provide the data tracking necessary for effective care and case management within and across HHS 2020 Enterprise. Included in this RFP are separate cost forms (Appendix L), a separate Statement of Work (Appendix M), separate requirements (Appendix N) and separate Performance Measures (Appendix O) for the C/CMS. The Offeror must submit a complete response to the RFP

including Section VII. B. Other Requirements forms and Appendices A, C, D, E, F as well as the Contractor specific cost forms, statement of work, and requirements.

6. **Unified Public Interface (UPI)** – A key element of the HHS 2020 Framework is a unified interface serving all Stakeholders, in keeping with the vision of presenting a more customer-centric view of HHS services and processes. HSD seeks to develop, implement and operate a UPI serving NM citizens, Providers, State agencies and employees, and other Stakeholders. The goal of the UPI is to offer a “one-stop shop” that embraces a “no wrong door” approach to customer service.

To achieve this goal the two principal UPI parts are:

- I. **Consolidated Customer Service Center (CCSC)** – The goal for the CCSC is to provide a single, integrated contact center serving all HSD programs, to increase efficiency and to make it easier for our customers and Providers to obtain needed information and/or actions. HSD is negotiating a contract with the selected CCSC Offeror. The resulting BPO service contract will encompass:
 - a. CCSC set-up/tailoring to meet HSD-specific contact center needs, including technology, processes, training and staff;
 - b. Provide the required services to efficiently resolve or route, to the appropriate entity, all client inquires;
 - c. CCSC operation, reporting and continuous improvement; and
 - d. Services necessary to perform to the CCSC contract and to interact with the State, HHS 2020 module Contractors and BPO Contractors to effectively support HHS 2020 and the MMISR Solution.
- II. **Unified Web Portal and Mobile Technology** – The goal for the Unified Web Portal and Mobile Technology encompasses both a unified web portal and the use of social media, mobile technology and other user-friendly technologies to improve User ease of access and to enhance the State’s ability to readily and effectively reach customers, Providers and other Stakeholders. Work associated with this component includes:
 - a. Development of a comprehensive concept and design to effectively serve all Stakeholders, via web portal(s), mobile technology and other user-friendly technologies;
 - b. Implementation, operation and maintenance of the unified portal(s) and other recommended technologies; and

- c. Services needed to manage this component and to interact with the State and with other HHS 2020 module Contractors and BPO Contractors to effectively support HHS 2020 and the MMISR Solution.

HSD released a competitive procurement in 2015 for MMISR Independent Verification and Validations (IV&V) services and selected a Contractor (CSG) that began operations in August 2016. The MMISR IV&V Contractor will perform IV&V services throughout MMISR implementation and CMS Certification in accordance with the requirements of CMS and NM Department of Information Technology (DoIT). All MMISR module and BPO prime Contractors will be required to interact and collaborate with the IV&V Contractor.

Table 1 - RFP Release Timeline

Module or BPO	RFP Release Date	Proposals Due
System Integrator	February 20 th , 2017	April 19 th , 2017
Data Services	April 17 th , 2017	June 21 st , 2017
Quality Assurance	March 16 th , 2018	May 16 th , 2018
Consolidated Customer Service Center	November 12 th , 2018	March 21 th , 2019
Financial Services	June 27 th , 2019	September 5 th , 2019
Benefit Management Services	August 21 st , 2019	November 6 th , 2019
Unified Portal	TBD	TBD

III. CONTRACTOR ROLE

The BMS and Care/Case Management Contractors will play a critical role in the success of the MMISR Project and the realization of the HHS 2020 vision. See APPENDIX G for

the detailed BMS SOW and APPENDIX H for BMS requirements. See APPENDIX M for the detailed C/CMS SOW and APPENDIX N for C/CMS requirements.

The BMS module and C/CMS shall integrate with the SI Solution, which will be comprised of a highly reliable, loosely coupled, secure SOA-compliant integration platform for all of HHS 2020 that will provide systems migration capability, core shared services and an ongoing operational monitoring and management capability. The Contractors shall adhere to all standards established by the SI Contractor and approved by the State related to integration, interoperability, security and transmission of data. The Contractors shall exchange data using the ESB and shall acknowledge the data belongs to the State.

The Contractors will provide, configure and operate their respective solutions to utilize State data, provide the services described in the associated sections of this RFP, and administer and manage selected processes based on defined and measurable performance metrics.

The contracts resulting from this RFP also will require the Contractors to perform a range of services essential to successful implementation, integration, certification, management and operation of the MMISR Solution. The Contractors shall be knowledgeable to manage, process, and execute compliance activities and functions for the Enterprise.

At a high level, the selected Contractors will:

- Configure, provide and operate their respective solutions through the contract life to meet the State's business needs;
- Perform Project Management and Contract Management activities for all related functions while integrating with the HHS 2020 EPMO's management processes and standards;
- Collaborate with Stakeholders from HSD, other State agencies (e.g., Public Education Department) and organizations, other MMISR Contractors, Federal partners, the IV&V Contractor and others as required to make the MMISR Solution a success;
- Participate in business process changes while establishing Continuous Process Improvement (CPI) activities that can continue and will continue through the life of the Project;
- Provide all the technology and services identified in this RFP;
- Provide updates and related testing of installations at no cost to the State; and

- Meet certification requirements and perform certification activities as stated in Section 14 of Appendix G and Appendix M.

HSD is seeking Offerors who can demonstrate added value and experience delivering the services required to meet RFP requirements while integrating with the SI standards and processes. Offerors must take into consideration the information presented in this RFP and available in the Procurement Library <https://webapp.hsd.state.nm.us/Procurement/>.

BMS and C/CMS proposals shall demonstrate the Offeror's ability and experience to:

- Apply lessons learned from other large enterprise-driven efforts;
- Consider and understand the risks associated with its chosen MMISR approach and how to mitigate the risks;
- Integrate with SI platform, processes and standards;
- Deliver a solution and related services that are efficient, easily maintained, extendable, and easy to operate and update throughout its life;
- Integrate the requirements that affect interoperability within the MMISR Solution and as part of the HHS 2020 Framework;
- Deliver a solution and related services that are in the best interest of the State, and that actively assist the State in improving MITA Maturity Levels across the Enterprise;
- Exercise competence and experiential strength in applying well-defined methodologies and processes to manage and deliver the Project successfully; and
- Apply and foster creativity in understanding the State's goals for this Project and for HHS 2020 and applying that understanding to the proposed solution and services (as defined in Appendix G and Appendix H for BMS and Appendix M and Appendix N for C/CMS.).

IV. DEFINITION OF TERMINOLOGY

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

“**Agency**” means the Human Services Department.

“**ASPEN**” means New Mexico's Automated System Program and Eligibility Network.

“Authorized Purchaser” means an individual authorized by a Participating Entity to place orders against the Contract resulting from this procurement.

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

“BMS” means Benefit Management Services and the services provided within this RFP.

“Business Days” means days the State of New Mexico is open for business (i.e., Monday through Friday except for State Personnel Board approved State and Federal holidays).

“Business Hours” means 7:30 AM through 5:30 PM Mountain Time (MT), Monday through Friday.

“C/CMS” means Care/Case Management Solution, which includes both a tool and services provided within this RFP.

“Close of Business” means 5:30 PM MT.

“CMS” means the Federal Center for Medicare and Medicaid Services, an agency of the US Department of Health and Human Services.

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

“Contractor” means the BMS Contractor for the MMISR Solution who has been contracted as a result of this procurement.

“Days” means business days.

“Department” means one of the principal divisions of the State government, headed by a secretary who is a member of the governor’s cabinet. HSD is the department that contracts for this project.

“Desirable” means the terms "may", "can", "should", "preferably", or "prefers" to identify a discretionary item or factor.

“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.

“Electronic Document Management” means document imaging, scanning and management.

“Enterprise” means the full spectrum of NM HHS systems and agencies (departments/divisions) engaged in this Project. At the present time the Enterprise applies to ALTSD, CYFD, DOH and HSD.

“Evaluation Committee” means a body appointed to evaluate 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.

“FFS” means Fee-For-Service, a payment model where services are paid for separately.

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

“Framework” means the fundamental structure to support the development of the HHS 2020 Solution. The Framework acts as the architectural support for the modules, services and applications, ESB, Web services, service layers, commonly shared Core Services, etc.

“HHS” means Health and Human Services and includes all State agencies delivering HHS-related services: Department of Health (DOH), HSD, Aging and Long-Term Services Department (ALTSD), and the Children, Youth, and Families Department (CYFD).

“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.

“HSD” means the New Mexico State Human Services Department.

“IP” means integrated platform.

“IT” means information technology.

“IV&V” means Independent Validation and Verification as defined in Federal regulations and by the New Mexico Department of Information Technology (DoIT).

“Learning Management System” means software application for the administration, documentation, tracking, reporting and delivery of educational courses, training programs, or learning and development programs.

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

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

“MITA” means Medicaid Information Technology Architecture (MITA) initiative

sponsored by the Center for Medicare and Medicaid Services (CMS) and governed by the MITA Governance Board is intended to foster integrated business and information technology (IT) transformation across the Medicaid enterprise to improve the administration of the Medicaid program.

“MITA SS-A” means the MITA State Self-Assessment.

“MMIS” means the New Mexico Medicaid Management Information System that helps manage the State’s Medicaid program and Medicaid business functions.

“MMISR” means the MMIS Replacement system and Project, as explained in the RFP.

“MT/MDT” means Mountain Time/Mountain Daylight Time.

“NM” means New Mexico.

“Off Shore” means any country outside of the United States.

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

“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 to make written determinations with respect thereto.

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

“Project” when capitalized, refers to the MMIS Replacement effort, and it incorporates the HHS 2020 Framework, modules and services as defined in this RFP. It also includes all the work required to make the systems and services a reality for HSD and its partners. When “project” is used in a lower-case manner, it refers to a discrete process undertaken to solve a well-defined goal or objective with clearly defined start and end times, defined tasks and a budget that is separate from the overall Project budget. A Project terminates when its defined scope or goal is achieved, and acceptance is given by the project’s sponsor. The Project will terminate when the Framework is fully implemented, has been certified by CMS, and meets all the conditions and requirements established by the State.

“Provider” means an individual, institution, facility, agency, physician, health care practitioner, non-medical individual or agency, or other entity that is licensed or otherwise authorized to provide any of the Covered Services in the State for HHS 2020 Enterprise Agencies. Providers include individuals and vendors providing services to

Members.

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

“Responsible Offeror” means an Offeror who 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” means an offer that conforms in all material respects to the requirements set forth in the RFP. Material respects of an RFP include, but are not limited to price, quality, quantity or delivery requirements.

“SCS” means CMS’ Seven Conditions and Standards.

“Service-Level Agreements (SLAs)” means an agreement that defines the level of service expected from the service provider.

“Solution” means any combination of design, software, services, tools, systems, processes, knowledge, experience, resources, expertise or other assets that the State, the MMIS and the respective modular contractors use or provide to meet the business needs of the Project.

“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 independently contracted employee with an Offeror’s company.

“Stakeholders” means internal and external individuals, agencies, organizations, departments that are integral to the Enterprise by having an interest in or a need being met by the HHS 2020 Enterprise MMISR Project for the health and human service programs they manage. Stakeholders include at a minimum, State Departments, Providers, Members, and Advocacy Groups.

“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 New Mexico General Services Department.

“Users” means a person who uses the HHS 2020 Enterprise system, which includes Members, Clients, Recipients, Beneficiaries, Participants, Providers, HHS Enterprise staff. Internal users of the HHS 2020 Solution will include State staff across the Enterprise (e.g., ALTSD, CYFD, DOH, HSD) based upon security profiles. External users include BPO staff, Providers, advocacy groups, Members, MCOs, and the general public, based upon security profiles.

V. MMISR PROCUREMENT LIBRARY

An MMISR Procurement Library has been established and can be accessed at <https://webapp.hsd.state.nm.us/Procurement/>. 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 procurement library contains the information listed below:

The RFP is posted on the NM HSD website:

<http://www.hsd.state.nm.us/LookingForInformation/open-rfps.aspx>

NM Procurement regulations and RFP instructions:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx>

NM 2015 MITA 3.0 State Self-Assessment, on the NM HSD procurement library website:

<https://webapp.hsd.state.nm.us/Procurement/>

Program-related Documents in the Procurement Library: The Procurement Library <https://webapp.hsd.state.nm.us/Procurement/> contains reference documents related to this procurement, including but not limited to:

1. HHS 2020 Roles and Responsibilities
2. HHS 2020 Background Information NM HHS and Medicaid
3. HHS 2020 Work Flows
4. HHS 2020 Stakeholder Relationship Diagrams
5. HHS 2020 User Views
6. HHS 2020 Data Flows
7. HHS 2020 Acronyms
8. HHS 2020 Terms and Definitions
9. HHS MMIS Activity Data
10. HHS 2020 CMS Seven Conditions and Standards
11. HHS 2020 Overview of the NM Medicaid Program
12. HHS 2020 Legacy MMIS Interfaces
13. HHS2020 Data Needs for Reporting

14. HHS 2020 Security Privacy and Standards
15. HHS 2020 OmniCaid Turnover Plan
16. HHS 2020 Legacy Enterprise Partner Interfaces
17. HHS 2020 Process Views
18. HHS 2020 MITA Business Area to Module
19. HHS 2020 Organizational Chart
20. HHS 2020 HHS 2020 Vision and Architecture
21. HHS 2020 Security Standards
22. HHS 2020 Recovery Data
23. HHS 2020 DOH Documentation
24. HHS 2020 CYFD Documents
25. HHS 2020 DOH Requirements Mapping

Below is a list of documents that Offerors are encouraged to review in addition to the list of items in the Procurement Library. Offerors can access the documents by selecting the link provided in the electronic version of this document through their own internet connections:

42 CFR Part 433 (c): <https://www.ecfr.gov/cgi-bin/text-idx?SID=f100ecfeaa4b4f7032c97c20d7746886&node=sp42.4.433.c&rgn=div6>

45 CFR Part 95 (f): <https://www.ecfr.gov/cgi-bin/text-idx?SID=735a4beac7b39103a5c80483d3ffa209&node=sp45.1.95.f&rgn=div6>

State Medicaid Manual Part 11: <https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Paper-Based-Manuals-Items/CMS021927.html>

CMS Seven Conditions and Standards: <https://www.medicaid.gov/medicaid/data-and-systems/mita/mita-30/index.html>

CMS MMIS Certification Toolkit Version 2.3 and MECT 2.3 MMIS Module Checklist Set: <https://www.medicaid.gov/medicaid/data-and-systems/mect/index.html>

Privacy and Security Standards –NIST Special Publications:
<http://csrc.nist.gov/publications/PubsSPs.html>

CMS MITA: <https://www.medicaid.gov/medicaid/data-and-systems/mita/index.html>

HIPAA and ACA Administrative Simplification Overview:

<https://www.cms.gov/Regulations-and-Guidance/Administrative-Simplification/HIPAA-ACA/index.html>

Electronic Visit Verification (EVV) 21st Century Cures Act:
<https://www.medicaid.gov/medicaid/hcbs/guidance/electronic-visit-verification/index.html>

VI. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP presents 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, which is applicable to both BMS and C/CMS:

Table 2 - Sequence of Events

Action	Responsible Party	Due Date*
1. Issue RFP	HSD	August 21, 2019
2. Distribution List Confirmation	HSD	September 10, 2019
3. Pre-proposal Conference	HSD	September 10, 2019
4. Deadline to Submit Questions	Potential Offerors	September 16, 2019
5. Response to Written Questions	Procurement Manager	October 1, 2019
6. Submission of Proposal	Potential Offerors	November 6, 2019
7. Proposal Evaluation	Evaluation Committee	November 7, 2019 – November 22, 2019
8. Selection of Finalists	Evaluation Committee	November 25, 2019
9. Best and Final Offer	Finalist Offerors	December 3, 2019
10. Oral Presentation(s)	Finalist Offerors	December 10, 2019 – December 11, 2019
11. Finalize Contractual Agreement	HSD/Finalist Offerors	January 6, 2020
12. Approval of Contracts (Federal & State)	CMS/DoIT	April 1, 2020
13. Contract Award	HSD/Finalist Offerors	April 1, 2020
14. Protest Deadline	HSD	15 calendar days after contract award notice

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

B. EXPLANATION OF BMS EVENTS

The following paragraphs describe the activities listed in the sequence of events shown

in Section VI. A, above.

1. Issue RFP

The RFP and amendments, if any, may be downloaded from the following address:

<http://www.hsd.state.nm.us/LookingForInformation/open-rfps.aspx> .

2. Distribution List

Potential Offerors must hand deliver, return by email, or return by registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (APPENDIX A) to have their organization placed on the procurement distribution list. An authorized representative of the organization must sign and date the form, which the Potential Offeror then returns to the Procurement Manager by 3:00 pm MT as stated in Section VI, A. SEQUENCE OF EVENTS.

The procurement distribution list will be used to distribute amendments to the RFP, in accordance with 1.4.1.19 New Mexico Administrative Code (NMAC) and to distribute written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and the potential Offeror's organization name shall not appear on the distribution list.

3. Pre-proposal Conference

A pre-proposal conference will be held beginning at 2:00PM MT in the ASD Large Conference Room Address, 1474 Rodeo Rd. Santa Fe, New Mexico 87505, as stated in Section VI, A. SEQUENCE OF EVENTS. Attendance by Potential Offers at the pre-proposal conference is optional. Potential Offeror(s) are encouraged to submit written questions to the Procurement Manager in advance of the conference (see Introduction, Section D). The identity of the organization submitting question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing on the date listed in the SEQUENCE OF EVENTS. The State will keep a public log of the names of potential Offeror(s) who attended the pre-proposal conference.

4. Deadline to Submit Questions

Potential Offerors may submit written questions or comments to the Procurement Manager related to the intent or clarity of this RFP until 5:00PM MT, as indicated in Section VI, A. SEQUENCE OF EVENTS. *All written questions and comments must be addressed to the Procurement Manager as declared in the Introduction, Section D, and submitted via electronic mail (e-mail) as an attachment in Microsoft Word format.*

5. Response to Written Questions

As indicated in the SEQUENCE OF EVENTS, the Procuring Agency will distribute written responses to written questions to all Potential Offerors whose organization name appears on the procurement distribution list. Questions which can be answered through review of information in the Procurement Library will not be included in the responses. The Procuring Agency will send an e-mail copy of questions and responses to all Offerors who provide Acknowledgement of Receipt Forms (described in VI.B.2) before the deadline. Questions and responses also will be posted to the HSD website.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MT on the date stated in Section VI, A. SEQUENCE OF EVENTS. The State will not accept proposals received after this deadline. The Procuring Agency will record the date and time of receipt on each proposal.

PROPOSALS FOR BENEFIT MANAGEMENT SERVICES AND FOR A C/CMS MUST BE SUBMITTED SEPARATELY. COMBINED PROPOSALS WILL BE REJECTED.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in the Introduction, Section D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP # and must specify whether the response is for BMS or C/CMS. The State will not accept proposals submitted by facsimile or other electronic means.

The Procuring Agency will keep a public log of the names of all Offeror organizations that submitted proposals. Pursuant to Section 13-1-116 New Mexico Statutes Annotated (NMSA) Code 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 RFP is awarded. In this context “awarded” means the final required State agency signature on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

State-selected Evaluation Committees will evaluate proposals. Separate Evaluation Committees will evaluate BMS and C/CMS proposals. The evaluation 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. Offerors SHALL NOT initiate discussions, under the risk of violating procurement rules and of being disqualified.

8. Selection of Finalists

The Procurement Manager will notify the Finalist Offerors selected by the Evaluation Committees in accordance with the schedule in Section VI. A., SEQUENCE OF EVENTS, or as soon as possible. The Procurement Agency will determine a schedule for oral presentations and demonstrations, if required, at this time.

9. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best-and-final offers in accordance with the schedule in Section VI. A., SEQUENCE OF EVENTS, or as soon as possible. Best-and-final offers may also be clarified and/or amended at finalist Offerors' oral presentations and demonstrations.

Prior to presentations, Finalists will be required to submit their best and final offers. Finalists will be required to present their proposals and their key staff to the Evaluation Committees. The presentations will be held in Santa Fe, New Mexico at a specific location to be determined. An agenda will be provided by the Department.

Based on its evaluations of proposals, the Department will determine the final agenda, set up schedule, and presentation schedule. The proposal presentations may not add new or additional information and must be based on the submitted proposals.

Finalists are expected to present their approaches to the work required as indicated in this RFP. Finalists are encouraged to demonstrate their understanding of the Department's requirements, their ability to meet those requirements, and their experience related to similar engagements. Finalists are also requested to articulate their proposed services as discussed in their proposals.

10. Oral Presentations

Finalist Offerors may be required to make an oral presentation, at a location to be determined, in accordance with the schedule in Section VI. A., SEQUENCE OF EVENTS. Scheduling of oral presentations and the time limitations of the presentations will be at the discretion of the Evaluation Committees.

11. Finalize Contractual Agreements

Each contractual agreement resulting from this RFP will be finalized with the most advantageous Offeror(s) in accordance with the schedule in Section VI

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. If, in the event that mutually agreeable terms cannot be reached with the apparent most advantageous Offeror(s) in the time specified, the State reserves the right to finalize contractual agreements with the next most advantageous Offeror(s) without undertaking a new procurement process.

12. Approval of Contracts (Federal and State)

Each final contract is subject to CMS review and approval prior to formal execution. Each contract will be officially awarded only after CMS has granted its approval.

13. Contract Awards

The Contracts for BMS and for C/CMS will be finalized based on the most advantageous offers to the Department as stated in Section 11- Finalize Contractual Agreements. In the event that mutually agreeable terms cannot be reached within the Department's schedule, the Department reserves the right to finalize Contracts with the next most advantageous offer(s) without undertaking a new procurement process.

Offerors are advised state contracts may require a retainage of up to 20% for work performed and payable upon completion of various operations and maintenance deliverables at contract year end.

Offerors are advised that New Mexico imposes a "gross receipts tax" on certain goods and services which must be paid by government entities based on the location of services provided. Amounts of these taxes vary based on changes approved by local governing bodies, the state legislature, or if an Offeror is an out of state business entity. Offerors proposed fees must include tax.

Offerors are advised to consider tax aspects in pricing their proposals for the full contracted period. The Offeror(s) selected as the finalist(s) will be required to obtain a NM Vendor number(s) from the Department of Finance and Administration (DFA).

Each negotiated agreement will be reviewed by the Department for technical and legal requirements prior to submission for final signature.

Each negotiated agreement will be reviewed by other State and Federal entities as needed, prior to final approval.

Each finalized agreement will be processed for final budget processing and routing for signature. Each contract will be made effective upon final approval by the State Purchasing Agent.

During contract negotiations, terms related to performance bonds will be

finalized.

The Department may include warranty provisions in the final agreements.

Because of the use of Federal funds, this procurement does not qualify for a NM Resident Business Preference or a NM Veteran's Business Preference per NMSA 1978 §13-1-21.

Offerors are advised that this procurement does not require any individuals, organizations, or other parties to limit their participation to one Offeror only. Such individuals, organizations, or other parties may participate in proposals submitted by multiple Offerors to this procurement.

Offerors are advised that the Department may require Offeror(s) to execute separate HIPAA Business Associate Agreements with final contract awards.

Offerors are advised that the work required under this procurement requires compliance with Federal regulations as they apply to Protected Health Information (PHI), Personally Identifiable Information (PII), and Federal Tax Information (FTI).

After review of each Evaluation Committee Report and of each signed contractual agreement, the Agency procurement office will award in accordance with the schedule in Section VI. 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.

Each contract shall be awarded to the Offeror (or Offerors) whose proposal(s) 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 proposals may or may not have received the most points. Each award is subject to appropriate Department and State approval.

14. 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 fifteen (15) calendar-day protest period shall begin on the day following each contract award and shall end at 5:00 pm MT on the 15th calendar day after each contract award. Protests must be written and must include the name and address of the protestor and the RFP number. Protests also must include a statement of the grounds for protest, including appropriate supporting exhibits and must specify the ruling requested from the party listed below. The protest must be delivered to the HSD Protest Manager:

Office of General Counsel
Rodeo Road Building

1474 Rodeo Rd.
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

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

2. Incurring Cost

The Potential Offeror shall solely bear any cost they incur in preparing, transmitting and/or presenting any proposal or material submitted in response to this RFP. The Offeror also shall solely bear any cost the Offeror incurs for set up and demonstration of any proposed equipment and/or system.

3. Prime Contractor Responsibility

Each Contractor selected through this RFP will be deemed the Prime Contractor for either BMS or C/CMS and will be completely responsible for the Contract performance whether or not subcontracts are used. Any contractual agreement that may result from this RFP shall specify that the prime Contractor is solely responsible for fulfillment of all BMS or C/CMS requirements of the contractual agreement with the State agency that may derive from this RFP. The State agency entering into a contractual agreement with a Contractor will make payments to only the prime Contractors for this RFP.

4. Subcontractors/Consent

The use of subcontractors is allowed. Each prime Contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, each prime Contractor must receive written approval from the agency awarding any resultant contract before any subcontractor is used during the term of each agreement. The State retains the option to request replacement of any subcontractor at its discretion.

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. Amended proposals will not be accepted after the submission deadline.

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. Any 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) calendar days after the due date for receipt of proposals, or ninety (90) calendar days after the due date for the receipt of a best-and-final offer if the Offeror is invited or required to submit such an offer.

8. Disclosure of Proposal Contents

Proposals will be kept confidential until negotiations and awards 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 (or Offerors) has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

1. Proprietary or confidential data shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential portion of the proposal.
2. Confidential data is restricted to:
 - a. Confidential financial information concerning the Offeror's organization;
 - b. Data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act (UTSA), Sections 57-3A-1 to 57-3A-7 NMSA 1978.

PLEASE NOTE: Offerors **shall not designate** the price of products offered or the cost of services proposed 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, State Purchasing Division (SPD) 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 use any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled by the State 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 may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the Contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Offerors must promptly submit any concerns 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 preparation of Offeror proposals.

15. Contract Terms and Conditions

Any Contract between the Agency and a Contractor will follow the format

specified by the Agency and will contain the terms and conditions set forth in Appendix I, "Contract Terms and Conditions", of the attached sample contract. However, the Agency reserves the right to negotiate with successful Offeror(s) 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(s)), 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 I is a sample generic contract.

Sample Contract Termination provisions can be found in Section 6 of the attached sample contract found in APPENDIX I.

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 the appendices, 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 briefly describe 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 that they expect to have included in a contract negotiated with the Agency.

17. Contract Deviations

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

18. Offeror Qualifications

The Evaluation Committees may make such investigations as necessary to determine the ability of the potential Offeror(s) to adhere to the requirements specified within this RFP. The Evaluation Committees will reject the proposal

of any Potential Offeror who is not a Responsible Offeror or who 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 Committees reserve the right to waive minor irregularities. The Evaluation Committees also reserve 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 discretions of the Evaluation Committees.

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 Committees, 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(s), 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 derived 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(s) in the performance of the contracts resulting from this RFP shall be kept

confidential and shall not be made available to any individual or organization by the Contractor(s) 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). Any Offeror must have a valid e-mail address to receive this correspondence. (See also 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 the version found on the HSD website is at: <http://www.hsd.state.nm.us/LookingForInformation/open-rfps.aspx>

28. New Mexico Employees Health Coverage

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 twenty (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 exceeds two hundred fifty thousand dollars (\$250,000) dollars.

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.

Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by, at a minimum, providing each employee with the following web site link to additional information:
<https://www.bewellnm.com/>

For Indefinite Delivery, Indefinite Quantity (IDIQ) contracts (price agreements without specific limitations on quantity and allowing 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 two hundred fifty thousand dollars (\$250,000).

29. Campaign Contribution Disclosure Form

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

30. Pay Equity Reporting Requirements

If the Offeror has ten (10) or more employees OR has eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if awarded a contract. Out-of-state Contractors who have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state Contractor and is fulfilled directly by the out-of-state Contractor and is not passed through a local Contractor.

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 one hundred eighty (180) calendar days has elapsed since submittal of the last report, at contract completion.

Should Offeror not meet the size requirement for reporting at contract award, but subsequently grow 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.

Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the contract term. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grow such that they meet or exceed the size requirement for reporting, Offeror 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

RFP proposal should include all disclosures. 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:

Is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any Federal entity, State agency or local public body;

Has within a three (3) 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;

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;

Has been notified, preceding this offer, 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.

Have within a three (3) year period preceding this offer had one or more contracts terminated for default by any Federal or State agency or local public body.

- i. 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.
- ii. 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.
- iii. 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 to 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.
- iv. 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 normally possessed by a prudent person in the ordinary course of business dealings.
- v. 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 the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

32. No Resources Provided by NM HSD to the MMISR BMS or C/CMS Contractors

NM HSD will not provide the selected Contractors with supplies, clerical

support, computers, hardware, workspace and/or other resources related to fulfilling the Contracts that result from this procurement. State acknowledges its cost responsibility for future Contractor and State staff supplies. The State will provide the Contractor access to its MMIS and to other MMISR Contractors as needed.

33. Equal Employment Opportunity

HSD is committed to equal employment opportunity (EEO) and to compliance with Federal antidiscrimination laws. We also comply with New Mexico law, which prohibits discrimination or harassment against employees or applicants for employment based on race, age forty (40) and over, color, religion, national origin, ancestry, sex (including pregnancy, childbirth and related medical conditions), sexual orientation, gender identity, spousal affiliation, National Guard membership, status as a smoker or nonsmoker, genetic information, HIV status, physical or mental handicap, or serious medical condition.

HSD will not tolerate discrimination or harassment. The Contractor(s) will be required to submit a statement confirming compliance with EEO rules as part of its contract.

34. New Mexico Preference Not Applicable

Because of the use of Federal funds, this procurement does not qualify for a NM Resident Business Preference or a NM Veteran's Business Preference per NMSA 1978 §13-1-21.

D. RESPONSE FORMAT AND ORGANIZATION

1. NUMBER OF RESPONSES

Each Offeror shall submit only one (1) proposal in response to the BMS statement of work. Each Offeror shall submit only one (1) proposal in response to the C/CMS statement of work. Offerors may respond to BMS, C/CMS, or both. If responding to both, two proposals (i.e., one (1) proposal in response to BMS and one (1) in response to C/CMS), separate in all respects, must be submitted. Combined proposals will be rejected.

2. NUMBER OF COPIES

For each separate proposal response (i.e., one for the BMS and one for the C/CMS), the Offeror shall deliver:

- a. **Binder 1:** one (1) original and one (1) identical hard copy of their Technical proposal and required additional forms and material and twelve (12) electronic versions. Acceptable formats for the electronic version of the proposal are Microsoft Word, Excel and PDF. The original and the copy shall be in

separate, labeled binders. Any confidential information in the proposal shall be clearly identified and easily segregated from the rest of the proposal. Binder 1 MUST NOT include any cost information.

In addition, the entire proposal including all materials in Binder 1 (not Binder 2) shall be submitted on a single CD. Contents of Binder 2 must be submitted on a separate CD. Proposals submitted on CD must include THREE versions: (1) a version in secure PDF; (2) a version in unsecured Microsoft WORD and/or Excel to enable the Department to organize comparative review of submitted documents; and (3) a redacted PDF for release to public under Inspection of Public Records Act requests. Electronic versions of the proposal must not exceed 10 MB per file, not for the entire proposal submission. Security policies do not allow the State to receive electronic copies via a USB drive.

Within each section of the proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in Binder #2 on the cost response form.

- b. **Binder 2:** one (1) original and one (1) copy of their Cost proposal. The original and each copy shall be in separate, labeled binders. Offerors are to provide, as part of their budget narrative accompanying their Cost Response (found in APPENDIX B), their estimated implementation schedule for services and the assumptions made in developing the proposed schedule. After final integration testing, all Offerors are expected to be prepared for at least a six (6) month parallel run with the incumbent MMIS Contractor.

Any and all confidential or proprietary information shall be clearly identified and shall be segregated in the electronic version, mirroring the hard-copy submission(s).

Any proposal that does not adhere to the requirements of this Section may be deemed non-responsive and may be rejected on that basis.

3. PROPOSAL FORMAT

This section describes the required format, content and organization for all proposals. Please note, in the below Proposal Content and Organization, Offerors are expected to provide all numbered items (1-13) listed under the Technical proposal (Binder 1). For items 11 and 12, Offerors are expected to provide response specifications based on Offerors proposal submission(s) (i.e., BMS or C/CMS). All discussion of proposed costs, rates or expenses must occur only in Binder 2 (one for BMS and/or one for C/CMS) on the appropriate Cost Response Forms (i.e., APPENDIX B or APPENDIX L). Hard copy proposals shall be submitted typewritten, Times Roman twelve (12) (tables, header, footer, original RFP requirement text, and proposal graphics may be in 10-pt font), on standard

eight and a half (8½) by eleven (11) inch paper (larger paper is permissible only for charts, spreadsheets, etc.) and shall be placed in the binders with tabs delineating each section. The original RFP requirement text (Appendix H or N) must be included in Offerors' proposal responses and cannot exceed the (300) page limit. The requirement responses must be in 12-point font. Proposals must be no more than three hundred (300) pages in length excluding the title page, table of contents, tabs, pricing, resumes, financial statements, the mandatory State required forms, detailed work plan, detailed implementation schedule and examples of documents. The State will allow all Offerors to submit one hard copy set of the financial stability statements/financial statements and of the detailed work plan with the Original proposal. The additional copies may be submitted in electronic format. The Offeror is expected to include in the 300-page limit, a summary work plan with milestones and a summary implementation schedule. For ease of review, Offerors are encouraged to place examples in an optional separate binder.

1. Proposal Content and Organization

Canned or promotional material may be used if referenced and clearly marked; however, use of promotional material should be minimized. The proposal must be organized and indexed (tabbed) in the following format and must contain, at a minimum, all listed items in the sequence indicated. Additional items may be submitted as attachments following the mandatory items listed for Binder 1.

Binder 1: Technical proposal. *No cost information in Binder 1.*

1. Table of Contents
2. Signed Letter of Transmittal Form (APPENDIX C)
3. Two (2) Page Summary of Offeror's Approach
4. List of References
5. Financial Stability Documents
6. Performance Bond Capacity Statement
7. Signed Campaign Contribution Disclosure Form (APPENDIX E)
8. Signed New Mexico Employee Health Coverage Form (APPENDIX F)
9. Signed Pay Equity Statement
10. Signed Eligibility Statement
11. Response to Specifications (4-5 page summary response for APPENDIX G and Vision for BMS and/or 4-5 page summary response for APPENDIX M and Vision for C/CMS)
12. Response to Specifications (APPENDIX H for BMS, Experience & Personnel to include Organizational Experience (narrative) for BMS and Staffing Model for BMS or APPENDIX N for C/CMS, Experience & Personnel to include Organizational Experience (narrative) for C/CMS and Staffing Model for C/CMS)
13. Additional items (including Required Sample Documents if not included in

separate binder)

Binder 2: Cost proposal

Completed Cost Response (see APPENDIX B or APPENDIX L)

In each section of the proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in this RFP must be thoroughly completed and must be included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in Binder 2 on the appropriate Cost Response Forms.

2. Letter of Transmittal

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

- a. Identify the submitting business entity;
- b. Identify the name, title, telephone number and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer;
- c. Identify the name, title, telephone number and e-mail address of the person authorized to negotiate the contract on behalf of the Offeror organization (if different than 2.b);
- d. Identify the names, titles, telephone numbers and e-mail addresses of persons to be contacted for clarification and/or questions regarding proposal content;
- e. Identify subcontractors (if any) anticipated to be used in performing any resultant contract;
- f. Describe the relationship with any other entity that will participate in performing an awarded contract;
- g. Identify the following with a check mark and signature where required:
 - Explicitly indicate acceptance of the Conditions Governing the Procurement (see Section VI. C.1);
 - Acknowledge receipt of any and all amendments to this RFP; and
- h. Be signed by the person identified in paragraph 2.b above.

VII. RESPONSE SPECIFICATIONS

APPENDIX G describes the BMS services to be delivered through this procurement.

The State is requiring the entire response to Appendix G to be a 4-5 page summary that includes the following in proposal responses in the order presented below:

- Describe Offeror's understanding of what HHS 2020 is, what the state is seeking from the BMS module, and Offeror's ability to deliver quality services in scope.
- Describe Offeror's methodology, plan, approach to the services and vision for BMS.
- Describe at least two successful recent BPO projects, comparable to the BMS procurement and modular in nature, on which your organization provided Business Services as the prime contractor. Describe how each experience shaped your services, what lessons were learned, and what outcomes were achieved for the client's project. Address how you will leverage previous engagement experience to perform the BMS Contractor role for this Project.
- Provide a Work Plan timetable for BMS integration. Identify the assumptions underlying your Work Plan timetable and for the items below from your proposal:
 - A. Approach for BMS operations and maintenance;
 - B. Approach for integrating with the HHS 2020 EP MO tasks;
 - C. Approach for providing HHS 2020 integration support; and
 - D. Approach for business service configuration.
- Explain your ability and willingness to meet the preliminary set of SLAs and LDs in Appendix K - BMS Performance Measures. During contract negotiations, the Contractor and State will collaborate to define the SLAs which will be included in the contract. Offeror should understand and agree there will be SLAs that cannot be defined during contract negotiations for operations and will require future Contractor and State collaboration.

APPENDIX H contains the BMS requirements to which Offerors must respond. Offerors must respond to all requirements and questions in the manner described in APPENDIX H.

APPENDIX M describes C/CMS to be delivered through this procurement.

The State is requiring the entire response to Appendix M to be a 4-5 page summary that includes the following in proposal responses in the order presented below:

- Describe Offeror's understanding of what HHS 2020 is, what the state is seeking

from the C/CMS, and Offeror's ability to deliver quality solution in scope.

- Describe Offeror's methodology, plan, approach to the services and vision for Care/Case Management.
- Describe at least two successful recent Care/Case Management projects, comparable to the Care/Case Management procurement and modular in nature, on which your organization provided the Solution as the prime contractor. Describe how each experience shaped your solution, what lessons were learned, and what outcomes were achieved for the client's project. Address how you will leverage previous engagement experience to perform the Care/Case Management Contractor role for this Project.
- Provide a Work Plan timetable for Care/Case Management integration. Identify the assumptions underlying your Work Plan timetable and for the items below from your proposal:
 - A. Approach for Care/Case Management operations and maintenance;
 - B. Approach for integrating with the HHS 2020 EPMO tasks;
 - C. Approach for providing HHS 2020 integration support; and
 - D. Approach for business service configuration.
- Explain your ability and willingness to meet the preliminary set of SLAs and LDs in Appendix O - C/CMS Performance Measures. During contract negotiations, the Contractor and State will collaborate to define the SLAs which will be included in the contract. Offeror should understand and agree there will be SLAs that cannot be defined during contract negotiations for operations and will require future Contractor and State collaboration.

APPENDIX N contains the Care/Case Management requirements to which Offerors must respond. Offerors must respond to all requirements and questions in the manner described in APPENDIX N.

Offerors must adhere to the State's required proposal format, page limitations and required content. Failure to adhere to these requirements may result in the proposal deemed nonresponsive and rejected.

A. COST

Offerors must complete the Cost Response as noted in APPENDIX B (for BMS) and APPENDIX L (for C/CMS). Cost will be evaluated by appropriateness and best value for the State. All charges listed in the Cost Response must be justified and evidence of need documented in a cost proposal response narrative in the detailed budget submitted with the proposal. Offeror shall acknowledge that it will provide full, secure access to all of its work products and tools. As the Offeror's services are part of the MMISR Solution, it will be available to the State, Stakeholder partners, State contractors and other modular Contractors without transaction fees or charges throughout all stages of development and operations.

B. OTHER REQUIREMENTS

For BMS and for C/CMS proposals, submit the following items in Binder 1 following the responses to Mandatory Specifications. Please include a labeled tab for each item.

1. Letter of Transmittal Form

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

2. List of References

Offerors shall provide three (3) references from similar large-scale Projects performed for private, State or large local government clients within the last three (3) years. *Offerors are required to send the Reference Questionnaire Form, APPENDIX D, to each business reference listed. The business reference, in turn, is requested to submit the completed Reference Questionnaire Form, APPENDIX D, directly to the Procurement Manager, as described in Section D of the Introduction.* 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.

References for which the Reference Questionnaire Form is not received, or for which the Form is incomplete, may adversely affect the Offeror's score in the evaluation process. The Evaluation Committee may contact any or all references for validation of information submitted. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the reference information required herein) in its evaluation of Offeror responsibility per Section VI, Paragraph C.18.

Within their proposals, Offerors must submit a list of references with the following information for each reference:

- Client name;
- Project description;

- Project dates (starting and ending);
- Staff assigned to referenced engagement who will be designated for work on BMS module services;
- Project outcomes, lessons learned and/or value delivered; and
- Client project manager name, telephone number, fax number and e-mail address.

3. Financial Stability Documents

Offerors must submit copies of the most recent year's independently audited financial statements and the most current 10-K, as well as financial statements for the preceding three (3) years, if they exist. The submission must include the audit opinion; the balance sheet; statements of income, retained earnings and cash flows; and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and submit instead sufficient information (e.g., Dunn and Bradstreet report) to enable the Evaluation Committee to assess the Offeror's financial stability. If potential offeror is privately held and/or does not have a 10-K filed with the Securities and Exchange Commission (SEC), another form of a financial stability document should be submitted, such as a current Financial Audit Statement.

4. Performance Bond Capacity Statement

Offeror must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor's performance under the contract awarded pursuant to this procurement. 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 letter or statement of concurrence must be submitted in the Offeror's proposal.**

5. Campaign Contribution Disclosure Form

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

6. Employee Health Coverage Form

The Offeror must agree with the terms indicated in APPENDIX F. Offeror must complete the unaltered form and submit with Offeror's proposal a copy signed by the person authorized to obligate the Offeror's firm.

7. Pay Equity Reporting Statement

The Offeror must agree with the reporting requirements defined in Appendix I, Article 27. This report is due at contract award. Offeror must include a signed

statement of concurrence with this requirement in their 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, is fulfilled directly by the out-of-state Contractor and is 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 Appendix I, Article 27. Offeror would come under the definition of out-of-state Contractor if Offeror should be successful.”**

8. Eligibility Statement

Provide a signed statement confirming the following: It is the Contractor’s responsibility to warrant that the Contractor and its principals are eligible to participate in all work and transactions; have not been subjected to suspension, debarment, or similar ineligibility determined by any Federal, State or local governmental entity; that the Offeror is in compliance with the State of New Mexico statutes and rules relating to procurement; and that the Contractor is not listed on the Federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for Federal procurement are listed at http://www.generalservices.state.nm.us/statepurchasing/Debarment_Notices.aspx.

C. ORAL PRESENTATION

Finalists will be the Offerors with the highest scores based on evaluations of responses to Sections A, B and C above. The number of Finalists will be determined at the discretion of the Evaluation Committees. If selected as a finalist, the Offeror may be required to present an overview of its proposal to the Evaluation Committees to give the Evaluation Committees the opportunity to interview proposed Key Personnel, to ask questions, to seek clarifications on the Offeror’s proposal and to better assess Offeror’s ability to fulfill the requirements outlined in the Statement of Work(s).

VIII. EVALUATION

A. BMS EVALUATION POINT SUMMARY

Table 3 summarizes evaluation factors for BMS and their associated point values. These weighted factors will be used in the evaluation of Offeror proposals.

Table 3 - BMS Evaluation Point Summary

<i>Table 3- Evaluation Point Summary</i> Factors	Score
Technical Responses	100
Vision for BMS	40
Statement of Work (Appendix G)	60
Requirements (Appendix H)	360
Member Management	75
Provider Management	75
Utilization Management/Utilization Review	75
Benefit Plan Management	75
General Requirements, including project management	60
Experience & Personnel	100
Organizational Experience (narrative)	50
Staffing Model	50
Required Sample Documents	20
Cost Proposal	280
Cost Response Form #1	140
Cost Response Form #2	140
References	40
Oral Presentation (Finalists Only)	100
Total	1000

Table 3 Evaluation Point Summary

B. BMS EVALUATION FACTORS

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

1. Technical Responses (100 points)

Points will be awarded based on the thoroughness, innovation, and clarity of the Offeror's response, the breadth and depth of the engagements cited and the

perceived validity of the response. APPENDIX G describes services to be delivered through this procurement.

The State is requiring the entire response to Appendix G to be a 4-5 page summary that includes the following in proposal responses in the order presented below:

- Describe Offeror's understanding of what HHS 2020 is, what the state is seeking from the BMS module, and Offeror's ability to deliver quality services required by the Statement of Work.
- Describe Offeror's methodology, plan, approach to the services and vision for BMS.
- Describe at least two successful recent BPO projects, comparable to the BMS procurement and modular in nature, on which your organization provided Business Services as the prime contractor. Describe how each experience shaped your services, what lessons were learned, and what outcomes were achieved for the client's project. Address how you will leverage previous engagement experience to perform the BMS Contractor role for this Project.
- Provide a Work Plan timetable for BMS integration. Identify the assumptions underlying your Work Plan timetable and for the items below from your proposal:
 - A. Approach for BMS operations and maintenance;
 - B. Approach for integrating with the HHS 2020 EPMO tasks;
 - C. Approach for providing HHS 2020 integration support; and
 - D. Approach for business service configuration.
- Explain your ability and willingness to meet the preliminary set of SLAs and LDs in Appendix K – BMS Performance Measures. During contract negotiations, the Contractor and State will collaborate to define the SLAs which will be included in the contract. Offeror should understand and agree there will be SLAs that cannot be defined during contract negotiations for operations and will require future Contractor and State collaboration.

2. Requirements (360 points)

Points will be awarded based on the thoroughness and clarity of the Offeror's response, the breadth and depth of the engagements cited and the perceived validity of the response. These responses are to be placed in Binder 1.

3. Experience and Personnel (100 points)

Offerors shall provide a narrative describing their Organizational Experience and proposed Staffing Model describing the scope and responsibilities of each Key Personnel position, with the name, title, skill set, experience and location by phase and to include a resume for each position proposed.

4. Required Sample Documents (20 points)

Points will be awarded based on the thoroughness and clarity of the Offeror's response, the breadth and depth of the engagements cited and the perceived validity of the response. Offerors are encouraged to place examples in a separate binder. Sample documents should include at a minimum test plans, processes for Change Requests (CR) and system reports.

- Implementation Document
- Training Document
- Test Plan
- Statistics and sample documents
 - Member Management Statistics:
 - Examples include: How many automated outreach processes are executed (e.g., to assure compliance with EPSDT [Early Periodic Screening, Diagnosis, and Treatment] periodicity schedule, new program information, health improvement).
 - Member Management sample documents for outreach, health education and other member communications
 - Provider Management Statistics:
 - Examples include: Operational reports showing the volume and status of in-process enrollment applications and update requests, pending site visits, etc.,
 - Offerors must include sample screen shots of the proposed on-line provider application form.
 - Provider Management sample documents for training materials related to provider enrollment and claims billing, provider marketing/recruitment materials.
 - Utilization Management/Utilization Review Statistics:
 - Examples include: How many algorithms are executed in the evaluation of the medical necessity, appropriateness and efficiency of the use of health care services, procedures, and facilities under the provisions of the applicable health

benefits plan.

- UM/UR sample documents reflecting improved quality or efficiency. Include recommendations made as a result of algorithm results.
- Benefit Plan Management Statistics:
 - Examples include: Operational reports showing the volume and type of reference file updates.
- Benefit Plan Management sample documents for proposed changes to reimbursement methodologies, recommended updates developed in response to changes to national coding systems (e.g., ICD-10, HCPCS), and explanations/criteria for development of actuarially sound capitation rate updates.

5. Cost (280 points)

The evaluation of each Offeror's cost proposal (the total of four years of detailed budgets) will be conducted using the following formula. This response is to be placed in Binder 2.

$$\frac{\text{Lowest Responsive Offer Total Cost for each sub-factor}}{\text{This Offeror's Total Cost for each sub-factor}} \times \text{X Available Award Points for each sub-factor}$$

Provide costs and detailed budget explanations in a table format as shown in Appendix B.

6. References (40 points)

Offerors shall provide three (3) references from similar large-scale Projects performed for private, State or large local government clients within the last three (3) years in Binder 1, with business information for each.

7. Oral Presentation (Finalists only, 100 points)

The Evaluation Committee may require oral presentations by the highest-scoring Finalists or Finalist. Points will be awarded based on the quality and organization of information presented, how effectively the information was communicated, the professionalism of the presenters and the technical knowledge of the proposed staff. Prior to oral presentations, the Agency will provide the Finalist Offerors with a presentation agenda.

C. C/CMS EVALUATION POINT SUMMARY

Table 4 summarizes evaluation factors for Care/Case Management and their associated point values. These weighted factors will be used in the evaluation of Offeror proposals.

Table 4 - C/CMS Evaluation Point Summary

<i>Table 3- Evaluation Point Summary</i> Factors	Score
Technical Responses	100
Vision for Care/Case Management	40
Statement of Work (Appendix M)	60
Requirements (Appendix N)	360
Care/Case Management	165
General Requirements, including project management	195
Experience & Personnel	100
Organizational Experience (narrative)	50
Staffing Model	50
Required Sample Documents	20
Cost Proposal	280
Cost Response Form #1	140
Cost Response Form #2	140
References	40
Oral Presentation (Finalists Only)	100
Total	1000

Table 4 Evaluation Point Summary

D. C/CMS EVALUATION FACTORS

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

1. Technical Responses (100 points)

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

APPENDIX M describes solution and services to be delivered through this procurement. The State is requiring the entire response to Appendix M to be a 4-5 page summary that includes the following in proposal responses in the order presented below:

- Describe Offeror’s understanding of what HHS 2020 is, what the state is seeking from the C/CMS, and Offeror’s ability to deliver quality services required by the Statement of Work.
- Describe Offeror’s methodology, plan, approach to the services and vision

for C/CMS.

- Describe at least two successful recent BPO projects, comparable to the Care/Case Management procurement and modular in nature, on which your organization provided the Solution as the prime contractor. Describe how each experience shaped your solution, what lessons were learned, and what outcomes were achieved for the client's project. Address how you will leverage previous engagement experience to perform the Care/Case Management Contractor role for this Project.
- Provide a Work Plan timetable for C/CMS integration. Identify the assumptions underlying your Work Plan timetable and for the items below from your proposal:
 - A. Approach for C/CMS operations and maintenance;
 - B. Approach for integrating with the HHS 2020 EPMS tasks;
 - C. Approach for providing HHS 2020 integration support; and
 - D. Approach for business service configuration.
- Explain your ability and willingness to meet the preliminary set of SLAs and LDs in Appendix O - C/CMS Performance Measures. During contract negotiations, the Contractor and State will collaborate to define the SLAs which will be included in the contract. Offeror should understand and agree there will be SLAs that cannot be defined during contract negotiations for operations and will require future Contractor and State collaboration.

2. Requirements (360 points)

Points will be awarded based on the thoroughness and clarity of the Offeror's response, the breadth and depth of the engagements cited and the perceived validity of the response. These responses are to be placed in Binder 1.

3. Experience and Personnel (100 points)

Offerors shall provide a narrative describing their Organizational Experience and proposed Staffing Model describing the scope and responsibilities of each Key Personnel position, with the name, title, skill set, experience and location by phase and to include a resume for each position proposed.

4. Required Sample Documents (20 points)

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

of the response. Offerors are encouraged to place examples in a separate binder. Sample documents should include at a minimum test plans, processes for CRs, system reports.

- Implementation Document
- Training Document
- Test Plan
- Statistics and sample documents
 - Care/Case Management Statistics:
 - Examples include: How many automated cases created
 - Care/Case Management sample documents for outreach, and other member communications

5. Cost (280 points)

The evaluation of each Offeror’s cost proposal (the total of four years of detailed budgets) will be conducted using the following formula. This response is to be placed in Binder 2.

$$\frac{\text{Lowest Responsive Offer Total Cost for each sub-factor}}{\text{This Offeror’s Total Cost for each sub-factor}} \times \text{Available Award Points for each sub-factor}$$

Provide costs and detailed budget explanations in a table format as shown in Appendix L.

6. References (40 points)

Offerors shall provide three (3) references from similar large-scale Projects performed for private, State or large local government clients within the last three (3) years in Binder 1, with business information for each.

7. Oral Presentation (Finalists only, 100 points)

The Evaluation Committee may require oral presentations by the highest-scoring Finalists or Finalist. Points will be awarded based on the quality and organization of information presented, how effectively the information was communicated, the professionalism of the presenters and the technical knowledge of the proposed staff. Prior to oral presentations, the Agency will provide the Finalist Offerors with a presentation agenda.

E. OTHER REQUIREMENTS

Provide the following in tabbed sections in Binder 1:

1. Letter of Transmittal (Appendix C)

Pass/Fail only. No points assigned.

2. References (40 points) (Appendix D)

Offeror submits a list of three (3) references in Binder 1, with business information for each. *Offerors are required to send the Reference Questionnaire Form, APPENDIX D, to each business reference listed. The business reference, in turn, is requested to submit the completed Reference Questionnaire Form, APPENDIX D, directly to the Procurement Manager, as described in the Introduction Paragraph D.* Points will be awarded based on evaluation of the responses to a series of questions asked of the references concerning quality of the Offeror's services, timeliness of services, responsiveness to problems and complaints and the level of satisfaction with the Offeror's overall performance.

3. Financial Stability – Financials (Section VII. B .3)

Pass/Fail only. No points assigned.

4. Performance Bond Capacity Statement (Section VII. B .4)

Pass/Fail only. No points assigned.

5. Campaign Contribution Disclosure Form (Appendix E)

Pass/Fail only. No points assigned.

6. New Mexico Employee Health Coverage Form (Appendix F)

Pass/Fail only. No points assigned.

7. Pay Equity Reporting Statement (Appendix I, Article 27)

Pass/Fail only. No points assigned.

8. Eligibility Statement (Section VII. B .8)

Pass/Fail only. No points assigned.

F. 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 VI. B.7.

3. The Evaluation Committee may include other sources of information to perform the evaluation as specified in Section VI. C.18.
4. Responsive proposals will be evaluated on the factors in Section VIII, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as Finalist Offerors. The Finalist Offeror whose proposal is most advantageous to the State, taking into consideration the evaluation factors in Section VIII, will be recommended for award(s) (as specified in Section VI. B. 11). Please note, however, that, regardless of overall score, a serious deficiency in the response to any one factor may be grounds for rejection.

IX. SUMMARY LISTING OF APPENDICES:

APPENDIX A - ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX B - BMS COST RESPONSE FORMS

APPENDIX C - LETTER OF TRANSMITTAL FORM

APPENDIX D - REFERENCE QUESTIONNAIRE FORM

APPENDIX E - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

APPENDIX F - NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

APPENDIX G - BMS STATEMENT OF WORK

APPENDIX H - BMS DETAILED REQUIREMENTS

APPENDIX I - SAMPLE CONTRACT

APPENDIX J - RFP CROSSWALK TO CMS DRAFT RFP TEMPLATE

APPENDIX K - BMS PERFORMANCE MEASURES

APPENDIX L - C/CMS COST RESPONSE FORMS

APPENDIX M - C/CMS STATEMENT OF WORK

APPENDIX N - C/CMS DETAILED REQUIREMENTS

APPENDIX O - C/CMS PERFORMANCE MEASURES

X. APPENDICES:

APPENDIX A - ACKNOWLEDGEMENT OF RECEIPT FORM – page 61
APPENDIX B - BMS COST RESPONSE FORMS – page 62
APPENDIX C - LETTER OF TRANSMITTAL FORM – page 64
APPENDIX D - REFERENCE QUESTIONNAIRE FORM – page 66
APPENDIX E - CAMPAIGN CONTRIBUTION DISCLOSURE FORM – page 70
APPENDIX F - NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM – page 72
APPENDIX G - BMS STATEMENT OF WORK – page 73
APPENDIX H - BMS DETAILED REQUIREMENTS – page 107
APPENDIX I - SAMPLE CONTRACT – page 153
APPENDIX J - RFP CROSSWALK TO CMS DRAFT RFP TEMPLATE – page 201
APPENDIX K - BMS PERFORMANCE MEASURES – page 206
APPENDIX L - C/CMS COST RESPONSE FORMS – page 217
APPENDIX M - C/CMS STATEMENT OF WORK – page 218
APPENDIX N - C/CMS DETAILED REQUIREMENTS – page 249
APPENDIX O - C/CMS PERFORMANCE MEASURES – page 282

APPENDIX A – Acknowledgement of Receipt Form

Appendix A applies to both Benefit Management Services and Care/Case Management
In acknowledgement of receipt of this Request for Proposals, the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX O.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 3:00 pm MT on September 10, 2019 (see contact information at end of form). 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 of 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
New Mexico Human Services Department
Medical Assistance Division
1301 Siler Road
Santa Fe, NM 87507
Phone: (505) 827-1345
Email: Daniel.Clavio@state.nm.us

APPENDIX B – BMS COST RESPONSE FORM #1

New Mexico Human Services Department

BENEFIT MANAGEMENT SERVICES

Provide an all-inclusive price for all components and activities related to Benefit Management Services, including project management. Offerors should price below all components related to the Benefit Management Services in this RFP as a Fixed Price. The cost of each specific deliverable will be negotiated at time of contract but shall equal the proposed Benefit Management Services components priced below. Offerors are to provide, as part of their budget narrative, their estimated work schedule and the assumptions made in developing the proposed schedule. Pricing also must include all licensing costs (maintenance, renewals, updates, required technical support).

Pricing Component	Year 1 Costs	Year 2 Costs	Year 3 Costs	Year 4 Costs
Member Management				
Provider Management				
Utilization Review/Utilization Management				
Benefit Plan Management				
General Requirements				
Total costs must include applicable New Mexico Gross Receipts Tax (NMGRT). Total:				

APPENDIX B – BMS COST RESPONSE FORM #2

New Mexico Human Services Department

BENEFIT MANAGEMENT SERVICES

Pricing for Optional Contract Extension Years

Provide an all-inclusive price for optional contract extension years for all components related to Benefit Management Services. Pricing must include all component activities, including project management and licensing costs.

Optional Year Pricing Element	Optional Year 1	Optional Year 2	Optional Year 3	Optional Year 4
Member Management				
Provider Management				
Utilization Review/Utilization Management				
Benefit Plan Management				
General Requirements				
Total costs must include applicable New Mexico Gross Receipts Tax (NMGRT).				
Total:				

APPENDIX C – Letter of Transmittal Form

Appendix C applies to both Benefit Management Services and Care/Case Management

RFP#: _____

Offeror Name: _____

EACH ITEM #1 to #7 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 submitting organization:

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

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 inquiries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of subcontractors (select one):

____ No subcontractors will be used in the performance of any resultant contract OR

____ The following subcontractors will be used in the performance of any resultant contract:

(Attach extra sheets, if needed)

6. Describe any relationship with any entity (other than subcontractors listed in item 5 above) that will be used in the performance of any resultant contract:

(Attach extra sheets, if needed)

7. On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section IV C.1.

I concur that submission of our proposal constitutes acceptance of the Evaluation Factors presented in Section VI.B of this RFP.

I acknowledge receipt of any and all amendments to this RFP.

Authorized Signature and Date

(must be signed by the person identified in item #2, above)

APPENDIX D – Reference Questionnaire Form

Appendix D applies to both Benefit Management Services and Care/Case Management. As part of the RFP process, the State of New Mexico requires Offerors to submit three (3) business references. The purpose of these references is to document Offeror's experience relevant to the Statement 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 Questionnaire directly to:

Daniel Clavio, Procurement Manager
HHS 2020 – MMISR BENEFIT MANAGEMENT SERVICES RFP #20-630-8000-0002
Medical Assistance Division
1301 Siler Road
Santa Fe NM 87507
Phone: (505) 827-1345
Email: Daniel.Clavio@state.nm.us

For inclusion in the evaluation process, completed Reference Questionnaires must be received by the Procurement Manager not later than the RFP submission deadline. The form and information provided will become a part of the submitted proposal. Letters or other forms of reference, other than the Reference Questionnaire, will not be accepted. The business references provided may be contacted for validation of content provided therein.

RFP # 20-630-8000-0002 REFERENCE QUESTIONNAIRE FOR:

<Offeror Name>

This form is being submitted to your organization 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 via facsimile or e-mail:

Daniel Clavio, Procurement Manager
HHS 2020 – MMISR BENEFIT MANAGEMENT SERVICES RFP #20-630-8000-0002
Medical Assistance Division
1301 Siler Road
Santa Fe NM 87507
Phone: (505) 827-1345
Email: Daniel.Clavio@state.nm.us

The form must be received by the Procurement Manager no later than 3:00PM MT on November 6, 2019 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 RFP number listed at the top of this page.

Organization Providing Reference:	
Contact Name and Title/Position	
Contact Telephone Number	
Contact E-mail Address	

QUESTIONS:

1. In what capacity have you worked with this company in the past? Describe the work this company or companies did for you.

COMMENTS:

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

COMMENTS:

3. How would you rate the company or company's commitment to schedule and their flexibility relative to changes in project scope and/or timelines?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What level of satisfaction did you have with the deliverables produced by the company or companies?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

5. How would you rate the dynamics/interaction between the company or companies and your staff?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

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

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

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

COMMENTS:

7. How satisfied are you with the services delivered or the products developed by the Company or companies?
(**3** = Excellent; **2** = Satisfactory; **1** = Unsatisfactory; **0** = Unacceptable)

COMMENTS:

8. With which aspect(s) of this company or companies' services are you most satisfied?

COMMENTS:

9. With which aspect(s) of this company or companies' services were you least satisfied?

COMMENTS:

Would you recommend this company or companies services to your organization again? Do you recommend this company to the State of New Mexico?

COMMENTS:

APPENDIX E – Campaign Contribution Disclosure Form

Appendix E applies to both Benefit Management Services and Care/Case Management

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.

APPENDIX F – New Mexico Employees Health Coverage Form

Appendix F applies to both Benefit Management Services and Care/Case Management

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 agrees to have in place, and agree to maintain for the term of the contract, health insurance for those employees and to 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 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.
3. Offeror 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 <https://www.bewellnm.com/>
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), 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 G – BMS Statement of Work

This APPENDIX contains the Statement of Work (SOW) for this BMS procurement. The Statement of Work is a companion document to the requirements found in APPENDIX H and should be read and interpreted as a statement of both expectation and as an explanation of the Project described in Part 1 of this RFP and of the requirements found in APPENDIX H. The Statement of Work described herein outlines the responsibilities and Project obligations of the BMS Contractor. Prior to preparing their proposals in response to this procurement, Offerors are required to review the SI, DS, QA, CCSC and FS RFPs as well as the questions and answers (Q&A's) and addendums for the respective RFPs as may be found at the Open Requests for Proposals (RFPs) at <https://www.hsd.state.nm.us/LookingForInformation/open-rfps.aspx> and Closed Requests for Proposals (RFPs) at <https://www.hsd.state.nm.us/LookingForInformation/closed-rfps.aspx>.

The BMS Contractor (“Contractor”) will play a critical role in the overall success of the MMISR Project. The BMS Contractor must provide all required essential business function components: Member Management, Provider Management, Utilization Management (UM)/Utilization Review (UR) and Benefit Plan Management (BPM). This RFP also contains a separate Statement of Work (APPENDIX M) for delivery of and support for a C/CMS to foster effective care and case management within and across HHS 2020 Stakeholders.

A separate contract will result from this RFP for a Care/Case Management Contractor (see APPENDIX M). Offerors may submit responses on one or both of the SOWs, and if both, must submit two separate proposals.

CMS, the primary funding entity for the MMISR Project, has identified in the MECT certain System Review Criteria (SRCs) that are applicable for MMIS certification. The Contractor must deliver the services as outlined in this SOW and meet the SRCs for each BMS component as detailed in APPENDIX H. Please note that the requirements found in APPENDIX H apply to services provided by the Contractor across the Enterprise.

The BMS module must be SOA compliant and must be fully capable of integration via Application Programming Interfaces (APIs) with the SI Solution, which consists of a highly reliable, loosely coupled, secure SOA-compliant integration platform (IP) for all of HHS 2020. The BMS module must integrate with the ESB. The SI's Systems Migration Repository (SMR) will translate legacy data into data fields and formats (XML) for consumption by the modules. The ESB will provide access to data within legacy systems that continue to function after SMR conversion. The BMS Contractor must adhere to all standards, on integration, interoperability, security, Single Sign On (SSO) and transmission of data, established by the SI Contractor and approved by the State. The

Contractor must exchange data using the ESB and acknowledge the data belongs to the State.

The BMS Contractor must acknowledge its affirmative obligation to work with all other modules. For example, the Contractor must work with FS to share information and data on providers and Members in order to determine claim payment status; to decrement and increment prior authorization remaining units based upon paid and adjusted claims; and to understand claims processing requirements and procedures in order to develop and conduct effective provider training. The Contractor must work with DS to make available all information for all Federal and State reporting, and DS dashboards. The BMS Contractor also must provide data and assist the DS Contractor in the development of the dashboards the State requires. The Contractor must provide all data in the format required by the State that is necessary for auditing.

The Contractor's business services must have the processes, tools and skills to deliver on all the BMS components. The Contractor must understand and be able to apply proven approaches for efficient delivery of timely and accurate services and minimize duplication of services. The Contractor must be able to efficiently deliver a broad range of extremely high-quality business services in a complex environment from contract award through MMISR certification by CMS and into on-going Maintenance and Operations (M&O).

Offerors are encouraged to propose innovative business services and vision for BMS that meet or exceed the requirements of this RFP. All Offerors are encouraged to demonstrate added value in their proposals by recommending innovative concepts and solutions which may not have been specifically addressed in this RFP.

The purpose of the HHS 2020 Unified Portal is to provide clients of the Enterprise and State Users with a role-based web application that integrates with the other HHS 2020 modules through the ESB. Offerors must describe how their Solution's web application can be integrated using standards-based Presentation Layer Services (e.g., Web Services for Remote Portlets or WSRP 2.0) for consumption by the Unified Portal. If such Presentation Layer Service integration is not supported by the Offeror's Solution, the Offeror must propose other standards-based integration mechanisms to allow such consumption within both the internal and external Unified Portals.

1. BMS Services and Approach

The Contractor's project and contract management practices must reflect accepted best practices (e.g., Project Management Body of Knowledge [PMBOK], Continuous Process Improvement [CPI]), complemented by insight gained from successful work on service and technology projects of similar size and complexity for other health care customers. The Contractor's project and contract management approach shall be practical, results-oriented and readily implemented. At a minimum, the Contractor is required to propose compatible processes and tools to perform all the project and contract management activities that are

outlined in this APPENDIX G and in the Requirements found in APPENDIX H of this RFP. All project management activities shall be coordinated with the HHS 2020 EPMO, and when so directed by the State's PMO. Contractor's tools must be compatible with those used by the State in Table 5.

The Contractor must perform business services necessary to deliver the BMS components and related services and interact with the State and HHS 2020 module and BPO Contractors to effectively support HHS 2020 and the MMISR Project. For the purpose of this procurement, the State's definition of a BPO includes outsourcing that involves the contracting of the operations and responsibilities of a specific business process to a BPO service provider with oversight by the State. These BPO services are separate business functions and are responsible for performing processes or parts of processes and done to save costs or gain productivity. Due to the certification and auditing requirements for which the MMIS is accountable, the State will retain oversight and require adherence to Service Level Agreements (SLAs) for the BPO components, processes and services.

HSD is seeking a Contractor that has demonstrable and proven business services using a service-delivery approach to accomplish the following:

1. Effectively address and support the HHS 2020 Vision and the MMISR modular technology and business services approach while identifying risks and solution options and making informed recommendations.
2. Effectively manage related processes with cost-effective implementation, maintenance and operation. An Offeror's service approach must demonstrate a commitment to the CMS SCS and to sustainability, flexibility, scalability, extensibility, maximized reuse and interoperability;
3. Ensure that a phase is complete by applying experience with BMS, requirements compliance and project management including providing examples of exit criteria and gate reviews;
4. Ensure that a phase is ready to begin by applying experience with BMS, requirements compliance and project management including providing examples of entrance criteria and gate reviews;
5. Manage parallel delivery timelines and resources (including all subcontractors) to effectively work as a cohesive team to meet State and Federal requirements;
6. Ensure that the BMS will be scoped, planned, tested and executed to enable successful implementation within an aggressive time frame; and
7. Deliver and manage business services that will comply with CMS Certification requirements and that enable the State to improve MITA Maturity Levels across the Enterprise.

1.1 Complete BPO Services

Offerors are responsible for providing all BMS components and related services to successfully meet all the requirements of this BPO procurement. Offerors must propose services that are responsive to both the goals and the intent of the HHS 2020 Vision and Framework.

Offerors must describe in their proposals the tools and services that are being offered including the capacity to handle the processing volumes and related business activities and services associated with BMS which are being provided. Offerors must describe the immediate as well as future benefits which will be provided.

The Contractor must provide a qualified designated IT team for the State of NM to ensure that IT changes are treated as a high priority and addressed timely.

HSD will require the BMS Contractor to extend support to other HHS 2020 Project initiatives, e.g., the HSD Child Support Enforcement System Replacement (CSESR), Medicaid buy-in processing, the CYFD Comprehensive Child Welfare Information Systems (CCWIS), and projects of both ALTSD and DOH, to the extent that these initiatives align with and benefit from the HHS 2020 Framework.

Offerors must describe in their proposal the number, types and experience of Subject Matter Experts (SMEs) that are being proposed. SMEs must have the experience, knowledge and expertise to provide BMS and training to the State. SMEs must support end Users and will be asked to assist in performing associated tasks across the Enterprise. SMEs must have expertise in their respective BMS components.

1.2 Subcontractors

The use of subcontractors is acceptable with prior approval by HSD. The Prime Contractor will be directly accountable for the quality of the BMS components as well as the associated services delivered throughout the contract life. The Prime Contractor is solely responsible for performance under the contract resulting from this RFP. The State retains the option to request replacement of any subcontractor at its discretion. All work, including any work performed by subcontractors, must be performed on shore. No off-shoring of work, including storage of data, is permitted by either the Prime Contractors or its subcontractors.

2. BMS Contractor Role

The Contractor must deliver BMS that comply with the requirements found in APPENDIX H and that are responsive to this Statement of Work (APPENDIX G). At a minimum, this includes, performing in accordance with the expectations found in Section 1 above; provide effective Project Management; comply with the Project Management standards established by the HHS 2020 EP MO; support and participate in Data Governance; ensure the security and integrity of data; and deliver and operate all BMS. The Sections that follow provide additional information and guidance on this Statement of Work. The Contractor must provide the services and tools to meet the needs of the Enterprise Stakeholders (e.g., ALTSD, CYFD, DOH, HSD).

2.1 The BPO Services

The Contractor must configure, provide and operate all required BMS for the following components:

1. Member Management
2. Utilization Management/Utilization Review;
3. Provider Management; and
4. Benefit Plan Management.

The Contractor's proposed services must comply with and support all applicable Federal, State or other regulations, guidance and laws, including at a minimum, the standards and protocols listed in Addendum 14 - HHS 2020 Security Privacy and Standards and Addendum 21 - HHS 2020 Security Operational Guidelines in the Procurement Library at <https://webapp.hsd.state.nm.us/Procurement/>.

For the purpose of this procurement, the State's definition of a BPO includes outsourcing that involve the contracting of the operations and responsibilities of a specific business process to a BPO service provider with oversight by the State. These BPO services are separate business functions and are responsible for performing processes or parts of processes and done to save costs or gain productivity. Due to the certification and auditing requirements for which the MMIS is accountable, the State will retain oversight and require adherence to Service Level Agreements (SLAs) for the BPO components, processes and services.

The Contractor must perform all work necessary to achieve successful implementation and operation of the full BMS module. Specifically, the Contractor must:

1. Perform BMS project management in compliance with the HHS 2020 EPMO standards and processes;
2. Collaborate and coordinate with the Stakeholders, module Contractors, IV&V and HHS 2020 EPMO;
3. Complete planning related to all BMS;
4. Configure, provide and operate all BMS to meet the State's business needs in accord with contractual timelines;
5. Take all necessary steps to bring all BMS to an operational status and continue operational services for the contract period;
6. Ensure adherence to the MECT, MITA 3.0 (comprised of Business, Information and Technology Architectures) and successive versions, and the SCS; and

7. Coordinate with other modules and manage the BMS project in a manner which ensures successful Enterprise-wide implementation.

2.2 Benefit Management Services Components

The Contractor's services must comply with specifications found in this SOW and the requirements found in APPENDIX H of this RFP. The State seeks a BMS Prime Contractor with the expertise to deliver services that integrate all functionality of the BMS module with the HHS 2020 Framework even if subcontractors are utilized for components.

As the State is transforming the way business is done and for the Contractor to position the State for the future, the Offeror must describe their approach for each component and related services. While this SOW has defined base functionality and requirements for the BMS Components, the State seeks proposals that include innovative and modern approaches to the implementation of all BMS components.

The Offeror must describe in its proposal their approach to reducing costs including but not limited to:

- Automation or elimination of existing manual processes;
- Implementing workflows for monitoring automatic determinations and escalation as appropriate;
- Integrating data and processes across Agencies;
- Reducing duplication of efforts;
- Providing the State with the expertise to evaluate data and make strategic recommendations for increased efficiencies and program effectiveness;
- Implementing alerts, notifications and "push messages" where appropriate;
- Integrating with SI tools and processes, including its notification engine; and
- Fostering informed, data-driven decision-making across the Enterprise.

The Offeror must describe their approach to position the State for the future including but not limited to:

- Increased Stakeholder engagement;
- Identification of innovation beyond that which is specifically requested in this RFP;
- Increased healthcare interoperability across the Enterprise;
- Provision of scalable services with configurable rules-based tools; and
- Integration with appropriate regional and national entities.

2.2.1 Member Management

The State is seeking comprehensive Member Management services that are flexible and configurable. Member Management services must provide functionality which captures, manages and maintains Medicaid and non-Medicaid Enterprise Member data, assists with Member outreach and education, provides support for Early and Periodic Screening, Diagnostic and Treatment (EPSDT) functionality for Medicaid, supports Enterprise service programs and their clients, and helps to ensure that the State's data analysis capabilities reflect services received by Members across the Enterprise.

As the HHS 2020 MMISR is an Enterprise solution, multiple terms are used to refer to the individuals served. Terms such as Member, Client, Participant, Beneficiary and Recipient may be used interchangeably. Regardless of which term is used the Contractor must assume the term includes all people served across the Enterprise.

The Automated System Program and Eligibility Network (ASPEN), HSD's eligibility and enrollment system, will continue to determine eligibility for Medicaid clients enrolled in Fee-for-Service (FFS) or in the Centennial Care managed care program and non-Medicaid benefit programs, such as Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), and the Low-Income Home Energy Assistance Program (LIHEAP). Modules that need to access Member eligibility data from legacy systems, such as ASPEN and other Enterprise agencies systems, to process its transactions must obtain such data through the ESB of the Integration Platform (IP).

The BMS Contractor's Member Management service must capture, manage and maintain accurate current and historical data on Members eligible for non-Medicaid benefit programs that are not supported by ASPEN in addition to other sources of non-Medicaid programs from Enterprise agencies, including ALTSD, HSD's Behavioral Health Services Division (BHSD), CYFD, and DOH. In addition, the Contractor's Member Management service must provide the functionality for registering Members who are eligible for non-Medicaid health services, such as through BHSD or through CYFD.

The Member Management services must provide the ability for State staff and authorized Users to inquire on the data, while maintaining an audit trail of requests, additions or modifications of the data, including date, time, and source. The Contractor must integrate data from the C/CMS as appropriate to build a complete picture of the services provided to and accessed by Members.

The Member Management service must provide the ability to initiate, track and report on services rendered to eligible Fee-for-Service Members in an EPSDT cycle. The Service must include at a minimum but is not limited to:

- Provide Member data to support case identification, tracking and reporting for EPSDT services;
- Update EPSDT records with the ability to generate a trigger for initial and

follow up EPSDT notices using periodicity schedules;

- Provide outreach/education materials that detail the importance of accessing EPSDT services;
- Track receipt of EPSDT services, referrals, follow-ups and identify and generate correspondence to EPSDT eligibles for which referrals were made but no follow up services were completed; and
- Provide and update a configurable, flexible periodicity table of EPSDT services to provide for on-going updates as policies change.

The Member Management Service also must monitor and provide data and metrics on Fee-for-Service (FFS) and a MCO's utilization, performance and outreach for services rendered to EPSDT Members.

The Member Management service must provide Outreach Services to increase Member enrollment and public awareness of the programs and services offered by the State. The State objective is to directly or indirectly improve health outcomes of both individuals and communities. The Contractor must provide support with educational communication and assist in building community-based outreach with Stakeholders and Community Partners. The service must integrate with the Customer Communication Management (CCM) to assist with outreach to those both potential eligible and those currently enrolled Members, including Members who may be dually eligible for Medicaid and Medicare, eligible for Medicare Savings Programs (MSPs), or eligible for other Enterprise programs or services.

The Member Management service also must integrate with the Unified Portal (UP) and the Consolidated Customer Service Center (CCSC) to provide targeted outreach through social media, web banners, newsletters, push notifications, surveys, emails and other communication mechanisms. The State seeks a BMS Contractor that will provide culturally appropriate and timely messages on ways to improve health status, how to access health services, take steps to address specific diseases and health conditions, and encourage preventive health care. All Member Management service materials and messaging must be in multiple languages as directed by the Enterprise, and when addressed to specific populations, such as Native Americans, be prepared in consultation with the State and representatives of the targeted population.

Member Management services must:

- Identify and conduct outreach to potentially eligible populations;
- Assist in increasing public awareness of available programs and services;
- Assist in educating individuals regarding current programs and available services and provide updates to program policies or covered services;

- Engage Stakeholders and Community Partners in facilitating access to health care and services and in designing messaging to support increased access and appropriate use of covered health services;
- Evaluate outreach efforts to show how health outcomes are improved; and
- Analyze data to identify and engage eligible populations to improve their health.

The State is developing a Master Data Management (MDM) service. The MDM will hold Enterprise client demographic data (e.g., name, date of birth, SSN, Medicaid numbers). Member Management services must integrate with the MDM through the IP to receive and provide such data when needed.

2.2.2 Provider Management

The State is seeking comprehensive Provider Management business services that are flexible, configurable, meet federal requirements for initial and ongoing screening and enrollment, and foster improved provider relations. Offerors should understand that the State is not seeking a Contractor to perform only provider enrollment. The State is seeking a Contractor who understands that Provider Management incorporates provider support, education, communication and assistance. Offerors are encouraged to propose innovative approaches to accomplish these responsibilities.

Provider Management must support access to care by identifying provider coverage gaps by region, provider type and capacity. The BMS Contractor must work with provider associations, universities, MCOs, and the State on initiatives to address these gaps and conduct outreach to unenrolled and non-participating providers with the goal of enrolling them as NM Medicaid providers. Enrollment of providers who bill for non-Medicaid covered services also must be supported by Provider Management.

As noted, one of the State's goals is to foster program participation, simplify and streamline enrollment, automate validation of provider certification and licensure, improve provider file maintenance, automate and enhance provider communication, and provide for early detection of providers who have certain issues and provide technical assistance to address the issues. As the State seeks to move from paper processes, the Provider Management Service must include the ability to request Electronic Funds Transfer (EFT). The Provider Management Service will establish a single enrollment process by consolidating multiple provider enrollment applications and processes that are currently maintained separately by the Medicaid fiscal agent, the Centennial Care MCOs, and by the Enterprise Stakeholders. The consolidated process must electronically collect and process the information needed to support provider screening, verification, enrollment and re-enrollment. This process will support providers enrolling in the FFS program and enable enrollment in non-Medicaid programs, interface with each MCO's credentialing and contracting process. This will allow a provider who

wishes to participate in the Medicaid managed care program to contract with one or more MCOs by submitting a single enrollment application. The Contractor will receive updated information from each MCO on contracted and terminated providers, identifying contracted providers as in-network or out-of-network, so that Provider Management has a current record of all participating FFS and MCO providers.

The Provider Management component of the BMS will be used across the Enterprise to enroll providers with different credentialing, licensure and eligibility criteria, including programs administered by ALTSD, DOH, HSD and Public Education Department for Medicaid School-Based Services (MSBS) providers. Although Pharmacy Benefit Management (PBM) is a component of the FS module, note that enrollment of pharmacy providers is a responsibility of BMS. Note also that “provider” is defined broadly, given that MMISR is an Enterprise Solution. The State expects the Contractor’s Solution to be extensible to a variety of scenarios in which an individual or entity provides services to a Member under the auspices of a State-funded or State-administered programs.

The Contractor’s business services must facilitate online entry of provider enrollment applications and updates, irrespective of which program the provider is seeking to enroll; must automate, track and report on workflow management of the enrollment processes; provide online verification of provider enrollment status; monitor licensure and credential expirations, renewals, sanctions, and background checks; notify providers well in advance of upcoming renewals and re-enrollment deadlines; work with licensing boards to automate the receipt of licensure and sanction or disciplinary data; and meet all of the enrollment and participation requirements for Enterprise Stakeholder programs. The Contractor must maintain information on all pending and active provider sanctions across the Enterprise and on sanctions or other adverse actions taken by other State or Federal authorities, including Medicare contractors, Medicaid agencies, and Children's Health Insurance Programs.

The Contractor also must monitor and track Presumptive Eligibility Determiner (PED) training and certification requirements, including required comprehension test score requirements, and monitor and track PED performance. The Contractor’s Provider Management component must provide configurable business rules to meet all the business needs outlined in this Section 2.2.2.

The Contractor must implement a provider enrollment appeal process for enrollment denials, suspensions or other adverse actions. The appeal process must include notice of adverse action and right of appeal, collection and retention of all materials related to the basis for the adverse action, referral to the appropriate Enterprise Fair Hearings Office, and tracking and coordination of provider appeals.

The Contractor must share provider enrollment and management data with the Enterprise through the SI Contractor's Solution. In addition, the Contractor must integrate its services with both components of the Unified Public Interface. For the CCSC component, this means establishing a call center to answer and resolve Tier 3 inquiries received via the CCSC. To support the UP component, the Contractor must make its Provider Management web service available through the portal so that providers, Members, and other Stakeholders have and can use a single point of entry to interact with the HHS 2020 Enterprise.

Although the State's vision of the transformed Medicaid Enterprise is largely paperless, from a practical standpoint hard copy notices must sometimes be produced, and hard copy correspondence and enrollment applications will still be received. HSD has established a centralized operation to support the receipt, handling and scanning of documents and has contracted with print/mail vendors to distribute outgoing correspondence. The SI Contractor provides standardized software that is used across the Enterprise to support these activities. Thus, the Contractor must implement procedures to process electronic data sent via the SI rather than paper documents and will route outgoing correspondence electronically via the SI to HSD's print/mail vendors for distribution.

The Provider Management service must include comprehensive training using a combination of web-based and instructor-led training. The Contractor must develop and deliver these trainings pursuant to the Contractor's proposed Provider Management Training Plan, which must be submitted to and approved by the State. Trainings will include both provider enrollment requirements/procedures, PED certification trainings, and other aspects of the Enterprise programs affecting the provider community, including billing and claim processing for medical and pharmacy services, TPL, HIPAA privacy and security, and UM/UR. The Training Plan must provide detail of the periodicity of training, the method of training to be used, communication and enrollment policies, groups to be targeted for training, and anticipated locales for on-site training. This will require the Contractor to work cooperatively with the other MMISR BPO Contractors and State staff to obtain the information needed to develop, update and maintain effective training programs.

In addition to having sufficient field staff to perform on-site visits for moderate and high risk provider applicants, the Contractor must maintain a team of people to represent the Medicaid and other covered programs at Stakeholder meetings as directed by the State (e.g., provider association and IHS meetings); to visit individual providers who need assistance with enrollment, claim billing or other issues; conduct provider audits; and conduct provider training workshops in various settings. The Contractor may elect to cross-train its field staff to handle enrollment-related site visits, training, and provider representative activities.

The BMS Contractor will be expected to address tools for connectivity to foster electronic submission of claims and payment request forms for medical and non-medical providers. The BMS Contractor is encouraged to make billing software available to providers in need of such assistance, and to provide “hands-on” assistance (such as software installation) to those most in need, such as Native American providers, providers of small size or in remote areas, and those who may have connectivity issues.

Offerors should understand that the State is not seeking a Contractor to only perform provider enrollment. The State is seeking a Contractor who understands that Provider Management incorporates provider support, education, communication and assistance. As noted above, Offerors are encouraged to propose innovative approaches to accomplish these responsibilities.

2.2.3 Utilization Management (UM) /Utilization Review (UR)

The UM/UR business services must support the State in achieving the vision of improving health outcomes, reducing costs, positioning for the future, meeting CMS Certification requirements and advancing in quality and efficiency. CMS requires State Medicaid Agencies to monitor utilization for appropriateness of care and services rendered. Currently, the State performs utilization reviews in separate siloed systems and through various processes.

UM/UR is the State’s process for review of a request for medical treatment or referral for treatment. The UM/UR processes are intended to improve and advance the efficiency, economy, effectiveness and quality of healthcare services provided to enrolled New Mexico Medicaid Members. Authorization and referral requests typically include medical treatments using the standard processes of prior authorizations, reviewing and approving treatment plans prepared by a care management team in a care management setting, and authorizing referrals to another provider at the request of a physician for out-of-state services, and some emergency services (e.g., inpatient stay, emergency room, emergency surgery). The UM/UR services will integrate with the SI Shared Services for notification to the reviewer of a request and to the requester of the outcome of the review.

The State has identified three fundamental benchmarks for success of the UM/UR component. The first is to ensure the Members receive the services they need when they need them with the intention that the Member will experience improved health outcomes. The second is that the State wishes to improve the overall Stakeholder (e.g., Provider, Member, Case Manager, Authorized Representative) experience in the UM/UR process, which must include a reduction in wait times for authorization determination; and the third is that State seeks process improvements and an efficient prior authorization tracking process

for providers. With these benchmarks realized, the additional goals of reducing overall program costs can occur.

The Offeror must describe their approach to improving health outcomes including but not limited to:

- Assure appropriate treatment specific to the Member's needs and situation;
- Minimize time for the determination of authorizations, plans of care, treatment plans and referrals, and automating such processes where possible;
- Provide their own EDI capability to the HHS 2020 Enterprise to provide for acceptance and transmission of all electronic HIPAA transactions (e.g., 278);
- Provide an expedited appeal and Fair Hearing process supported by qualified Medical Directors or consultants who have direct experience working with the condition for which the denial has occurred;
- Provide the State with expert analysis and evaluation of mined UM/UR data;
- Make recommendations for strategic improvements to UM/UR processes to assure current trends in care are being implemented and that the appropriate services are being provided at the right time;
- Understand and be prepared to navigate the administrative processes for a Member changing between benefit plans and/or transitioning benefit plans;
- Assess UM/UR program effectiveness and work with the Benefit Plan Management component on recommended changes;
- Improve communication to and from providers, Members, case and care managers and authorized representatives, and doing so in a culturally appropriate manner; and
- Implement workflows for monitoring all automatic and escalated authorization determinations.

The State is seeking comprehensive real-time UM/UR business services that are flexible and configurable so that established business rules may be modified as necessary including automatic triggering of correspondence. Standard processes will be defined to establish and modify business rules (e.g., Behavioral Health authorization by age), that identify when a review is required and under what criteria an authorization determination can be made automatically, or when the request needs to be escalated for State review. In the event the authorization being requested does not require prior review, the UM/UR Solution must notify the provider upon submission and not conduct a review. The Contractor must assure the configurable edits (e.g., medical, dental, prescription, program specific) which will be applied during payment processing also will be used for authorization evaluation. The Contractor must provide, for State approval, all the Contractor's proposed criteria for authorization evaluation. The State may provide additional

criteria to be used for determinations. The Contractor's services must be driven by NMAC, CFR, age requirements/limitations and InterQual or equivalent criteria. The criteria for edits must be updated by the Contractor based upon State defined timelines.

The UM/UR services and processes must include the ability to receive, evaluate and authorize treatment requests and referrals prior to services being rendered or paid. In such matters, time is of the essence. During design the State will define the data fields on the screen layout so that the terminology used for UM/UR services aligns with the State's terminology. There will be occasions when an evaluation needs to be performed retrospectively or expedited and the UM/UR Contractor must be capable of and flexible enough to perform evaluations in such a manner. An example of retrospective review includes claims for services to Emergency Medical Services for Aliens (EMSA) eligibles for service that claims resolution cannot approve or deny.

Since the purpose of a medical review is to confirm that the plan provides coverage for the medical services and appropriate services are being provided at the right time, the UM/UR Contractor must provide for a Medical Director or consultants with direct Member experience, for outside review or second opinion, of any authorization which is to be denied and must be prepared to represent the State in the event of an appeal or hearing.

The UM/UR services must be able to evaluate and navigate changing program criteria or transitions in program eligibility (e.g., MiVia Waiver, DD Waiver, Supports Waiver, Medically Fragile Waiver, Centennial Care Community Benefit to a HCBS waiver, or other specialized programs of ALTSD, CYFD, DOH or HSD), perform needs assessments and establish and monitor budget for approved plans of care. The Contractor must perform program-specific budget determinations and provide oversight of the budget expenditures for multiple State programs (e.g., Traditional Waivers, MiVia Waiver) which require a budget, needs assessment and plan of care.

The Contractor must evaluate the effectiveness of approved authorizations and make recommendations to the State for areas that could lead to improved health outcomes, promote program cost effectiveness, and eliminate unnecessary or unproductive reviews.

The State requires the HHS 2020 modules to be integrated, standardized and perform repeatable processes across the Enterprise, and integration with C/CMS for those Members with a Plan of Care (POC). To ensure proper integration of care and effective monitoring of Member service utilization, the UM/UR component will provide the ability to identify utilization abnormalities and allow for the recovery of payments while the Data Services module allows for the

analysis and mining of data. By allowing cross-monitoring of data from multiple modules, the State can be more effective in the UM/UR process.

The UM/UR services must integrate data (e.g., Health Risk Assessment [HRA], Comprehensive Needs Assessment [CNA], Comprehensive Care Plans [CCP], Care Coordination/Case Management notes, ALTSD exception, ISP, SSP, IHA/Vineland) from external Care/Case Management systems and make such data available to all pertinent components within the BMS module.

The Contractor must provide all data via the IP that is needed for the Enterprise (e.g., authorization data for the FS module to appropriately process all claims, data needed by DS for reporting) to operate appropriately and as designed. The UM/UR system must be able to interface through the ESB with the Centennial Care MCOs' UM/UR systems so that HSD staff have access to NF LOC and Setting of Care data. The UM/UR system must be able to integrate with the Shared Services for notification (e.g., when a request comes in from a provider not yet enrolled, the UM/UR services must trigger a notification to the Provider Management component for enrollment, or when additional information is required for determination).

In order to assure the State's goals are met, the Contractor must supply technical resources to provide updates when needed using the State's approved terminology. The UM/UR component is expected to make recommendations to the Provider Management component for training, educational messaging and participation in UM/UR specific training.

2.2.4 Benefit Plan Management

To support its administration of Medicaid and other health benefit programs, the State is seeking comprehensive, flexible, and configurable Benefit Plan Management (BPM) services for the Enterprise. The State's objectives are to assess and where possible, streamline the design, configuration, and maintenance of multiple benefit plans; respond rapidly to changes in standard code sets by determining coverage limitations and rates; develop initiatives for ongoing improvement of program effectiveness, quality of care, and coordination of care, as well as design and assessment of targeted interventions intended to address specific health problems or conditions.

The State is seeking wide-ranging professional services, not merely the entry of rates and other parameters originating with other sources. The Contractor must examine the social determinants of health and their impact on Members, making recommendations on population health actions to be taken by the Enterprise. The Contractor must help develop innovative reimbursement strategies and program designs for consideration by the State, and will conduct analyses to project the potential budgetary, quality of care and other effects of such

initiatives. At the State's direction, the Contractor also will provide analysis of initiatives proposed by the State or its other Contractors.

The Contractor must provide comparative data on the programs of other states and the commercial market as well as compare New Mexico Medicaid's rates and coverage limitations to those established by Medicare and commercial insurers in the State. After developing "what if" analyses of potential program and rate changes, the Contractor must make recommendations to the State and coordinate the rollout of approved changes. Such initiatives may include date-specific updates to rates, prices, coverages, service limits, and MCO/FFS carve-in and carve-out parameters. On State request, the Contractor must also assess the State's benefit programs and identify and operationalize approaches to improve collaboration, eliminate redundancy and streamline processes.

The benefit plan parameters and rates developed by the Contractor and approved by the State will update the FS claim adjudication Solution to support the pricing of claims and the enforcement of benefit plan limitations and prior authorization requirements; these updates must be made by the Contractor either via electronic interface or direct entry by Contractor staff. The Contractor must provide audit trails of all changes made to reference files, using the capabilities of the FS Solution or its own.

The Contractor will offer experience and expertise in development of benefit plans for both managed care and fee-for-service programs. For managed care, the Contractor will be responsible for the development of actuarially sound capitation rates for all Medicaid MCO cohorts. The Contractor must, in collaboration with the State, measure and assess MCO performance in order to make recommendations on benefits plans and rates. Rates must be calculated in accordance with the CMS rate-setting checklist and Medicaid managed care rules; the Contractor must certify that the rates comply with all requirements for managed care rate setting as described in the Balanced Budget Act of 1997. The Contractor will update those rates as needed based on factual data, trends in pricing, changes resulting from federal and State requirements, negotiations, and program changes. The Contractor will also monitor and report on budget neutrality as required by federal guidelines and will evaluate the enrollment and financial performance of the MCOs and their provider networks.

For FFS, the Contractor's responsibilities include fee schedule maintenance, analyzing additions, changes and deletions to standard code sets such as HCPCS and ICD-10; making recommendations regarding coverage and pricing in response to these and other state or federal programmatic or regulatory changes; proposing changes to edits, services limits, and exemptions; entering State-approved updates to reference data; preparing provider communications pertaining to these updates, and recommending training to the Provider Management component as

appropriate. The Contractor must also maintain program-specific code sets, rates and service limits and prior authorization requirements for programs managed by Stakeholders.

As a component of FFS, for 1915(c) waiver programs, the Contractor will be responsible for the development of rates for all waiver services and upon state approval will update those rates as needed based on factual data, trends in pricing, changes resulting from state and federal requirements, and program changes. The Contractor will prepare provider communications pertaining to these updates. The Contractor will monitor and report on cost neutrality for each waiver as required by federal guidelines for 1915(c) waivers, including reconciling FFS and HCBS payments and expenditures in various categories, e.g., by code, provider and utilization.

For the Program of All-Inclusive Care for the Elderly (PACE), the Contractor will be responsible for the development of actuarially sound per member per month rates. The Contractor will update those rates as needed based on factual data, trends in pricing, changes resulting from federal and state requirements, and program changes. The Contractor will also monitor and report on the Amount that Would have Otherwise been Paid (AWOP)/Upper Payment Limit (UPL).

For any new programs, the Contractor will be responsible for development of rates and will update those rates as needed based on factual data, trends in pricing, changes resulting from State and Federal requirements and program changes.

The Benefit Plan Management Service will include additional consultation and professional services, such as assistance in writing State Plan Amendments (SPAs); providing expertise on Medicare Duals Special Needs Plans (D-SNPs); preparing responses to CMS questions regarding SPAs, waiver requests and other program changes; reconciliation of MCO contract payments and expenditures in various categories; assistance in writing waiver renewal amendments, preparing responses to CMS questions about amendments and other waiver program changes; reconciling FFS and HCBS payments and expenditures in various categories such as by code, provider and utilization; and CMS reporting.

The Contractor will develop innovative reimbursement strategies and program designs for consideration by the State and will conduct analyses to project the potential budgetary, quality of care and other effects of such initiatives. At the State's direction, the Contractor will also provide analysis of initiatives proposed by the State or its other Contractors. Through the use of retrospective analysis of specific program areas, the Contractor will identify opportunities for improvement in program design and reimbursement.

To help Members understand their benefits, the Contractor will work with Member Management and the State to develop educational materials that will be accessed via the Unified Portal. Such material must include information on the managed care, FFS, and waiver programs of Medicaid and the service programs of Enterprise agencies in order to help Members understand their benefits and how to access them.

2.3 Benefit Management Services Deliverables and Deliverables Processes

The Contractor must collaborate with the State, IV&V and the EPMO and provide, at a minimum, the contract services, deliverables, project management and administrative responsibilities required as outlined in this APPENDIX G and in APPENDIX H for delivery in a timely and complete manner.

Deliverables must be provided in the agreed-upon format to the designated HSD point of contact as required. Before a deliverable can be considered complete it must be accepted in writing by HSD.

HSD must approve in writing any changes to milestones, deliverables or other material facets of the contract prior to implementation of such changes. HSD may require concurrence of the Federal partner(s) on such changes prior to their implementation.

Document deliverables for this contract must be provided in electronic media, using the Enterprise software standards listed in Table 5, unless otherwise approved in writing by HSD in advance. The Contractor must provide BMS technical documentation as needed to update the Enterprise Performance Life Cycle (EPLC) deliverables for CMS. The CMS EPLC deliverables can be obtained at <https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/XLC/Artifacts.html>.

The Contractor must use Microsoft tools for reporting on internal project management activities and provide BMS documentation and update NM DoIT Enterprise Project Management documents, found at http://www.doit.state.nm.us/docs/project_oversight/project_cert_timeline.pdf.

Table 5 - Standards for BMS Document Deliverables

OUTPUT	DOCUMENT STANDARDS
Word Processing	Microsoft Word 2013, or newer version
Spreadsheets	Microsoft Excel 2010, or newer version
Graphics	Microsoft Power Point or Visio 2010, or newer version
Schedule	Microsoft Project 2010, or newer version

3. BMS Deliverables

For deliverables, the Contractor must follow HSD's deliverable development and review process, which is intended to ensure a shared understanding of deliverable scope and content from inception through completion of a final product. The State's review includes review by IV&V and the EPMO. This process comprises the steps outlined below.

Step 1: Deliverable Expectation Document (DED). Develop a concise, bulleted outline for the deliverable. The outline must include: (a) deliverable name; (b) deliverable purpose; (c) headings- generally to third or fourth level, sufficient to illustrate document structure and sequence in which information will be presented; (d) brief bullet statements at each heading level indicating what will be covered, sufficient to demonstrate the breadth and depth of content; (e) identification of anything that will be expressly excluded from the deliverable (that might be considered part of the topic being addressed); and (f) indication of any sections that will be covered strictly or heavily through the use of tables or graphics. The Contractor must collaborate with the State to reach a shared understanding of the intended deliverable. Following this discussion, the Contractor must update the DED, if necessary, to reflect changes agreed upon with the State and then must submit the DED to HSD. Both HSD and the Contractor must sign the final DED to indicate agreement.

Should the Contractor discover, as analysis progresses, the need to revise the DED, the Contractor must propose the desired changes to HSD and must obtain agreement on a revised DED before providing the revised Deliverable.

Step 2: Key Content Reviews. In conjunction with DED development, the Contractor must identify key points in the analysis or deliverable development process at which they will conduct collaborative Key Content Reviews (KCRs). A KCR might be done, for example, to review a methodology that will be used to perform further analysis, to review evaluation criteria or weighting schemes, to review key findings, to review assumptions or constraints that will affect analysis. Fundamentally, a KCR is a short review done to keep the Contractor's efforts and the State's expectations aligned and to identify any divergence as early in the analytical and product development process as possible. The Contractor must include collaborative KCRs in the Work Plan for each deliverable as agreed upon with the State.

Step 3: Perform Analysis and Develop Draft Deliverable. As work to develop a Deliverable is completed, the Contractor must develop a draft deliverable using the agreed-upon DED. After the draft deliverable is thoroughly reviewed, the Contractor must deliver the draft deliverable to the State for review.

Step 4: Review Draft Deliverable. The State will distribute the draft deliverable to the appropriate staff for review. HSD and/or other Stakeholder staff will review the deliverable independently, adding comments in the document. Once individual reviews are completed, the HSD Project Manager or designated representative will validate comments and provide to the Contractor.

The Contractor should anticipate that the State will require a walkthrough of the deliverables as part of the review process.

Step 5: Incorporate Comments. The Contractor must review the State comments and must create a Comment/Response Matrix with its responses; e.g., agree to incorporate requested changes, revise wording, or disagree with requested change (and rationale). If there are any changes or comments that the Contractor does not intend to address or does not understand, the Contractor must provide an updated matrix to the State in advance of updating the deliverable. State and Contractor representatives will discuss resolution of those items to arrive at an agreed-upon response to be incorporated in the draft deliverable.

Step 6: Finalize Deliverable. The Contractor must incorporate the agreed-upon changes into a final deliverable. Once the deliverable is thoroughly reviewed and revised as necessary, the Contractor must deliver the final version to HSD.

Step 7: Deliverable Acceptance. HSD staff will verify that all expected changes have been incorporated in the deliverable. Once all agreed-upon changes are verified, the HSD Project Manager will notify the Contractor that the deliverable is complete and accepted.

The timeframes for the steps required in the deliverable review processes will be finalized in the contract resulting from this procurement. The State's standard review period for a draft Deliverable is fifteen (15) business days.

3.1 Requirements

Functional Business Requirements

The Offeror must document the services and functionality that it will provide to meet the requirements of all BMS as defined by the State. The State expects that assessment of requirements will be an iterative process that will be repeated throughout the Project lifecycle.

The Contractor must perform the work necessary to provide a final set of BMS requirements necessary to configure, provide and operate all the proposed services to the State for review. The result shall integrate with the SI all-inclusive requirements traceability matrix, which utilizes JAMA[®]. The requirements work must address the items listed in this APPENDIX G Statement of Work and the requirements listed in APPENDIX H. The Contractor must follow the Project requirements processes outlined below:

1. Conducting and documenting requirements review sessions as required, including updates and creation of final documents;
2. Conducting a gap analysis of requirements to validate that the BMS met or exceeded the State's requirements;

3. Uploading documents and supporting working documents (as requested by HSD), to the HHS 2020 Document Library;
4. Adoption and utilization of the SI-defined transmission, security and integration requirements and processes throughout the life of the contract; and
5. Maintaining and sharing complete and timely system documentation for all functions performed.

3.2 Integration Plan

The Offeror must define in its proposal response its integration approach to comply with the MMISR schedule while being compliant with the standards and processes of the SI Contractor for loading or exposing data to the BMS module and for sourcing data that must be supplied prior to productive use. The Contractor must prepare an Integration Plan that at a minimum must:

- Identify new and existing data to be integrated, including a map that cites specific data sources and destinations for each field which shall take the form of an approved Data Sharing Agreement, in accordance with Data Governance directives and policies;
- Define necessary conversion and conforming algorithms;
- Define roles and responsibilities associated with data conversion/conformity and field population;
- Identify new and existing data elements in the BMS module that must be populated or exposed prior to productive use, including those elements that may not have been captured in HSD's legacy systems and sources outside the MMISR;
- Provide a plan for ensuring the BMS module is appropriately populated with all necessary data prior to productive use;
- Provide a plan for tool integration with the ESB; and
- Provide a plan for testing the converted/conformed and populated data in the BMS module for accuracy and consistency.

4. BMS Data Governance

In collaboration with the State, the Contractor must adhere to the HHS 2020 Data Governance processes as defined by the Data Governance Council (DGC) to ensure that data available through and from all BMS components is accurate, current and complete. The Contractor must participate in the DGC and adhere to all the DGC policies regarding data structure, definitions, values, exceptions, metrics and other directives. The Contractor must utilize the approved tools (e.g., Atlassian suite, Jama, Spark for Enterprise Architecture) in support of the DGC and its policies.

5. BMS Security

Security is of primary concern. The State and its Contractors are required to ensure the protection of sensitive or confidential information of facilities and personnel. The Contractor must take all necessary steps to ensure that it and its staff are made aware of the security standards that are to be enforced across the framework and within all the BMS components.

While performing work under this contract, the Contractor is responsible for compliance with:

- Addendum 14 - HHS 2020 – Security Privacy and Standards
- Addendum 21 - Security Operational Guidelines

The Contractor must integrate these activities with the security plan established by the State and SI Contractor. The Contractor must comply with and ensure compliance with all applicable business, Federal and State security, regulatory security and privacy requirements, in addition to adhering to the security standards established by the SI Contractor.

The Contractor must ensure that any controls required by CMS to attain certification are sufficiently satisfied.

6. BMS Configure and Provide BMS Components

The Contractor must configure, provide and operate all BMS components such that the proposed business services provided are fully functioning, using CMS-compliant technology and meeting the State’s business requirements throughout the life of the contract.

6.1 Configuration

Utilizing industry standards, CMS-compliant technology and services, the Contractor must perform all work necessary to configure all the BMS components. In addition, when performing this work, the Contractor must:

- Conduct configuration walkthroughs or reviews with State staff and with other Contractors as needed or as requested; and
- Plan, perform, and document testing of all configuration to meet the State’s requirements as defined in Appendix H Requirements.

6.2 Provide BMS Components

The MMISR implementation will occur in phases, with Contractors and components coming online on different schedules as opposed to a traditional single waterfall type “big bang” go-live. During this phased approach, some legacy activities will continue to be conducted by the incumbent MMIS fiscal agent. Coordination will need to occur with the modules as well as legacy vendors during the phased release. This will include at a minimum, identifying new and existing data elements in the BMS module that must be populated or exposed prior to productive use, and including those elements that may not

have been captured in HSD's legacy systems and sources outside the MMISR. The Contractor must perform all tasks required to put its services into production in accordance with the Enterprise release schedule, including, but not limited to:

- Create a baseline project plan, using an agreed-upon configuration control tool and process for each BMS component's release and scheduled release date(s) approved by the State in coordination and documented with the SI Contractor's integration schedule;
- Verify operational readiness; and
- Provide training necessary to all Contractor and Stakeholder Users.

7. BMS Testing

The Contractor must provide a comprehensive strategy and plan for the BMS module, working in collaboration with Stakeholders, adhering to the Master Test Management Plan and other Contractors where appropriate. This strategy must apply to development and implementation of the module in conjunction with other modules, legacy Contractors, and the SI, as well as ongoing change management post implementation work, which must include but is not limited to:

1. Development of detailed level test plans and procedures that have been approved by the State to test all changes prior to their implementation;
2. Periodic testing of data restoration from back-up in accordance with State requirements;
3. Performing a disaster recovery test at least annually in accordance with State and CMS requirements;
4. Using automated load, stress, and volume testing software, repeating benchmark performance tests periodically and prior to any large change to its systems or services that may impact performance;
5. Documenting problems identified through any of the tests and ensuring that timely and appropriate corrective action steps are taken to address problems and to mitigate probability of future reoccurrence;
6. Documentation of all as built environments; and
7. Distinct SIT, QAT, and UAT and additional testing environments as required by the State.

7.1 Test Plan and Scripts

The Contractor must define its approach for testing of the BMS module and obtain State approval. Prior to receiving State approval, IV&V and the EPMO will review and provide feedback to the State. The Contractor must, when developing test plans and scripts for the BMS module:

1. Document and obtain State approval of the Test Plan that:
 - a. Defines the overall testing process, including unit, system integration, User acceptance, field, regression, smoke, parallel and performance testing;
 - b. Defines the testing which will occur with the legacy system;
 - c. Defines a mechanism for tracking test performance and completion;
 - d. Defines procedures for managing the test environments, including change control;
 - e. Regularly update test data with newly de-identified data from production;
 - f. Defines procedures for assigning severity to problems encountered;
 - g. Defines reporting content and schedule;
 - h. Defines entrance and exit criteria for each round of testing; and
 - i. Defines the test schedule.
2. Create functional test scripts for full requirements traceability. These will be developed by the Contractor and will adhere to the State's quality assurance standards;
3. Generate appropriate de-identified test data, which may include live production data, that is sufficiently representative of production data to enable valid testing;
4. Prepare and maintain test environments throughout the testing process while ensuring all production data meets security standards in any testing environment;
5. Create and modify as needed automated test scripts that will provide end-to-end coverage of base functionality to be run for each release to ensure regression compatibility;
6. Schedule and coordinate testing;
7. Perform QAT and SIT;
8. Integrate and collaborate with legacy systems and the other modules including SI, to perform Security Testing (Static Application Security Testing, Dynamic Application Security Testing, etc.);
9. Support UAT for the BMS (e.g., run batch jobs, advance system clocks, run queries to provide test data);
10. Document and make available test results;
11. Work closely with the legacy system Contractor and the SI Contractor to identify and correct issues that may involve other Contractors' modules;
12. Make all necessary fixes and complete retesting;
13. Analyze test results to identify trends or issues;
14. Report to the State on testing (e.g., issues, pass/fail rate, status against planned testing); and
15. Receive State approval of test results prior to implementation.

7.2 Tested Software

The Contractor must ensure that its Solution as configured is ready for business use. The State, its Stakeholders, the EPMO, and the IV&V Contractor will participate in any required system testing and conduct User acceptance testing sufficient to ensure that all functions and components of the Contractor's Solution are performing acceptably. The Contractor must provide documentation to the State for approval of completed testing. The State will perform and evaluate testing and if satisfactory, will certify the software as functionally ready for use.

7.3 Load/Volume/Stress Testing Report

The Contractor must conduct volume/stress testing as directed by the State and document the results of performance testing. Stakeholders will participate in volume/stress testing to ensure that the Contractor's Solution can perform adequately with anticipated volumes of queries, reports and other transactions. The completed load/volume/stress testing must include and document:

1. The overall load/volume/stress testing process including frequency;
2. The load/volume/stress testing results;
3. Recommendations for optimizing system performance; and
4. Improvements made to tune the system for optimal performance.

8. BMS Enterprise Project Management

Upon contract award, the Contractor must adopt and comply with the HHS 2020 Enterprise project management processes and standards. The Contractor's project management activities must be coordinated with the HHS 2020 EPMO. The Contractor shall integrate with MMISR Project-wide processes and standards so that a single, effective approach to understanding, managing and communicating information about the Project is possible by all Stakeholders. HSD hosts and maintains a secured SharePoint principal repository (the HHS 2020 Document Library) that encompasses documentation for HHS 2020. All documents related to procurement and to subsequent service delivery will reside in the Document Library.

The Contractor must post to the HHS 2020 Document Library all documents, including payment deliverables and work products related to the procurement and to the subsequent service delivery. The Contractor must post to the HHS 2020 Document Library all documents defined in Appendix H, outlined in the schedule, and associated with work under the contract resulting from this procurement.

9. BMS Staffing

The Contractor must provide the staff required to meet the State's requirements for providing all BMS components. The Contractor must include a project manager, certification lead and a lead for each BMS component. The Contractor must assign and utilize staff with the requisite skills to successfully execute all work required under the BMS contract. The Contractor must ensure that all applicable background check requirements are satisfied for staff.

1. The Contractor must manage staff performance throughout assignment to the Project and promptly address any issues, including issues raised by the State, regarding work quality, behavior, accessibility, responsiveness, etc.
2. Every individual assigned to the Project must comply with HSD training requirements and follow HSD policies and procedures.
3. The Contractor must report quarterly to HSD (using an HSD-provided template) key personnel assigned to the contract, including start date, role, location and compliance with training requirements and access status (e.g., HSD security badge, email address).
4. The Contractor must implement a consistent and thorough on-boarding process to introduce new staff to ensure that individuals are fully oriented to the vision, environment, goals, status, tools, training requirements and security requirements needed to understand the Project, services, requirements and State and Contractor expectations.
5. The Contractor must ensure staff complete HSD-required training in a timely manner and that they receive all other training that may be needed to successfully perform its respective roles.
6. The Contractor must implement a consistent transition process to ensure that when an employee or contractor leaves the Project all pertinent work materials are stored in the HHS 2020 Document Library, equipment is returned, an HSD Security Access Request (SAR) Form is completed to ensure security access is revoked, their HSD badge is returned and knowledge transfer is accomplished to minimize the adverse impact as staff transitions off the Project.
7. All Contractor staff must comply with all applicable Federal and State security requirements.
8. No Contractor or subcontractor staff may access, view or receive State data offshore.

9.1 Key Personnel

The term “Key Personnel” means Contractor’s staff agreed upon by the State and the Contractor to be both instrumental and essential to the Contractor’s satisfactory performance of services requirements. The Contractor must base its Key Personnel staffing model on its detailed project management plan and schedule. The Contractor must consider the changing needs of the Project by phase (as identified in the Medicaid Enterprise Certification Lifecycle) for BMS when developing the staffing model. Additionally, the Contractor must maintain a stable Key Personnel team for the duration of the contract.

The Offeror must describe in its proposal the scope and responsibilities of each Key Personnel position(s), the name, title, skill set, experience and location by phase. Offeror’s proposal submission must include a resume for each position proposed.

The Offeror shall propose a staffing plan and listing of Key Personnel positions, including Certification, that it believes is appropriate and necessary to implement its services. The Offeror also must identify Key Personnel of subcontractors, providing the same information as that for its own Key Personnel.

While the State acknowledges that the Contractor may split staff across clients and projects, Offeror must provide assurance that the Project task, schedules and quality of work required of the Contractor as described in this RFP will not be negatively impacted by the sharing of Contractor staff across clients or projects.

9.2 Additional Key BMS Personnel Requirements

Offeror must propose staff that meet the following requirements:

1. The Project Manager must be an employee of the Contractor at the time the Offeror submits a proposal in response to this RFP;
2. All other Key Personnel included in Offeror's proposal must be current employees of the Offeror or of its identified subcontractor(s) or must have a signed statement of commitment from the individual to join the Offeror's organization no later than the planned contract start date;
3. All Key Personnel must be committed for the initial year of the contract performance period. The State may assess liquidated damages per business day for each business day beyond the thirty (30) calendar days allowed for replacement of a Key Staff position, until such time that the key staff is required for project purposes;
4. The Contractor must request no substitutions of Key Personnel within the first sixty (60) days of the contract unless such substitutions are made at HSD request or they are necessary due to sudden illness, death, resignation or other reasons to which HSD may or may not approve; and
5. Changes to proposed Key Personnel positions, staff and responsibilities are allowed only with prior written permission from HSD.

While the Contractor must make every effort to maintain a stable Key Personnel team for contract duration, the Offeror must acknowledge that HSD has the right to refuse any replacement, substitution or reassignment of duties for Key Personnel. Prior to making any such changes, the Contractor must obtain written approval of the change from HSD. In all instances, qualifications of replacement staff must be comparable to or better than those of the individual that is being replaced or whose duties are being reassigned.

HSD retains the right to approve or disapprove proposed staffing and to require the Contractor to replace specified Contractor employees or those of subcontractors. All Contractor staff and the staff of subcontractors must perform their work in the United States; no off-shoring of any work under this contract is allowed.

9.3 Logistical Requirements

The State requires that the Contractor maintain a physical site located within seventy-five (75) miles of Santa Fe, New Mexico. At a minimum, staff in this location shall include the Project Manager and staff supporting customer service functions, and coordination with other module Contractors. The final location of the Contractor's New Mexico facility must be approved by the State.

Work Hours and HSD Broadband Connection

- Business hours for the State of New Mexico are Monday through Friday, 7:30 AM through 5:30 PM Mountain Time (MT) except for State holidays. Contractor staff shall be available throughout normal NM business hours.
- If needed, Contractor may request and the State shall provide at Contractor's expense a broadband circuit to the Contractor, enabling connectivity to the HSD network.
- To ensure security vulnerabilities are not introduced from the Contractor to the HSD network, the Contractor shall comply with all HSD and DoIT security controls, including but not limited to timely implementation of system patches, separation of any wireless network, maintaining up-to-date antivirus protection and implementing perimeter firewalls.

9.4 Benefit Management Services Stakeholder Collaboration

The HHS 2020 and the MMISR Project involves a wide range of Stakeholders. While the SI Contractor is responsible for coordinating an integrated approach to Stakeholder collaboration, the Contractor must collaborate with, participate in meetings with and otherwise coordinate with Stakeholders as required and necessary to complete work under the contract resulting from this procurement.

10. BMS Training

The Contractor shall develop appropriate training documentation, in accordance with CMS EPLC requirements (e.g., Enterprise Life Cycle, Enterprise Performance Life Cycle, Expedited Life Cycle), for all BMS components. The Contractor shall provide knowledge transfer to the Stakeholders as required.

10.1 Training Plan

The Contractor must define an innovative approach and schedule for end-User and technical systems operation/configuration/administration training. The Contractor's Training Plan must address not only use of its services but provide training in new techniques that will enable Stakeholder Users to perform required functions. The Contractor must assure that providers receive the training and technical assistance required to use the BMS components. Examples include:

- Regular provider and staff training;

- Technical assistance for payment related issues;
- Targeted provider outreach, including to Tribes, Pueblos and the Indian Health Service;
- Targeted outreach to Behavioral Health or other special providers; and
- Bulletins and educational materials to be available to provider communities and associations.

The Contractor must provide to the State and implement a Training Plan that includes at a minimum:

- A. Outlines the proposed classes and curriculum for each in-person and online class;
- B. Provides a content outline to guide development of online (e.g., self-led tutorials, learning management systems [LMS], distance eLearning, instructor led (WebEx) training and classroom materials;
- C. Identifies attendees and instructors;
- D. Provides a training schedule and sign-up capability;
- E. Provides role-based User training and support;
- F. Describes the process for accessing Contractor SMEs for training assistance; and
- G. Provides a mechanism for tracking completion of training and assistance.

10.2 Training Materials

The Contractor must provide, Americans with Disabilities Act (ADA) 508 compliant, content and materials in agreed-upon languages (e.g., Spanish at a minimum) and formats (e.g., online, printed) with State approval for each training tailored to the BMS configuration, contents and use.

10.3 Business User Manual

The Contractor must provide and make available online a Business User Manual to guide Stakeholder staff with the use of all BMS. The Contractor must provide online help (e.g., Screen Tip, hyperlinks to other documents, keyword search, chat, tool tips, definitions page, User guide, policy guidance, hover over help) and documentation that supports Stakeholder-specific business use of the BMS tools and provides guidance to end Users in correct execution of User-performed application maintenance and report configuration activities.

The Business User Manual must be delivered no less than thirty (30) days prior to User Acceptance Test (UAT).

11. BMS Support and Maintenance

The Contractor is required to provide all the support necessary to operate and maintain its business services over the contract life, including creating and maintaining required

documentation and upgrading systems as necessary to maintain peak performance of business services. The Contractor shall:

- Ensure that its services (including all BMS components) are available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, for 99.999% of the time except for agreed-upon maintenance windows;
- Provide appropriate tier level support as defined in the contract via a help desk function available during all State business hours for Users and for other Contractors to address questions or issues involving BMS and interaction across the MMISR Solution; and
- Comply with service levels requirements (e.g., response times, resolution times, performance levels, issue resolution and prevention) agreed upon with the State and plans for expanded service capacity as required (see APPENDIX K – HHS 2020 Performance Measures).

11.1 Operational Stabilization Plan

The Contractor must provide to the State a detailed task plan, including a readiness checklist and resource assignments, to support moving BMS into production.

The go-live task plan must be delivered hundred twenty (120) days before deployment and be updated after the last UAT is complete, based on lessons learned from UAT.

11.2 BMS in Operational Use

The Contractor must provide all functioning BMS configured to meet the State's functional requirements, loaded with data per the Conversion Plan and updated regularly from source systems per the SI Interface Management Plan.

The Contractor must coordinate with the SI Contractor to ensure all BMS components adhere to MMISR technical standards and integrate with the other modules within the MMISR Solution. Changes to the BMS Solution may not be made without the approval of the State and sufficient testing to ensure that the modifications operate correctly without negatively affecting the other MMISR modules. The BMS Contractor must coordinate with the State, SI Contractor and other Contractors throughout the operation and maintenance of its Solution.

11.3 BMS Business Services Support

The Contractor must provide the State with ongoing BMS support to include troubleshooting and problem resolution. The Contractor must adhere to the SLAs defined in APPENDIX K-HHS 2020 Performance Measures.

11.4 Performance Analysis and Reporting

The Contractor must conduct performance monitoring utilizing tools and reporting that comply with SI and EP MO tools. Performance metrics include, but are not limited to, the SLAs defined in APPENDIX K -HHS 2020 Performance Measures.

11.5 BMS Quality Management Plan

The Contractor must submit a Quality Management Plan (QMP) for the business services that will integrate with the SI Master Quality Management (QM) and Quality Assurance Plan (QAP).

The Contractor's State-approved QMP must be a guide to an active, independent QM program throughout the contract life. The QMP must include, but is not limited to, the following:

- A. Reporting progress to the State regarding project corrective action plans (CAPs) on all deficiencies identified by the QM staff;
- B. Conducting work groups to support and proactively engage in Continuous Process Improvement (e.g., streamlining costs, reducing risks, streamlining processes, increasing efficiency) and to measure and report on effectiveness of new approaches or processes; and
- C. Regular reporting on QM activities, including but not limited to, work performed, detailed analyses of QM findings, statistics related to the findings and CAP and statuses.

11.6 Optimized the BMS Platform

The Contractor must suggest and implement State-approved improvements to achieve optimal performance. The Contractor must complete service and system optimization and document improvements made for optimal performance within State, EPMO and module Contractor agreed upon timelines. In addition, the Contractor must ensure that the hardware and software components of its Solution remain under vendor support and, at no additional cost to the State, must upgrade to a supported release prior to any hardware or software version falling out of vendor support.

12. BMS Business Continuity, Disaster Recovery and Backup

The BMS and the MMISR Solution as a whole are mission critical systems for the State. For that reason, continuity of operations is essential. The BMS proposed services must maintain availability 24 hours a day, 7 days a week, 365 days a year for 99.999% of the time except for agreed upon maintenance windows.

The Contractor must achieve a Recovery Point Objective (RPO) of five (5) minutes. This is applicable to the BMS module only, however, Contractor is responsible for integration with the SI Platform. All database components of the BMS module must be restored within sixty (60) minutes of declaration of disaster.

12.1 Business Continuity

The Contractor must develop, document, coordinate and implement a comprehensive Business Continuity Plan that complies with State and Federal standards, integrates with the SI Contractor's consolidated Business Continuity and Recovery plan, and commits the Contractor to the following:

1. Identifies essential organizational missions and business functions and associated contingency requirements;
2. Provides recovery objectives, restoration priorities, and metrics;
3. Addresses contingency roles, responsibilities, assigned individuals with contact information;
4. Addresses maintaining essential organizational missions and business functions despite an information system disruption, compromise, or failure;
5. Addresses eventual, full information system restoration without deterioration of the security safeguards originally planned and implemented.

12.2 Disaster Recovery and Backup

In accordance with the requirements found in APPENDIX H, the Contractor must develop, document, coordinate and implement a comprehensive Disaster Recovery Plan that includes a secondary DR site. This Plan must address all CMS, DoIT, HSD and other applicable State requirements. The Contractor must update this Plan quarterly at a minimum, with any required changes to its architecture, application inventory, procedures and processes. The DR Plan must be tested at least annually with documented results.

The Contractor must perform and manage all system backup activities in accordance with the State's policies and requirements, including regular testing of restore procedures and performing capacity management related to backup files. The Contractor also must plan, lead and document an end-to-end disaster recovery exercise at least annually and participate in the Enterprise end-to-end disaster recovery exercise that includes failover of all components with the results provided to the State within thirty (30) days.

The Contractor must develop, document, coordinate and implement a comprehensive Disaster Recovery Plan that both integrates with the SI Contractor's consolidated Disaster Recovery plan and process and commits the Contractor to the following:

1. Performance and storage of incremental and full system backups in accordance with State backup and retention policies;
2. Development, documentation, coordination and implementation of a comprehensive Disaster Recovery Plan that includes a secondary DR site and addresses all CMS, DoIT, HSD and other applicable State requirements;
3. Performance and management of all system backup activities in accordance with the State's policies and requirements, including regular testing of restore procedures and performing capacity management related to backup files;
4. Planning and leading an end-to-end disaster recovery exercise for all BMS components at least annually and participate in the Enterprise end-to-end disaster recovery exercise that includes failover of all components;
5. Compliance with State and Federal document retention requirements;
6. Maintenance of a secure and fully replicated recovery version of its Solution;

7. Disaster avoidance, critical partner communications, and execution of appropriate business continuity and disaster recovery activities upon discovery of a failure;
8. Timely recovery after a failure, with the ability to successfully roll back to a previous state based upon State-defined timelines;
9. Use of all necessary means to recover or generate lost system data (at Contractor's expense) as soon as possible, but no later than one (1) calendar day from the date the Contractor learns of a loss;
10. Catastrophic failure recovery, disaster recovery, backup (with off-site storage) and rapid failover redeployment, including all stored data;
11. Meeting Recovery Point Objectives (RPO) as defined by the State to ensure that no data within the RPO window will be lost;
12. Meeting Recovery Time Objectives (RTO) as defined by the State to ensure that its Solution is available within that timeframe; and
13. The BCP must comply with CMS requirements and the SLAs defined in APPENDIX K - HHS 2020 Performance Measures.

13. BMS Transition Planning and Management

A smooth and successful transition requires true collaboration and effective communication amongst the State, Stakeholders and the Contractor. Upon request, or at least one hundred and twenty (120) days before the contract ends, the Contractor must develop and submit a BMS Transition Plan that includes, at a minimum:

- Proposed approach to transition;
- Transition tasks and activities;
- Personnel and level of effort in hours;
- Transition schedule, including tasks and activities, start and end dates of each, dependencies, milestones and resources;
- List of all BMS documentation and schedules for updating documentation before transition; and
- Any requirements for State or other MMISR Contractor participation.

The BMS Transition Plan must take into consideration HSD provided and other applicable State or Enterprise requirements. After the State has agreed to the Contractor's BMS Transition Plan, the Contractor must implement the plan to transition the BMS module to the State or to another Contractor, as required.

14. BMS Certification

Contractor shall collaborate with HSD and the MMISR IV&V Contractor through the CMS MMIS certification process including but not limited to the following:

1. Ensure that the BMS module meets CMS certification requirements;
2. Comply with applicable CMS MMIS MECT checklist System Review Criteria for the BMS module per Addendum 18 in the procurement library;
3. Provide the necessary BMS artifacts and evidence for CMS Operational and Final Milestone reviews as defined in the State's Certification Plan;
4. Work with HSD and the MMISR IV&V Contractor to review the BMS artifacts and evidence and update the documentation if needed; and
5. As part of weekly and monthly status report, provide update on BMS Certification activities.

Contractor shall refer to CMS Certification guidelines, updated August 2018, at <https://www.medicaid.gov/medicaid/data-and-systems/mect/index.html>.

Contractor is responsible for the following Certification Activities during all Milestone Reviews:

1. Coordinate preparation for BMS Certification activities and artifacts;
2. Respond to questions from the State, IV&V or CMS for BMS components;
3. Resolve issues that prevent the State from receiving certification based upon components of the BMS Module; and
4. Perform required certification activities as necessary for the BMS Components.

APPENDIX H – BMS DETAILED REQUIREMENTS

The Contractor (“Contractor”) for this NM MMISR module and services procurement must ensure that its Business Services meets all applicable State and Federal requirements and standards, including but not limited to those listed in this APPENDIX and those in APPENDIX G. The requirements contained herein will extend through the life of the Project and the BMS Contract issued pursuant to this RFP. The RFP is intended to provide clarity of the State’s vision for the Project. Offerors must consider the entire RFP when providing responses to the requirements listed herein. As this procurement is for BPO services the Offeror must review the list of SLAs in Appendix K - BMS Performance Measures and indicate ability to comply with this preliminary list of SLAs and LDs.

Offerors must respond to the requirements in a requirement/response format and **must** present its cross-referenced response to the requirements in the order in which they are presented below. Offerors also must provide additional information for each applicable requirement:

- Product Type (Saas, Paas, COTS, OS, ECS, NCS), Product Type values mean:
 - SaaS – Software as a Service
 - PaaS – Platform as a Service COTS-Commercial Off the Shelf
 - OS – Open Source Solution
 - ECS – Existing Custom Solution (Offeror already has a custom solution)
 - NCS – New Custom Solution (Offeror does not have a custom solution but recommends and commits to developing a custom solution)

- Currently Deployed (YesMMIS, Yes, NoDDI, No). Currently Deployed values mean:
 - YesMMIS – Yes, deployed in an MMIS
 - Yes – Yes, deployed in other than an MMIS
 - NoDDI – Not deployed but in DDI phase MMIS or other
 - No – Not deployed or in DDI

- Security Tested status (12, 12+, No). Security Tested values mean:
 - 12 – Yes it has been security tested and passed within the last 12 months (MMIS or other deployment)
 - 12+ – Yes it has been security tested and passed in greater than the last 12 months (MMIS or other deployment),
 - No – No it has not been security tested and passed in any deployment.

Offerors will note that instead of the typical historical MMIS requirements that specify the manner and process by which things are to be done, the requirements contained herein have been written to focus on desired outcomes; e.g., instead of a “how” focus, the focus is on “what.” The State is not dictating Offeror’s Business Services; it is interested in securing a Contractor for the BMS component who brings leading edge service capability that responds to the State’s goals and desired outcomes and which offers change improvement coupled with low risk. Offerors should understand that a request for “description of how its services....” is in effect a performance requirement and an expectation of the Offeror’s Business Services. CMS shares our desire to have BMS that foster best-in-breed services for the state MMIS, with the

selected Contractor responsible for successful integration of the chosen services and infrastructure into a seamless service. The State seeks a Contractor that will enable the State and CMS to achieve that goal through improved performance, adaptability, use of open APIs, more comprehensive services and leveraged experience from similar projects elsewhere.

Prior to preparing proposals in response to this procurement, Offerors are expected to review the System Integrator, Data Services, Quality Assurance, Consolidated Customer Service Center and Financial Services module RFPs as well as the related questions and answers (Q&A's) and addendums for the respective RFPs which may be found at the Open Requests for Proposals (RFPs) site

<https://www.hsd.state.nm.us/LookingForInformation/open-rfps.aspx>

and Closed Requests for Proposals (RFPs) site

<https://www.hsd.state.nm.us/LookingForInformation/closed-rfps.aspx>.

Requirements can be found on the following pages.

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Table 6 - Member Management Requirements
The Requirements below are for Member Management

Category	ID	Requirement
Member Management	1.01	Offeror shall describe how its services deliver an Enterprise Member Management service that is flexible and configurable with functionality which captures, manages and maintains accurate current and historical Enterprise Medicaid and non-Medicaid Member data, while providing the ability for State staff or authorized Users to inquire on and utilize the data.
Member Management	1.02	Offeror shall describe how its proposed services will integrate with the Care/Case Management Solution (C/CMS) as appropriate to develop a complete view of the services provided to and accessed by Members.
Member Management	1.03	Offeror shall describe how its proposed services track and provide an audit trail for security approved inquiries, additions, modifications or request on Member data, including date, time and source.
Member Management	1.04	Offeror shall describe how its proposed services create, maintain, track and update Early and Periodic Screening, Diagnostic and Treatment (EPSDT) records with the ability to trigger generation for initial and follow up EPSDT notices based on State-defined periodicity schedules.
Member Management	1.05	Offeror shall describe how its proposed services monitors, provide data and metrics on utilization, performance and outreach for EPSDT Members served by the Managed Care Organization (MCO)s and Fee-For-Service (FFS) members.
Member Management	1.06	Offeror shall describe how its proposed services incorporates EPSDT records for Members served by MCOs with the FFS members EPSDT data for federal reporting purposes and make such information available to the DS Contractor.
Member Management	1.07	Offeror shall describe how its proposed services maintain, for each member's EPSDT record, current and historical EPSDT screening results, referrals, diagnoses, and treatments for abnormal conditions identified during the screenings.

Category	ID	Requirement
Member Management	1.08	Offeror shall describe how its proposed services integrate with the Customer Communication Management (CCM) to generate and distribute, Member related correspondence and documents.
Member Management	1.09	Offeror shall describe how its Member Management services integrate with the Enterprise Master Data Management (MDM) service to receive and provide Member demographic data, ensuring that data quality objectives are met or exceeded in accordance with Data Governance policies on Member data.
Member Management	1.10	Offeror shall describe how its proposed services provide role-based access to Member data that complies with the State and Federal security standards
Member Management	1.11	Offeror shall describe how its proposed services will deliver targeted messaging to Members and potential Members on programs, services, wellness, access to Providers and care.
Member Management	1.12	Offeror shall describe how its proposed services use surveys to gather Member feedback and identify and configure any appropriate next steps/actions based upon feedback.
Member Management	1.13	Offeror shall describe how its Member Management services will integrate with the Unified Portal (UP) and Consolidated Customer Service Center (CCSC) to provide outreach (e.g., social media, web banners, newsletters, push notifications surveys, emails, and other communication mechanisms).
Member Management	1.14	Offer shall describe how its proposed services will support multiple languages as directed by the Enterprise to meet the needs of members, potential members and their decision makers whose primary language is not English.
Member Management	1.15	Offeror shall describe how its proposed services will deliver service materials and messaging when addressed to specific population and use Community Partners for outreach.
Member Management	1.16	Offeror shall describe how its proposed services provide support with educational communication and assist with

Category	ID	Requirement
		building community-based outreach with Stakeholders and Community Partners.
Member Management	1.17	Offeror shall describe how its services supply the tools, services and functionality to enable it and the State to comply with the pertinent CMS MECT SRC requirements.

Table 7 - Provider Management Requirements
The Requirements below are for Provider Management.

Category	ID	Requirement
Provider Management	2.01	Offeror shall describe how its proposed services evaluate and report on provider networks to ensure an efficient mix of services are made available within the state, respond to provider availability inquiries and provide assistance to the State in outreach to mitigate gaps in access to care to improve performance measures.
Provider Management	2.02	Offeror shall describe how its proposed services conduct outreach to unenrolled and non-participating providers with the goal of enrolling them as New Mexico Medicaid providers.
Provider Management	2.03	Offeror shall describe how its proposed services securely collect, update, process and maintain Enterprise defined provider information initially and as changes occur.
Provider Management	2.04	Offeror shall describe how its proposed services allow a provider who wishes to participate in the Medicaid Fee-For-Service (FFS) and/or managed care program to submit a single application to initiate the enrollment process that electronically collects and processes the information needed to support provider screening, verification, enrollment and re-enrollment.
Provider Management	2.05	Offeror shall describe how its proposed services receive updated information from each Managed Care Organization (MCO) on contracted and terminated providers, identifying contracted providers as in-network or out-of-network, so that Provider Management has a current record of all participating FFS and MCO providers.
Provider Management	2.06	Offeror shall describe how its proposed services securely meet Affordable Care Act (ACA) and other screening rules for initial provider applications and manages date-specific provider demographic information and participation status specific to each Enterprise agency and program. Offeror shall acknowledge its responsibility to collect such other items as

Category	ID	Requirement
		the State may require for effective provider enrollment and management for the respective Enterprise programs.
Provider Management	2.07	Offeror shall describe how its proposed services utilize the results of provider screenings performed by Medicare contractors, Medicaid agencies, and Children's Health Insurance Programs (CHIP) of other states to identify adverse actions against providers seeking to enroll or re-enroll in New Mexico's programs.
Provider Management	2.08	Offeror shall describe how its proposed services comply with Federal, State and Enterprise requirements for provider screening, enrollment, and data collection (including provider application fees as may be approved by the State).
Provider Management	2.09	Offeror shall describe how its proposed services provide the ability for providers to complete, save and submit New/Renewal Provider Applications.
Provider Management	2.10	Offeror shall describe how its proposed services perform checks on submitted New/Renewal Provider Applications for incomplete/invalid information.
Provider Management	2.11	Offeror shall describe how its proposed services alert service providers of incomplete/invalid information on New/Renewal Provider Applications.
Provider Management	2.12	Offeror shall describe how its proposed services provide the ability for State staff to access, review and approve/deny submitted New/Renewal Provider Applications.
Provider Management	2.13	Offeror shall describe how its proposed services update provider record with information from New/Renewal Provider Applications.
Provider Management	2.14	Offeror shall describe how its proposed services generate a Provider Agreement when required by the sponsoring Enterprise agency according to business rules defined by the agency and information from New/Renewal Provider Applications.
Provider Management	2.15	Offeror shall describe how its proposed services provide the ability for the provider to electronically sign Provider Agreement.

Category	ID	Requirement
Provider Management	2.16	Offeror shall describe how its proposed services provide the ability for the application to be routed to other agencies for review and approval and notify Human Service Department (HSD) of newly-approved applications.
Provider Management	2.17	Offeror shall describe how its proposed services capture, validate, and maintain required provider data that is subject to Enterprise data retention policies.
Provider Management	2.18	Offeror shall describe how its proposed services capture and validate the National Provider Identifier (NPI) of applicants using the National Plan and Provider Enumerator System (NPES), and how identification numbers assigned to atypical providers do not duplicate any number assigned by NPES.
Provider Management	2.19	Offeror shall describe how its proposed services provide the front-end capability to determine if more than one Enterprise provider record exists (including MDM integration), and in such cases, flag and automatically route such records for review and merging of data into one record while maintaining the history of multiple ID number submissions.
Provider Management	2.20	Offeror shall describe how its proposed services allow providers to securely submit requests via multiple media for update, recertification, termination or cancellation of their provider agreement, including contacting the CCSC.
Provider Management	2.21	Offeror shall describe how its proposed services perform initial and ongoing automated monitoring of required training, license/certification, sanction and moratorium information (including State-imposed and provider-requested ["Self-Imposed"] moratoria) and conduct background checks for all providers based upon Enterprise configurable business rules.
Provider Management	2.22	Offeror shall describe how the workflows and tools of its proposed services integrate with Integration Platform (IP) workflow and Enterprise Content Management (ECM) services to store or retrieve electronic pictures and other biometric identifiers of providers and members.

Category	ID	Requirement
Provider Management	2.23	Offeror shall describe how its proposed services integrate with the IP to provide configurable approval workflows. Offeror shall describe its proposed workflow timetables for review and decision on provider application, enrollment, eligibility and recertification applications, for provider updates, for identification of missing materials, for electronic notification to providers, and for reconciliation of provider record update errors.
Provider Management	2.24	Offeror shall describe how its proposed services utilize the Enterprise Master Provider Index (MPI) to uniquely identify and track each provider, allowing for the association of multiple standardized and State-defined identifiers, attributes, qualifiers and relationships.
Provider Management	2.25	Offeror shall describe how its proposed services identify and track provider insurance coverage information and policy data for all mandated insurance as defined for each provider type.
Provider Management	2.26	Offeror shall describe how its proposed services ensure that providers are qualified to render specific services by verifying and monitoring licenses, certifications, trainings, provider agreement qualifications, sanction and moratorium information, including providing notice to the appropriate Enterprise staff when it learns of adverse actions or other circumstances that jeopardize participation in Enterprise programs or which should be cause for termination or suspension.
Provider Management	2.27	Offeror shall describe how its proposed services ensure that the appropriate category (taxonomy, provider type, specialty and subspecialty) are recorded in a provider’s record and related credentials are validated.
Provider Management	2.28	Offeror shall describe how its proposed services integrate with the Enterprise to provide real-time provider enrollment data, including status, to Enterprise programs.
Provider Management	2.29	Offeror shall describe how its proposed services accept and store provider files received through the IP from a variety of

Category	ID	Requirement
		sources. Offeror should indicate the sources of provider data currently implemented within a similar sized deployment.
Provider Management	2.30	Offeror shall describe how its proposed services manage multiple date-specific location address types for a provider, including mailing, billing and physical addresses. The Offeror must specify current address data types available and implement Enterprise approved address data type standards.
Provider Management	2.31	Offeror shall describe how its proposed services execute participation agreements, scopes of work and Business Associate Agreements (BAA) based upon program rules.
Provider Management	2.32	Offeror shall describe how its proposed services capture and maintain a provider's electronic claim submitter status and related information.
Provider Management	2.33	Offeror shall describe how its proposed services facilitate electronic submission of provider enrollment applications, Medicaid claims and non-Medicaid payment request forms to providers for non-Medical providers to those in need of assistance, such as Native American providers, providers of small size or in remote areas, and those without a history of connectivity.
Provider Management	2.34	Offeror shall describe how its proposed services validate and maintain the identification of multiple provider attributes with appropriate date spans. Offeror must specify the current attributes captured by its proposed services and acknowledge that only Enterprise-approved changes to the attribute types will be implemented.
Provider Management	2.35	Offeror shall describe how its proposed services process provider facility pre-screening and reassessment activity per State and Federal guidelines.
Provider Management	2.36	Offeror shall describe how its proposed services provide a filterable, unlimited, free-form notes field at the base provider level that displays the user, date and time notes were entered.

Category	ID	Requirement
Provider Management	2.37	Offeror shall describe how its proposed services make the distinction between servicing, billing, referring and prescribing providers as it relates to NPI.
Provider Management	2.38	Offeror shall describe how its proposed services support Enterprise configurable indicators for enhanced payments to providers based on such criteria as provider type, location or program.
Provider Management	2.39	Offeror shall describe how its proposed services track provider application and enrollment statistics accurately for reporting purposes. Offeror shall describe the workflow reporting tools and reports of its proposed services.
Provider Management	2.40	Offeror shall describe how its proposed services report accurate provider status and date ranges associated with that status as either "active" or "inactive".
Provider Management	2.41	Offeror shall describe how its proposed services identify critical enrollment providers and make them a priority by performing provider eligibility determination within twenty-four (24) hours of application. Offeror shall acknowledge that the State will define critical enrollment providers, such as Tribal 638 and Health Home providers.
Provider Management	2.42	Offeror shall describe how its proposed services register out-of-state providers for enrollment.
Provider Management	2.43	Offeror shall describe how its proposed services enroll non-Medicaid providers who render services to clients of other Enterprise programs and eliminate unnecessary enrollment requirements for such providers.
Provider Management	2.44	Offeror shall describe how its proposed services perform Enterprise approved mass updates to provider information.
Provider Management	2.45	Offeror shall describe how its proposed services allow providers to electronically submit applications, updates, attachments and materials missing from an initial application.

Category	ID	Requirement
Provider Management	2.46	Offeror shall describe how its proposed services allow for approval of a provider for specific counties or programs and for a set time span and, based upon State defined business rules, refers the application to the appropriate State agency for program approval.
Provider Management	2.47	Offeror shall describe how its proposed services initiate, capture and track the fingerprint based criminal background check results for State and Federally identified “high risk” providers and the direct and indirect ownership interests of the provider.
Provider Management	2.48	Offeror shall describe how its proposed services track pre-enrollment and post-enrollment site visits for providers, including determining whether a Medicare or DOH site visit has occurred (potentially making another site visit unnecessary) and recording such site visit data in the provider record.
Provider Management	2.49	Offeror shall describe how its proposed services utilize a configurable electronic risk scoring system that automatically alerts the State to potential problem providers.
Provider Management	2.50	Offeror shall describe how its proposed services allow State-specified users to conduct robust searches of provider records and materials using multiple search criteria.
Provider Management	2.51	Offeror shall describe how its proposed services capture, validate, maintain and monitor, through electronic means, IRS income reporting numbers including Federal Employer Identification Number (EIN) and Social Security Number (SSN) as well as other financial information that may be required. Offeror shall acknowledge its responsibility to capture EFT information at the time of enrollment and recertification and, unless otherwise directed by the Enterprise, not approve the provider for participation unless EFT fields are completed and validated.
Provider Management	2.52	Offeror shall describe how its proposed services verify and communicate real-time provider eligibility to the FS and

Category	ID	Requirement
		MCOs via the ESB for use in claims and other transaction processing.
Provider Management	2.53	Offeror shall describe how its proposed services identify, monitor, update and generate enrollment in the provider network(s) in which the provider is participating, including status, enrollment start, effective and end dates for the specific location by network affiliation and/or program.
Provider Management	2.54	Offeror shall describe how its proposed services capture, validate, reconcile and monitor the unduplicated members assigned to a provider and determine any applicable administrative fees.
Provider Management	2.55	Offeror shall describe how its proposed services maintain date-specific service indicator segments and other provider-specific factors related to reimbursement including non-traditional reimbursement methodologies such as value-based payments and volume purchase contracts.
Provider Management	2.56	Offeror shall describe how its proposed services monitor and track Presumptive Eligibility Determiner (PED) training and certification, including required comprehension test score requirements, and monitor and track PED performance.
Provider Management	2.57	Offeror shall describe how its proposed services make information about enrolled providers and associated practice details available to the public, including members, other providers, MCOs, external organizations and associations, and the general public, how such information will be made available, and related security considerations.
Provider Management	2.58	Offeror shall describe how its proposed services provide data to the Enterprise to identify irregular enrollment activity or excessive grievance and appeal activity.
Provider Management	2.59	Offeror shall describe how its proposed services track and report on the screening of new and updated provider applications. Offeror shall describe how its services ensure that it consistently captures and screens for mandatory certification data and takes all appropriate steps to ensure that Medicaid

Category	ID	Requirement
		providers are identified as being in the FFS program or an MCO, and if the latter, the specific MCO(s) in which they are participating.
Provider Management	2.60	Offeror shall describe how its proposed services identify and collect information to generate reports to monitor providers that have been sanctioned by any other oversight entity, including Medicare, other state Medicaid programs, licensing or certification boards, State Agencies, and Federal Agencies, or have been listed in Abuse Registries or reported to the National Practitioner Data Bank.
Provider Management	2.61	Offeror shall describe how its proposed services provide configurable indicators for certification and recertification by Enterprise agencies and programs.
Provider Management	2.62	Offeror shall describe how its proposed services capture and identify provider indicators that impact claim processing, including rate differentials, special certifications and value-based routing.
Provider Management	2.63	Offeror shall describe how its proposed services enable NM Title IV-D Program providers to electronically provide all required information, receive and respond to income withholding orders, receive and respond to National Medical Support Notices, transmit payments to the program, submit New Hire Reports and meet all other relevant Title IV-D requirements, including being a part of the NM DoIT's Online Business Services Portal (OBSP).
Provider Management	2.64	Offeror shall describe whether its proposed services perform electronic professional licensure board data matching, and how it will facilitate such arrangements in NM.
Provider Management	2.65	Offeror shall describe how its proposed services enable providers to be placed on a participation moratorium, by date segment, in specific programs pursuant to direction of authorized Enterprise program officials.

Category	ID	Requirement
Provider Management	2.66	Offeror shall describe how its proposed services enable an Enterprise program to designate a provider as a Primary or Secondary Provider and how the services carry such designation in the provider’s record.
Provider Management	2.67	Offeror shall describe how its proposed services ensure that an indicator is placed on the record of Indian Health Service (IHS) and Tribal 638 Providers indicating that they are such providers and therefore processed and/or paid at a different rate from other providers.
Provider Management	2.68	Offeror shall describe how its proposed services use consistent provider naming conventions to differentiate between first names, last names, and business or corporate names and to allow flexible searches based on the provider name.
Provider Management	2.69	Offeror shall describe how its proposed services deliver and manage State configurable grievance and appeals functionality in compliance with federal guidelines contained in 42 CFR 431.105.
Provider Management	2.70	Offeror shall describe how its proposed services provide the capability to revise records which may extend or limit the effective dates of an appeal. Offeror shall describe how its services ensure that the initial record and all revisions will be maintained in the Provider Management services.
Provider Management	2.71	Offeror shall describe how its proposed services check for duplicate appeals and allow multiple providers and provider types involved in a series of grievances or appeals to be automatically incorporated into a single appeal.
Provider Management	2.72	Offeror shall describe how its proposed services work with the Audit Coordination component on Enterprise-directed provider audits, and how it will support external audits with provision of pertinent provider information.
Provider Management	2.73	Offeror shall describe how its proposed services process electronic data sent via the IP and route outgoing

Category	ID	Requirement
		correspondence electronically via the IP to HSD's print/mail vendors for distribution.
Provider Management	2.74	Offeror shall describe how its proposed services integrate with the IP to trigger and follow up on provider communications received by various means to be imaged, generated, tracked, indexed, routed, managed and maintained historically and accessed by authorized users.
Provider Management	2.75	Offeror shall describe how its proposed services proactively communicate with providers to facilitate their ongoing eligibility based upon Enterprise configurable workflow and business rules.
Provider Management	2.76	Offeror shall describe how its proposed services monitor Provider Agreement expiration dates and notify the provider and State of such expiration dates at specific time intervals prior to the Agreement's expiration; these time intervals must be configurable per the business rules of the sponsoring Enterprise agency.
Provider Management	2.77	Offeror shall describe how its proposed services monitor the provider record to determine whether the provider has started the renewal process and notify State staff about providers who have not started the process at specific time intervals before the Provider Agreement expiration date; these time intervals must be configurable per the business rules of the sponsoring Enterprise agency.
Provider Management	2.78	Offeror shall describe how its proposed services communicate the status of a provider's registrations or applications to the provider.
Provider Management	2.79	Offeror shall describe how its proposed services integrate with ECM.
Provider Management	2.80	Offeror shall describe how its proposed services provide for downloading official publications such as policy manuals and notices from a single-source State repository and for maintaining the most recent or updated copies of such publications.

Category	ID	Requirement
Provider Management	2.81	Offeror shall describe how its proposed services automatically generate, modify, and suppress communications based on parameters set by the Enterprise.
Provider Management	2.82	Offeror shall describe how its proposed services use surveys to gather provider feedback and determine next steps/actions to be taken based upon feedback.
Provider Management	2.83	Offeror shall describe how its proposed services provide initial and on-going training for authorized users on its Provider Enrollment and Provider Management Solution and its rules and processes. Offeror shall describe how its proposed services make SMEs available to the Enterprise.
Provider Management	2.84	Offeror shall describe how its proposed services work cooperatively with the other MMISR BPO Contractors and State staff to obtain the information needed to develop, update and maintain effective provider training programs on all aspects of the Enterprise that affect the provider community, including Medicaid providers and other individuals and entities that provide services to a Member under the auspices of a State-funded or State-administered program.
Provider Management	2.85	Offeror shall describe how its proposed services develop and submit for State approval an annual Provider Training Plan that documents the schedule and content of provider training programs, including web-based, stand-up and any other training vehicles. An initial Provider Training Plan must be submitted for State review and approval within three months of contract execution and shall be updated as needed throughout the DDI Phase. During the Operations Phase, an annual Provider Training Plan must be submitted no later than thirty (30) days prior to the start of each State Fiscal Year.
Provider Management	2.86	Offeror shall describe how its proposed services provide initial provider training workshops prior to the start of the Operations Phase to acquaint providers with changes associated with MMISR, including the different contractors, systems, and resultant changes to provider enrollment, medical and pharmacy claim billing, and other procedures. This initial

Category	ID	Requirement
		training must include web-based instructions as well as stand-up training workshops, which shall be provided at a minimum in Santa Fe, Albuquerque, Farmington, Roswell and Las Cruces.
Provider Management	2.87	Offeror shall describe how its proposed services conduct general billing training seminars for IHS/Tribal 638 providers twice per year. The training seminars shall be conducted in locations to be determined with the input of the State and IHS/Tribal 638 representatives.
Provider Management	2.88	Offeror shall describe how its proposed services submit to the State a quarterly summary of training activity, including the course name, medium (live workshop or webcast), number of participants, results of evaluation forms, provider comments, and recommendations for future training initiatives.
Provider Management	2.89	Offeror shall describe how its proposed services designate at least two staff members to be available for on-site visits with providers throughout the State to help in resolution of claims submission and related problems. These staff members may also be designated to conduct provider training workshops and webcasts, and to meet with providers at the Contractor's office, as appropriate.
Provider Management	2.90	Offeror shall describe how its proposed services designate a staff member to serve as the primary contact for IHS providers. This staff member will receive guidance from HSD's Native American Liaison and other State staff in addressing enrollment, billing, claim payment and other issues experienced by these providers.
Provider Management	2.91	Offeror shall describe how its proposed services designate a staff member who shall serve as the primary contact for school-based providers. This staff member will receive guidance from HSD's School Health Unit in addressing enrollment, billing, claim payment and other issues experienced by these providers.

Category	ID	Requirement
Provider Management	2.92	Offeror shall describe how its proposed services develop and maintain web-based training for providers utilizing interactive applications and how it will use provider type specific communications to deliver educational materials.
Provider Management	2.93	Offeror shall describe how its proposed services provide training on any new initiatives that occur through the term of the Contract in State defined or approved format/media.
Provider Management	2.94	Offeror shall describe how its proposed services provide access to its learning management products to allow the Enterprise to revise provider specific mandated learning and training content as is determined necessary. Such training will vary depending on the provider type and may include such topics as HIPAA compliance, State billing processes, proper lifting techniques, safe food handling, and benefit plan or policy changes
Provider Management	2.95	Offeror shall describe how its proposed services provide training and support for providers on HIPAA and HIPAA compliance for all transactions.
Provider Management	2.96	Offeror shall describe how its proposed services include a knowledge base component and Frequently Asked Questions (FAQ) components that can be updated manually or via automatic imports with historical records of FAQs maintained over time per State direction.

Table 8 - UM/UR Requirements
The Requirements below are for UM/UR

Category	ID	Requirement
UM/UR	3.01	Offeror shall describe how its proposed services enable providers to submit, using multiple access points, including toll free line and online, authorization requests and updates regardless of a claim having been processed against the authorization.
UM/UR	3.02	Offeror shall describe how its proposed services allow providers to submit an update to an existing authorization request, regardless of a claim having been processed against the authorization, based upon Enterprise rules.
UM/UR	3.03	Offeror shall describe how its proposed services allow authorized Users to select a provider or providers based on services identified in the Member Service Plan.
UM/UR	3.04	<p>Offeror shall describe how its proposed services maintain the creation and maintenance of service referrals by authorized Users including at a minimum:</p> <ul style="list-style-type: none"> • Link multiple referrals; • Provide evidence-based criteria for general and specialty referrals; • Support multiple languages as directed by the Enterprise; • Establishes and uses workflow/transmission of referrals and documentation; and • Tracks referrals through notification to multiple parties.
UM/UR	3.05	Offeror shall describe how its proposed services identify the service Provider at the detail service line level.
UM/UR	3.06	Offeror shall describe how its proposed services accept, store and automatically or manually edit authorizations to include

Category	ID	Requirement
		electronic revisions.
UM/UR	3.07	Offeror shall describe how its proposed services maintain multiple Enterprise line-items for requested and approved or denied services.
UM/UR	3.08	Offeror shall describe how its proposed services maintain the capability to globally change active or pending authorizations.
UM/UR	3.09	Offeror shall describe how its proposed services maintain a detailed and viewable audit trail of all updates and subsequent updates to authorization records, for each authorization record and must require a notation with a description and reason for the change.
UM/UR	3.10	Offeror shall describe how its proposed services provide the ability to make retroactive entry of authorization requests and maintain the history of such requests.
UM/UR	3.11	Offeror shall describe how its proposed services accept and manage requests for authorization of non-covered services through an exception workflow.
UM/UR	3.12	Offeror shall describe how its proposed services process paper documents.
UM/UR	3.13	Offeror shall describe how its proposed services auto-assign system-generated unique, non-duplicated authorization numbers for tracking throughout the life of the authorization.
UM/UR	3.14	Offeror shall describe how its proposed services reconcile assigned authorization IDs with one or more providers.
UM/UR	3.15	Offeror shall describe how its proposed services generates a response to the submitter, in the format submitted, of all authorizations and their unique control numbers within one (1) business day.

Category	ID	Requirement
UM/UR	3.16	Offeror shall describe how its proposed services identify, search, and resolve authorizations with potentially conflicting or duplicative data.
UM/UR	3.17	Offeror shall describe how its proposed services provide information that reveals potential defects in level of care and quality of service.
UM/UR	3.18	Offeror shall describe how its proposed services operate a unit of medical, non-medical and professional staff to determine service necessity.
UM/UR	3.19	Offeror shall describe how its proposed services provide electronic authorization functionality to Providers with a no cost exception process for those providers who do not have electronic functionality.
UM/UR	3.20	<p>Offeror shall describe how its proposed services provide manual review and determinations on all authorization requests that cannot be processed using the automated authorization system, except for those that must be referred to the State. Activities include at a minimum:</p> <ul style="list-style-type: none"> • Receive and review medical authorization requests using registered nurses; • Make final determinations on selected medical authorization requests as designated by the State, including both approvals and denials, using registered nurses; and • Enter authorization requests into the Authorization System online.
UM/UR	3.21	Offeror shall describe how its proposed services implement and maintain the capability to incorporate evidence-based criteria tools that contain standardized medical criteria and other criteria as defined by the Enterprise to support authorization processing.

Category	ID	Requirement
UM/UR	3.22	Offeror shall describe how its proposed services provide sufficient policies and procedures that explain and ensure consistency of decisions through inter-rater reliability in approving or denying approvals, authorizations, and treatment plans.
UM/UR	3.23	Offeror shall describe how its proposed experts are able to understand and are prepared to navigate the administrative processes for a Member changing between benefit plans and/or transitioning benefit plan.
UM/UR	3.24	Offeror shall describe how its proposed services assure appropriate treatment specific to the Member’s needs and situation.
UM/UR	3.25	Offeror shall describe how its proposed services provide the State with expert analysis and evaluation of mined UM/UR data.
UM/UR	3.26	Offeror shall describe how its proposed services minimize time for the determination of authorizations, plans of care, treatment plans and referrals.
UM/UR	3.27	Offeror shall describe how its proposed services provide the ability to assign caseload “weights” to authorization requests based upon difficulty or other criteria such as complexity, priority.
UM/UR	3.28	Offeror shall describe how its proposed services process, to completion, one hundred percent (100%) of authorization requests within one (1) business day of receipt of complete information.

Category	ID	Requirement
UM/UR	3.29	Offeror shall describe how its proposed services maintain a history of authorizations, with the capability to sort and view history and usage history by User defined criteria.
UM/UR	3.30	<p>Offeror shall describe how its proposed services provide multiple large-capacity free-form text fields and provide the ability to do keyword search and sort functions on all note text for supporting the authorize service business process including text fields for:</p> <ul style="list-style-type: none"> • Special consideration; • Printing on an authorization; and • Internal-use only notes for authorization staff.
UM/UR	3.31	Offeror shall describe how its proposed services display different data elements based upon specific authorization type.
UM/UR	3.32	Offeror shall describe how its proposed services allow authorized Users to update PA language when business rules are updated (e.g., changing denial reasons).
UM/UR	3.33	Offeror shall describe how its proposed services provide authorized Users electronic access to case-related clinical protocols (defined business rules) for review and assessment.
UM/UR	3.34	Offeror shall describe how its proposed services implement and maintain the capability to override or force any authorization specified fields that are auto populated, prompt Users for verification before concluding the override and maintain the source of the override information.
UM/UR	3.35	Offeror shall describe how its proposed services provide the ability to authorize treatment for Emergency Medical Services to Aliens (EMSA) eligible Members.
UM/UR	3.36	Offeror shall describe how its proposed services support reviewing non-medical authorizations.

Category	ID	Requirement
UM/UR	3.37	Offeror shall describe how its proposed services support the application of authorization and provider restrictions.
UM/UR	3.38	Offeror shall describe how its proposed services support authorization determination based on historic primary and other co-morbidities, even when co-morbidities are not listed.
UM/UR	3.39	Offeror shall describe how its proposed services provide Enterprise program-based screening criteria that support the differing data requirements of various types of authorizations.
UM/UR	3.40	Offeror shall describe how its proposed services include “smart” authorization support such as the capability to search the claims history to determine if previous steps in therapy have occurred prior to approving or denying the request.
UM/UR	3.41	Offeror shall describe how its proposed services implement workflows for monitoring all automatic and escalated authorization determinations.
UM/UR	3.42	Offeror shall describe how its proposed services automatically approve, request additional information or deny authorizations, including partial approval and escalation to a higher-level, using State defined rules-based decision processes and generate notification to the provider of the decision.
UM/UR	3.43	Offeror shall describe how its proposed services manage PA to Enterprise limits (e.g., service caps, unit limits) and allow authorized Users to override limits, while supporting pre-payment UR functionality.
UM/UR	3.44	Offeror shall describe how its proposed services provide a configurable rules-based engine with the flexibility, extensibility and capacity to support diverse and complex

Category	ID	Requirement
		health care and non-medical programs, including the ability to configure alerts, notification triggers and pre-adjudication business rules.
UM/UR	3.45	Offeror shall describe how its proposed services conduct mass adjustments of PAs (e.g., service adjustment, rate adjustment, COLA adjustment).
UM/UR	3.46	<p>Offeror shall describe how its proposed services accommodate at a minimum the following processing requirement:</p> <ul style="list-style-type: none"> • One Member or multiple Members with multiple line authorization; • Member-specific pricing indicators and unit price; • Beginning and ending effective dates of the authorization; • Service type; • Category and Subcategory code as defined by the State; • Standard Dental Claims; • Approved unit and dollar amount modification by authorized Users; • Cross-reference to claims paid and date paid under the PA with remaining balance; • Identification of authorizations that have been appealed, and determination; • ID of authorizing person; • Change reason code; • Date of authorization request and date of request for additional information; • Denial reason code; • Date of authorization determination; • Date authorization notice sent; • Contractor patient account number; • DME serial number; • Comments/internal notes area;

Category	ID	Requirement
		<ul style="list-style-type: none"> • PCP referral authorization identifier; • Indicator for new authorization or override of current authorization limitation; and • Capture when an override indicator or force code is used in field for authorization or identification and who performed the override indicator or entered the force code.
UM/UR	3.47	Offeror shall describe how its proposed services edit authorization requests against previously adjudicated services (including denials), claim edits and duplicate requests in process.
UM/UR	3.48	Offeror shall describe how its proposed services suspend authorizations containing errors, identify the errors at the specific fields and the specific edits that failed.
UM/UR	3.49	Offeror shall describe how its proposed services provide an Electronic Data Interchange (EDI) capability to the HHS 2020 Enterprise for acceptance and transmission of HIPAA transaction sets (e.g., 278) pertinent to BMS and any relevant business function requested by the State.
UM/UR	3.50	Offeror shall describe how its proposed services provide the ability to assign authorizations at the agency or program level and manage capacity.
UM/UR	3.51	Offeror shall describe how its proposed services identify authorization requests for which an administrative review request has been submitted, indicating the outcome of such reviews, and identifying authorizations for which an appeal has been filed.
UM/UR	3.52	Offeror shall describe how its proposed services allow a provider to request expedited review while allowing the Enterprise to review and assign the priority.

Category	ID	Requirement
UM/UR	3.53	Offeror shall describe how its proposed services integrate FS data to maintain and update authorization records based on claims processing (decrement or de-decrement) to indicate that the authorized service has been used or partially used, including units and/or dollars.
UM/UR	3.54	Offeror shall describe how its proposed services automatically link authorizations and related documentation, based on State-defined criteria.
UM/UR	3.55	<p>Offeror shall describe how its proposed services at a minimum:</p> <ul style="list-style-type: none"> • Manage images, attachments, and workflow; • Accept and match attachments (e.g., electronic images, receipts, pdf, paper copies of supporting documentation, video, audio record, *.txt, *.xls, Word, *.jpg, *.gif,) to the original authorization requests; • Identify the presence of an attachment when viewing authorization header or detail information; • Allow Users to view or navigate to imaged attachments from within an authorization; and • Route authorizations to specific work queues.
UM/UR	3.56	Offeror shall describe how its proposed services alert the User, based upon Enterprise defined rules, when an action occurs on an authorization.
UM/UR	3.57	Offeror shall describe how its proposed services integrate with the Enterprise Service Bus (ESB) to include interfaces to providers' electronic health records (EHR) and include as data or attachments.

Category	ID	Requirement
UM/UR	3.58	Offeror shall describe how its proposed services integrate the FS edits to assure the list of claim edits that result in the need for a service authorization are utilized when determining the authorization.
UM/UR	3.59	Offeror shall describe how its proposed services integrate with Shared Services to establish and maintain the routing of cases to authorized users based on Enterprise-supplied criteria (e.g., location, existing case load).
UM/UR	3.60	Offeror shall describe how its proposed services will integrate with the Shared Services to produce notices to Members, contractors, case managers and Providers regarding authorizations in the State defined format and language(s).
UM/UR	3.61	The Offeror shall describe how its proposed services accept and process external files (e.g., Third-Party Assessor [TPA]) edit the incoming transactions, and forward validated authorization transactions to the Enterprise.
UM/UR	3.62	Offeror shall describe how its proposed services define appeal types, data structures, and content necessary to accept and process incoming HIPAA 278 transactions and respond with outgoing HIPAA 278 transactions. Each authorization must support multiple servicing providers and provider types providing multiple services and service types and/or modifiers on different service dates, with varying service delivery patterns, as defined in the HIPAA 278 Implementation Guide.
UM/UR	3.63	Offeror shall describe how its proposed services provide detailed authorization data to the Enterprise that meets Enterprise and federal policy requirements for all authorization related outputs per Enterprise-specified schedules.

Category	ID	Requirement
UM/UR	3.64	Offeror shall describe how its proposed services facilitate the UR case review process (e.g., overrides, hearings) and lock a review to other users allowing only the primary User to complete a review.
UM/UR	3.65	Offeror shall describe how its proposed services provide an expedited appeal process supported by qualified Medical Directors or consultants who have direct experience working with the condition for which the denial has occurred.
UM/UR	3.66	Offeror shall describe how its proposed services maintain sufficient qualified business personnel so that ninety-five percent (95%) of all telephone authorizations are answered in person within one hundred twenty (120) seconds and be available from 7:30 a.m. to 5:30 p.m. local time, Monday through Friday (excluding holidays).
UM/UR	3.67	Offeror shall describe how its proposed services make recommendations for strategic improvements to UM/UR processes to assure current trends in care are being implemented and that the appropriate services are being provided at the right time.
UM/UR	3.68	Offeror shall describe how its proposed services meet regularly with, and prepare and provide copies of meeting minutes to, Third Party Assessors, authorization operations, Medical Review Staff, Fiscal Agent(s), the State and other relevant Enterprise Stakeholders to report status and resolve technical and operational issues.
UM/UR	3.69	The Offeror shall describe how its proposed services obtain and use information from external agencies (e.g., Enterprise Stakeholders, intrastate, interstate, Federal) based on industry standards as approved by the Enterprise for authorizing referrals and authorizing treatment.

Table 9 - Benefit Plan Management Requirements
The Requirements below are for Benefit Plan Management (BPM)

Category	ID	Requirement
Benefit Plan Management	4.01	Offeror shall describe how its proposed services develop initiatives for ongoing improvement of benefit program effectiveness, quality of care, and coordination of care.
Benefit Plan Management	4.02	Offeror shall describe how its proposed services develop innovative reimbursement strategies and program designs for consideration by the State, including analyses to project the potential budgetary, quality of care and other effects of such initiatives.
Benefit Plan Management	4.03	Offeror shall describe how its proposed services provide data on the programs of other states and the commercial market to compare with New Mexico Medicaid's rates and coverage limitations.
Benefit Plan Management	4.04	Offeror shall describe how its proposed services assess the State's benefit programs to identify, develop and operationalize approaches to improve collaboration, eliminate redundancy and streamline processes.
Benefit Plan Management	4.05	Offeror shall describe how its proposed services make recommendations regarding benefit plans, service coverage and pricing, and provide analyses and other consultation related to potential benefit plan and reference information changes.
Benefit Plan Management	4.06	Offeror shall describe how its proposed services maintain program-specific code sets, rates and service limits for non-Medicaid programs managed by Stakeholders.
Benefit Plan Management	4.07	Offeror shall describe how its proposed services provide the qualified resources to assume the primary responsibility for making changes to the reference information in the FS contractor's Claim Processing component in response to updates from national billing code systems and values, including diagnoses, procedures, valid values that are part of the national billing code schemes, and payment levels that are incorporated into the New Mexico pricing methodologies.
Benefit Plan Management	4.08	Offeror shall describe how its proposed services track coding system changes that are occurring at the national level and within Medicare.
Benefit Plan Management	4.09	Offeror shall describe how its proposed services prepare billing code and pricing updates under the direction of and for the final approval by the State.

Category	ID	Requirement
Benefit Plan Management	4.10	Offeror shall describe how its proposed services identify the impact of billing code changes, pricing changes, and payment methodology changes on FS Claim Processing component exceptions, utilization edits, National Correct Coding Initiative edits, and provider billing, and present the results of this analysis to the State for possible implementation of reference information updates.
Benefit Plan Management	4.11	Offeror shall describe how its proposed services integrate with the IP to incorporate reference information changes.
Benefit Plan Management	4.12	Offeror shall describe how its proposed services maintain links between code sets including at a minimum revenue code to HCPCS/CPT codes to support code compatibility edits by the FS.
Benefit Plan Management	4.13	Offeror shall describe how its proposed services document, in a maintenance manual, the instructions for authorized Users to update benefit plan and reference information.
Benefit Plan Management	4.14	Offeror shall describe how its proposed services provide unlimited free-form text narrative at the Benefit Plan level and sub-levels that identifies the user, date and time entered.
Benefit Plan Management	4.15	Offeror shall describe how its proposed services include the ability to query, report and display benefit plan coverage and utilization limits in chronological or reverse chronological sequence.
Benefit Plan Management	4.16	Offeror shall describe how its proposed services establish, modify, manage and maintain multiple separate benefit plan profiles for various Medicaid and non-Medicaid programs, and allow one or more State-defined categories of service to be assigned to a benefit plan as either included or excluded.
Benefit Plan Management	4.17	Offeror shall describe how its proposed services support benefit plan configuration, as determined and directed by the State to include, but not be limited to: <ul style="list-style-type: none"> • Edits, audits, pricing, copayment applicability, coverage and authorization parameters; • Copying reference information to a new plan; • Adding new lines of business; and • Enforcing a hierarchy of benefit plan processing for Members who have multiple concurrent benefit plans.
Benefit Plan Management	4.18	Offeror shall describe how its proposed services group and sub-group various combinations of individual codes and ranges of codes for different code sets and provide the ability to include or exclude various categories of service.

Category	ID	Requirement
Benefit Plan Management	4.19	Offeror shall describe how its proposed services specify limitations such as units of service and dollar maximums to categories of service, specified date range(s), specific sub-grouping(s) and individual or ranges of codes relative to benefit plans.
Benefit Plan Management	4.20	Offeror shall describe how its proposed services support rate setting and rate updates in multi-plan and benefit package environments, addressing the distinct service codes and prices within plans.
Benefit Plan Management	4.21	Offeror shall describe how its proposed services establish pricing for all procedure coded outpatient covered drugs to support medical claims processing for all approved claim types utilizing a method approved by the State that follows CMS guidelines and federal Deficit Reduction Act 2005 requirements for rebate units invoicing.
Benefit Plan Management	4.22	Offeror shall describe how its proposed services update reference information maintained by the FS, including but not limited diagnoses, procedures, drug codes, rate files, message and EOB text files and the exception (edit) location, disposition, and resolution files.
Benefit Plan Management	4.23	Offeror shall describe how its proposed services make changes to rates, benefit indicators, prior authorization indicators, and all other indicators that affect claims processing or reporting.
Benefit Plan Management	4.24	Offeror shall describe how its proposed services make changes to Managed Care files, Rate Files, and Cohort tables as instructed or approved by the State.
Benefit Plan Management	4.25	Offeror shall describe how its proposed services make updates upon written request by HSD and maintain complete and accurate documentation of all changes made.
Benefit Plan Management	4.26	Offeror shall describe how its proposed services provide controls to ensure that all data is correctly entered and verified.
Benefit Plan Management	4.27	Offeror shall describe how its proposed services inform the State in writing of any changes made in the claim exception master file and document all changes made.

Category	ID	Requirement
Benefit Plan Management	4.28	<p>Offeror shall describe how its proposed services</p> <ul style="list-style-type: none"> • Make all routine updates and changes to the files within five (5) business days of the request; • Subject the file changes to the Contractor's internal quality control process; • Notify the State in writing when the changes have been made; maintain an audit trail that can demonstrate any file changes were requested or authorized by the State; and • Review internal system audit trails to ensure that no unauthorized changes are made to the files.
Benefit Plan Management	4.29	<p>Offeror shall describe how its proposed services make file updates the same day the change or update is requested when an update or change to reference information is necessary on an emergency basis to avoid making an incorrect payment.</p>
Benefit Plan Management	4.30	<p>Offeror shall describe how its proposed services provide sufficient staff who are knowledgeable of the uses, functions, and operations of the reference information and knowledgeable of coding systems to meet required performance and quality standards and to provide training and assistance to the State, providers and other users as necessary.</p>
Benefit Plan Management	4.31	<p>Offeror shall describe how its proposed services report and alert Members, Providers and the Enterprise when benefit plans, service categories and related information changes, including preparing drafts of communications pertaining to such changes. All communications must be approved by the Enterprise prior to being used.</p>
Benefit Plan Management	4.32	<p>Offeror shall describe how its proposed services work with BMS Member Management and the State to develop educational materials that help Members understand their benefits and how to access them.</p>
Benefit Plan Management	4.33	<p>Offeror shall describe how its proposed services maintain a history of file updates and previous reference information for seven years.</p>
Benefit Plan Management	4.34	<p>Offeror shall describe how its proposed services update the Gross Receipts Tax (GRT) rates in the FS Claim Processing component to accommodate changes that typically occur on January 1 and July 1 of each year. New Mexico's GRT rates vary from county to county, for different towns and cities within a single county, for different zip codes within a town, and may also vary within the same zip code.</p>

Category	ID	Requirement
Benefit Plan Management	4.35	Offeror shall describe how its proposed services develop, set, and certify actuarially sound capitation rates for all managed care organization (MCO) cohorts under Centennial Care. Capitation rates must be developed based on factual data and may be developed by line of business, i.e. physical health, behavioral health, and long-term care services for the Standard Medicaid Services Benefit Plan and physical health and behavioral health for the Other Adult Group.
Benefit Plan Management	4.36	Offeror shall describe how its proposed services update capitation rates based on factual data, inflation and economic trends, trends in pricing, changes resulting from federal and/or State requirements, program changes, and changes in coverage.
Benefit Plan Management	4.37	Offeror shall describe how its proposed services monitor and report on budget neutrality as required by federal guidelines.
Benefit Plan Management	4.38	Offeror shall describe how its proposed services evaluate the enrollment and financial performance of MCOs and their provider networks.
Benefit Plan Management	4.39	Offeror shall describe how its proposed services support waiver applications and renewals, including assisting the State with the development of waiver applications, providing the data production necessary to address program budget neutrality and cost impacts, participating in waiver negotiations with CMS, and reviewing and responding to special terms and conditions (STCs).
Benefit Plan Management	4.40	Offeror shall describe how its proposed services develop actuarially sound per Member per month rates for the Program of All-Inclusive Care for the Elderly (PACE); update those rates as needed based on factual data, trends in pricing, changes resulting from federal and state requirements, and program changes; and monitor and report on the Amount that Would have Otherwise been Paid (AWOP)/Upper Payment Limit (UPL).
Benefit Plan Management	4.41	Offeror shall describe how its proposed services perform activities related to contract reconciliation (retroactive reconciliation, Community Benefit, LTSS patient liability, and Centennial Rewards programs) under Centennial Care.
Benefit Plan Management	4.42	Offeror shall describe how its proposed services perform activities related to the contract risk corridor evaluation for Hepatitis C drugs, Other Adult Group risk corridor, as well as annual underwriting gain limitation under Centennial Care.

Category	ID	Requirement
Benefit Plan Management	4.43	Offeror shall describe how its proposed services assist with the programmatic activities associated with the implementation of the new and modified benefit programs, including development of State Plan Amendments (SPAs), contract amendments, draft and final provider surveys; provider training, and final reports.
Benefit Plan Management	4.44	Offeror shall describe how its proposed services develop and analyze proposed adjustments to FFS provider reimbursement rates.
Benefit Plan Management	4.45	Offeror shall describe how its proposed services assist HSD in responding to CMS requirements, pursuing CMS approval of programmatic changes, and responding to CMS requests for information.
Benefit Plan Management	4.46	Offeror shall describe how its proposed services assist HSD with Centennial Care managed care contract updates, managed care policy updates, and letters of direction.
Benefit Plan Management	4.47	Offeror shall describe how its proposed services provide for the development and execution of a plan to transition all data, methodologies, documentation, and ongoing projects to the succeeding contracting organization, vendor, or firm or to the State at the end of the contract period.

Table 10 - General Requirements

The Requirements listed below are mandatory for all components of the BMS services and tools the Contractor shall provide.

Category	ID	Requirement
Strategy and Project Management	5.01	Offeror shall describe how its proposed services integrate the solution with the HHS 2020 processes and standards necessary to meet Federal and State regulatory and policy requirements.
Strategy and Project Management	5.02	Offeror shall describe how its proposed services ensure that Offeror has sufficient appropriately trained and experienced staff to successfully configure, provide, operate and support each component of BMS through the life of the contract resulting from this procurement.
Strategy and Project Management	5.03	Offeror shall describe how its proposed services provide full access to work products of BMS configuration and operations to HSD, the IV&V Contractor and/or any oversight agent designated by the Enterprise or CMS.
Strategy and Project Management	5.04	Offeror shall describe how its proposed services perform all configuration necessary to provide all BMS. Offeror shall describe how its proposed services follow the appropriate industry standards and configuration methodologies to provide a defect-free solution and reliable operational services and support.
Strategy and Project Management	5.05	Offeror shall describe how its proposed services comply with the HHS 2020 EPMS's Project Management standards, processes and tools. These expectations include integration with the following plans: <ul style="list-style-type: none"> • Requirements Management • Requirements Traceability Matrix • Business Services Management • Quality Management and Assessment • Schedule Management and Release Planning • Communications Management • Change Management • Risk, Issue and Action Item Management • Configuration Management • Test Planning and Performance • Data Conversion Planning as required • Security Management/Privacy Planning • WBS/Schedule and Reporting • Staffing and Training Plans • Business Continuity, Backup and Disaster Recovery Planning and Testing • Implementation/Migration/Transition Planning

Category	ID	Requirement
		<ul style="list-style-type: none"> • Meeting Planning and Administration • Document/Deliverable Management • Disengagement Transition Planning
Strategy and Project Management	5.06	Offeror shall describe its experience with a Disengagement Transition Plan. Offeror is expected to acknowledge its obligation to exercise best efforts and cooperate fully to affect an orderly transition and commit to a no-cost-to-State resolution of malfunctions or omissions identified by the State as critical to transition throughout the transition period and up to ninety (90) days after contract termination.
Strategy and Project Management	5.07	<p>Offeror shall describe how its proposed services:</p> <ul style="list-style-type: none"> • Implement an active, independent Quality Management (QM) program throughout the contract life; • Monitors services to assess system and operational performance and identify potential quality issues; • Define and adhere to best practices to provide defect-free business services; • Utilizes a continuous performance improvement (CPI) approach to business and services with measurement and reporting on effectiveness of new approaches or processes; and • Timely reporting upon QM activities, including at a minimum work performed, analyses of QM findings, statistics related to the findings, corrective action plans and status.
Strategy and Project Management	5.08	Offeror shall describe how its proposed services effectively incorporates and will support the HHS 2020 Vision and the State's chosen approach to MMISR, while identifying risks or trade-offs and making informed recommendations to foster Project success.
Strategy and Project Management	5.09	Offeror shall describe how its proposed services demonstrate readiness to the State and its IV&V Contractor prior to operation.
Strategy and Project Management	5.10	Offeror shall describe how its proposed services allow for and implement changes, enhancements and updates to BMS, including workflows and business processes for efficient alignment with the HHS 2020 Architecture and the needs of the State at no additional cost to the State and without degradation to core responsibilities or negative impact to other modules and BPO Contractors.
Strategy and Project Management	5.11	Offeror shall describe how its proposed services comply with the SI's processes, standards and Shared Services, and how Offeror will coordinate integration with the SI Contractor.

Category	ID	Requirement
Strategy and Project Management	5.12	Offeror shall describe how its proposed services engage Stakeholders to ensure that business needs and requirements are met.
Strategy and Project Management	5.13	Offeror shall describe how its proposed services provide the State with timely responses and corrective action plans (CAPs) for any audit or review findings and ensure that all its subcontractors also comply with such CAPs. Offeror's Business Services must ensure that quarterly status updates are provided for each CAP until the CAP is complete and findings are remediated.
Strategy and Project Management	5.14	Offeror shall describe how its proposed services transfer all records, data and reports relating to the State after final payment is made under the Contract resulting from this procurement. Offeror shall clearly mark records that require ongoing access (e.g., audit, litigation, State identified) prior to the final payment made under the Contract. The transfer shall occur at a time and manner agreed to by the State.
Strategy and Project Management	5.15	Offeror shall acknowledge its responsibility to store all Project artifacts and documents on the State Microsoft SharePoint site.
Strategy and Project Management	5.16	Offerors shall provide assurance that its proposed BMS services will comply with HHS 2020 EPMO tools and processes. Offeror is encouraged but is not required to use Microsoft Office Suite, Microsoft Visio, Microsoft Project or other such designated tools.
Strategy and Project Management	5.17	Offeror shall acknowledge its responsibility to adhere to and comply with the requirements contained herein and in the Statement of Work (APPENDIX G).
Strategy and Project Management	5.18	Offeror shall acknowledge that its services will be made available to the State, Stakeholders, State Contractors and modular Contractors without a fee or charge throughout all stages of development and operations.
Service Expectations	6.01	Offeror shall describe how its proposed services integrate with the SI's Integration Platform and coordinates with the SI Contractor for secure and reliable data exchange including metadata.
Service Expectations	6.02	Offeror shall describe how its proposed services maintain availability 24 hours a day, 7 days a week, 365 days a year for 99.999% of the time except for agreed upon maintenance windows.
Service Expectations	6.03	Offeror shall describe how its proposed services provide a complete solution that provides for the future needs of the MMISR Framework and which complies with CMS guidance on modularity and integration.

Category	ID	Requirement
Service Expectations	6.04	Offeror shall describe how its proposed services provide Stakeholders with access to BMS information.
Service Expectations	6.05	Offeror shall describe how its proposed services prevent deletion or damage to BMS data including a description of backup and recovery data
Service Expectations	6.06	Offeror shall describe how its proposed services handle the anticipated data and resource volumes for the BMS services.
Service Expectations	6.07	Offeror shall describe how its proposed services coordinate with the SI Contractor, for secure and reliable data exchange including metadata and assuring data is the most currently data available.
Service Expectations	6.08	Offeror shall describe how its proposed services reduce false-positive results based on previous results.
Service Expectations	6.09	Offeror shall describe how its proposed services comply with BMS SLAs (see Appendix K - BMS Performance Measures.)
Service Expectations	6.10	Offeror shall describe how its proposed services comply with the Enterprise architecture and how it will participate in the Architecture Review Board (ARB) and its processes as required.
Service Expectations	6.11	Offeror shall describe how its proposed services follow and implement the State-approved Data Governance directives/policies and how it will support the Enterprise Data Governance Council.
Service Expectations	6.12	Offeror shall describe how its proposed services align and comply with all HIPAA Privacy and any applicable Security Compliance Regulations (e.g., HITECH, HIPAA, Addendum 14 - HHS 2020 Security Privacy and Standards, Addendum 21 – HHS 2020 Security and Standards).
Service Expectations	6.13	Offeror shall describe how its proposed services provide the State a no less than annual report from a qualified, independent, external IT Security Contractor for a Vulnerability Assessment and Network Penetration Test covering all Contractor and subcontractor networks that will access State data and information.
Service Expectations	6.14	Offeror shall acknowledge that no State data will reside off shore nor will any Contractor staff off shore access State data.
Service Expectations	6.15	Offeror shall describe how its proposed services utilize configuration to meet the business needs, State and Federal requirements and policies.
Service Expectations	6.16	Offeror shall describe how its proposed services perform testing that complies with HHS 2020 security standards and incorporates industry best practices to prevent defective operations.
Service Expectations	6.17	Offeror shall describe how its proposed services will accomplish the following: Authentication, Authorization,

Category	ID	Requirement
		Privacy, Audits, and Protection against attacks and provide integration with the SSO capabilities and security requirements as defined and implemented by the SI Contractor.
Service Expectations	6.18	Offeror shall describe how its proposed services perform data field validations.
Service Expectations	6.19	Offeror shall describe how its proposed services provide qualitative analytics.
Service Expectations	6.20	Offeror shall describe how its proposed services provide standard reporting, including performance reports; and maintains an inventory of all available reports with a synopsis of the report format and content.
Service Expectations	6.21	Offeror shall describe how its proposed services provide training materials, knowledge transfer materials, and other support tools (e.g., User guides, on-line help). Offeror shall include samples of training material in its proposal submission.
Service Expectations	6.22	Offeror shall describe how its proposed services provide for initial and ongoing training and knowledge transfer while ensuring ongoing appropriate and maximal use by Users. The proposed services shall provide for instructor-led (either online or on site) and on-demand, self-paced training.
Service Expectations	6.23	Offeror shall describe how its proposed services structure audit trail records, including the fields and the formats it will audit, and provide audit records to the State.
Service Expectations	6.24	Offeror shall describe how its proposed services audit all actions by all Users, and external systems, including who performed actions or overrides and inquiries within the BMS components.
Service Expectations	6.25	Offeror shall describe how its proposed services retain audit records per State requirements.
Service Expectations	6.26	Offeror shall describe how its proposed services control access to data and the actions that are taken when controls are violated.
Service Expectations	6.27	Offeror shall describe how its proposed services deliver automated alerts and notifications and minimize manual interventions or actions.
Service Expectations	6.28	Offeror shall describe how its proposed services provide communications, in a variety of formats, to and from interested parties and tracks and monitors responses to the communications.
Service Expectations	6.29	Offeror shall describe how its proposed services permit Users to search on multiple or single criteria and view the results with the ability to perform secondary and tertiary searches within the primary search results.
Service Expectations	6.30	Offeror shall describe how its proposed services provide unlimited free-form text notes.

Category	ID	Requirement
Service Expectations	6.31	Offeror shall describe how its proposed services utilize the State-specified style guide to accomplish a common State User experience across the User Interface (UI).
Service Expectations	6.32	Offeror shall describe how its proposed services maintain data confidentiality; data integrity; data availability; data authenticity; data security; non-repudiation of data.
Service Expectations	6.33	Offeror shall describe how its proposed services add/update valid values without the need for customization.
Service Expectations	6.34	Offeror shall describe how its proposed services work with the SI Contractor to convert all applicable data from the State's Legacy System and produce comparative reports for previous periods of operation from the converted data.
Service Expectations	6.35	Offeror shall describe how its proposed services retains data per State and Federal retention policies.
Service Expectations	6.36	Offeror shall describe how its proposed services will transfer to the State, or its designee, all licenses and software, within one hundred twenty (120) days of receipt of transfer request from the State
Service Expectations	6.37	Offeror shall describe how its proposed services maintain current versions and licenses for all software encompassed within its services, and how it will implement all patches on a timely basis.
Service Expectations	6.38	Offeror shall describe its Business Rules Engine (BRE) and how it captures and uses configurable business rules to assist the State in increasing MITA Maturity Levels while assuring compliance with State and Federal policies.
Service Expectations	6.39	Offeror shall describe how its proposed services provide business rules to the Enterprise in an electronic format compatible with the State's BRE in a language that business people can interpret.
Service Expectations	6.40	Offeror shall describe how its proposed services provide and integrate its standardized business rules data with the State's common business rule repository (Corticon and Oracle business rules).
Service Expectations	6.41	Offeror shall describe how its proposed services perform check-digit verification on any data item that contains a self-checking digit.
Service Expectations	6.42	Offeror shall describe how its proposed services will provide web applications that are integrated into the Unified Portal as Presentation Layer Services using JPS, JSR, WSRP-compliant or other specifications. The Offeror shall list and provide a description for each of their proposed standards-based web applications and the corresponding levels of standards compliance (e.g., JSR 362, WSRP 2.0). Offerors shall also describe how their application integration approach facilitates

Category	ID	Requirement
		actionable insights beyond those available with a traditional transaction-based web application. The Offeror shall also provide any assumptions and constraints that are made as part of their proposed solution for integrating their web applications with the Unified Portal.
Service Expectations	6.43	Offeror shall describe how its proposed services acquire and manage reference data for use in processing.
Support and Maintenance	7.01	Offeror shall describe how its proposed services provide a BMS technical help desk that has access during State business hours and responds to help requests in a timely and effective manner as well as after-hours on call availability. Offeror shall describe how its help desk will integrate with the State's help desk.
Support and Maintenance	7.02	Offeror shall describe how its proposed services establish a BMS call center to answer and resolve Tier 3 inquiries received via the CCSC; the call center must be available Monday through Friday from 7:30 AM to 5:30 PM Mountain Time, except for holidays approved by the State.
Support and Maintenance	7.03	Offeror shall describe how its proposed services answer eighty percent (80%) of monthly calls within twenty (20) seconds with a daily abandonment rate that does not exceed five (5) percent, as measured separately for the BMS help desk and BMS call center.
Support and Maintenance	7.04	Offeror shall describe how its proposed services provide the State with a monthly monitoring report regarding phone statistics within fifteen (15) calendar days following the end of the month. The report must include at a minimum: <ul style="list-style-type: none"> • Monthly number of calls received; • Monthly number of calls answered; • Monthly number of calls dropped; • Number of calls placed on hold; • Average number of minutes on hold; • Monthly average wait time; • Average number of minutes required to complete the authorization request; and Monthly busy signal rate (blocked calls).
Support and Maintenance	7.05	Offeror shall describe how its proposed services provide Stakeholder access to BMS Project SMEs who have expertise in the proposed services throughout the life of the Contract resulting from this procurement.
Support and Maintenance	7.06	Offeror shall describe how its proposed services provide SME assistance to the Enterprise in researching program integrity and audit discrepancies and findings.

Category	ID	Requirement
Certification	8.01	Offeror shall describe how its proposed services comply with all applicable Federal, State or other regulations, guidance and laws, including Section 508 on ADA compliance. Offeror shall acknowledge that it is required to provide a complete Section 508 Assessment Package.
Certification	8.02	Offeror shall describe how its proposed services comply with State and/or Federal system certification requirements. Offeror shall describe its proposed plan for meeting the CMS Certification Requirements, MITA Maturity Levels, the Seven Conditions and Standards of CMS, and other certification requirements. Offeror will be required to perform all services necessary to fully configure the BMS services to assure successful achievement of the relevant SRC requirements and to support attainment of CMS Certification or other oversight certification.
Certification	8.03	Offeror shall describe how its proposed services will ensure compliance with all applicable CMS MECT checklist requirements for which it is primarily responsible. Offeror shall describe how its proposed services provide all the necessary artifacts for IV&V Quarterly reports, CMS reviews and Certification. Offeror shall acknowledge that they will comply with all requirements in the MECT at the time of CMS Certification. Offeror shall refer to Addendum 18 in the Procurement Library as a living document which can change due to: CMS updates to the MECT or the State updating the document at its discretion.
Certification	8.04	Offeror shall provide with its proposal Certification artifacts/evidence samples for at least: Provider Management; Member Management, Benefit Plan Management and Utilization Management/Review. Offeror is encouraged to provide samples of Certification artifacts/evidence in other areas (e.g., security, 508, HIPAA, architectural artifacts).
Certification	8.05	Offeror shall describe how its proposed services assist the State in documenting business processes as described by CMS with respect to MITA. Offeror shall acknowledge its understanding that the State expects to advance in MITA Level by the end of the HHS 2020 Project and shall conduct such mapping as may be necessary to demonstrate Offeror's understanding of the expectations of the State and CMS.
Certification	8.06	Offeror shall describe how its proposed services develop and update all required documentation for the CMS EPLC phases including recommended exit criteria for determining that a phase is complete.
Testing	9.01	Offeror shall describe how its proposed services perform all testing phases using de-identified data and how its services

Category	ID	Requirement
		will interact with other testing activities across the Project. Offeror shall describe how its approach ensures that its testing datasets are not comprised of live production data and how it ensures that testing data or datasets are not entered into production.
Testing	9.02	Offeror shall acknowledge its obligation to provide a comprehensive Test Plan for testing of all BMS components which complies with the content requirements found in Section 7 (Testing) of APPENDIX G of this RFP. Offeror must acknowledge that the Test Plan is subject to State approval.
Testing	9.03	Offeror shall acknowledge its obligation to ensure that all source code passes unit testing before being promoted to the other environments of the MMISR Framework. Offeror shall describe how output from the Unit Testing will be made available to the HHS 2020 Enterprise.
Testing	9.04	Offeror shall describe how its proposed services support State-led UAT.

In addition to responding to the numbered requirements above in this APPENDIX, Offeror is required to respond to the following:

1. Present your proposed staffing and key personnel models for this Project (as described in the Statement of Work found in APPENDIX G).
 - A. Describe how your proposed staffing model will deliver the required expertise (stated or implied) over the Project life, how a sufficient number of skilled staff will be deployed on the Project, and how the team will be structured to effectively perform the required work. This staffing model is expected to demonstrate an understanding of BMS requirements, including consideration of how BMS fits within the MMISR Solution and approach, as well as how it fits within HHS 2020. Additionally, the Offeror shall demonstrate an approach for accessing appropriate subject matter expertise to address Project-related requirements or requirements that CMS imposes or recommends throughout the Project life.
 - B. Identify (by name and expertise) subject matter experts (SMEs) who will be part of the BMS team. Explain what types of additional expertise are available from within the Offeror’s organization and how these experts will be accessed for this Project.
 - C. Provide a resume for each recommended Key Personnel.

- D. Provide an assurance that the Key Personnel who are proposed by Offeror will in fact be the Personnel for the initial year of the contract (except due to uncontrollable circumstances defined by Offeror and agreed to by the State).
 - E. Identify any subcontractor(s) who will participate in an awarded contract and describe its organization's experience and the services they will perform in to meet the BMS requirements.
 - F. Describe how you will have sufficient resources and staff to start BMS operations within thirty (30) calendar days of contract award and to be operational within sixty (60) calendar days of award. BMS operations within thirty (30) days of award apply to Project kick-off and work commencing as well as having appropriate staff to start contract obligations. Operations within sixty (60) days of award apply to the BMS being fully functional for the DDI period.
2. Explain any requirements or expectations for support from HSD personnel and/or from other MMISR Contractors or Stakeholders.
3. Explain how your business services enable cost-effective, high-quality BMS operations and maintenance and ensure cost-effective, over the life of the contract. Explain how your approach will result in satisfaction of the CMS and State expectation that Benefit Management Services will focus on ensuring the integrity and interoperability of the MMISR Solution.

APPENDIX I – Sample Contract

Appendix I applies to both Benefit Management Services and Care/Case Management

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,” or “Procuring Agency” and [Insert Contractor Name], hereinafter referred to as the “Contractor,” and collectively referred to as “Parties.”

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Contractor has held itself out as an entity with the ability to provide the required Services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the **XX-XXX-XXXX-XXXX** and the Contractor’s response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

“**Acceptance**” or “**Accepted**” shall mean the approval, after Quality Assurance, of all Deliverables by an Executive Level Representative of the HSD.

“**Application Deployment Package**” shall mean the centralized delivery of business-critical applications including the source code (for custom software), documentation, executable code and deployment tools required to successfully install application software fixes including additions, modifications, or deletions produced by the Contractor.

“**Agency**” means the Human Services Department.

“**ASPEN**” means New Mexico’s Automated System Program and Eligibility Network.

“**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against the Contract resulting from this procurement.

“**Business Days**” means Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.

“**Change Request**” shall mean the document utilized to request changes or revisions in the Scope of Work – Exhibit A, attached hereto and incorporated herein.

“Chief Information Officer (“CIO”)” shall mean the Cabinet Secretary/CIO of the Department of Information Technology for the State of New Mexico or Designated Representative.

"Chief Procurement Officer (CPO)" means that person within a state agency's or local public body's central purchasing office who is responsible for the control of procurement of items of tangible personal property, services or construction. "Chief procurement officer" includes the state purchasing agent.

“Close of Business” means 5:30 PM MST or MDT.

“CMS” means the Federal Center for Medicare and Medicaid Services, an agency of the US Department of Health and Human Services.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential client information as such term is defined in State or Federal statutes and/or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by the HSD or any other State agency as confidential, including all information designated as confidential under federal or state law or regulations; (5) unless publicly disclosed by the HSD or the State of New Mexico, the pricing, payments, and terms and conditions of this Agreement, and (6) State information that is utilized, received, or maintained by the HSD, the Contractor, or other participating State agencies for the purpose of fulfilling a duty or obligation under this Agreement and that has not been publicly disclosed.

“Contract” means this Agreement including any Exhibits, Appendices, Statements of Work, the Business Associate Agreement, and any other attachments to this Agreement or incorporated into the Agreement by reference.

“Default” or “Breach” shall mean a violation of this Agreement by either failing to perform one’s own contractual obligations or by interfering with another Party’s performance of its obligations.

“Deliverable” shall mean the outputs of the Services under this Agreement and the Scope of Work by the Contractor as defined under this Agreement as specified in the Scope of Work.

“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” means the terms "may", "can", "should", "preferably", or "prefers" identify a discretionary item or factor.

"DFA" shall mean the Department of Finance and Administration; **“DFA”** shall mean the Department of Finance and Administration.

“DoIT” shall mean the Department of Information Technology.

“Electronic Document Management” means document imaging, scanning and management.

“Enhancement” means any modification including addition(s), modification(s), or deletion(s) that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an error correction.

“Enterprise” means the full spectrum of NM HHS systems and agencies (departments/divisions) engaged in this Project.

“Escrow” shall mean a legal document (such as the software source code) delivered by the Contractor into the hands of a third party, and to be held by that party until the performance of a condition is Accepted; in the event Contractor fails to perform, the HSD receives the legal document, in this case, Source Code.

"Executive Level Representative" shall mean the individual empowered with the authority to represent and make decisions on behalf of the HSD's executives or his/her designated representative.

“Framework” means the fundamental structure to support the development of the HHS 2020 Solution. The Framework acts as the architectural support for the modules, services and applications, ESB, Web services, service layers, commonly shared Core Services, etc.

“GSD” Shall mean the General Services Department, **(GSD/CRB)** means the General Services Department/Contracts Review Bureau.

“GRT” shall mean New Mexico gross receipts tax.

“HHS” means Health and Human Services and includes all State agencies delivering HHS-related services: Department of Health (DOH), HSD, Aging and Long-Term Services Department (ALTSD), Children Youth and Families Department (CYFD).

“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.

“HSD” means the New Mexico State Human Services Department.

“Intellectual Property” shall mean any and all proprietary information developed pursuant to the terms of this Agreement.

“IRS” shall mean the federal Internal Revenue Service.

“ISO” shall mean the HSD ITD Information Security Officer.

“IT” means information technology.

“ITD” shall mean the HSD Information Technology Division.

“ITB” means Invitation to Bid as defined in statute and rule.

“IV&V” means Independent Validation and Verification as defined in Federal regulations and by the New Mexico Department of Information Technology (DoIT).

“Mandatory” means the terms "must", "shall", "will" and "required" identify a required item or factor.

“Minor Technical Irregularities” include anything in a proposal that does not affect the price, quality,

quantity or any other mandatory requirement.

“**MITA**” means Medicaid Information Technology Architecture.

“**MITA SS-A**” means the MITA State Self-Assessment.

“**MMIS**” means the New Mexico Medicaid Management Information System that helps manage the State’s Medicaid program and Medicaid business functions.

“**MMISR**” means the MMIS Replacement System and Project, as explained in the RFP.

“**NMSPA**” means New Mexico State Purchasing Agent or the purchasing agent for the State of New Mexico or a designated representative. May be used interchangeably with “SPA” of State Purchasing Agent.

“**Performance Bond**” shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.

“**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 to make written determinations with respect thereto.

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

“**Project**” when capitalized, refers to the MMIS Replacement effort, and it incorporates the HHS 2020 Framework, modules and services as defined in this RFP. It also includes all the work required to make the systems and services a reality for HSD and its partners. When “project” is used in a lower-case manner, it refers to a discrete process undertaken to solve a well-defined goal or objective with clearly defined start and end times, defined tasks and a budget that is separate from the overall Project budget. A Project terminates when its defined scope or goal is achieved, and acceptance is given by the project’s sponsor. The Project will terminate when the Framework is fully implemented, has been certified by CMS, and meets all the conditions and requirements established by the State.

“**Quality Assurance**” shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.

“**SCS**” means CMS’ Seven Conditions and Standards.

“**Services**” means the services to be provided by Contractor under this Agreement as more particularly described in the RFP and any Scope of Work.

“**Service-Level Agreements (SLAs)**” means an agreement that defines the level of service expected from the service provider.

“**Scope of Work**” means a document signed by the Parties that specified (i) the obligations of each Party; (ii) the schedule for Contractor’s commencement of the services; (iii) any Deliverables; (iv) a reference to

this Agreement and its Effective Date; and (v) any other information deemed necessary by the Parties.

“Software” shall mean all operating system and application software used by the Contractor or any of its permitted Subcontractors in connection with the services delivered under this Agreement.

“Software Maintenance” shall mean the set of activities which result in changes to the originally Accepted (baseline) product set. These changes consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline system.

“Solution” means any combination of design, software, services, tools, systems, processes, knowledge, experience, resources, expertise or other assets that the State, the MMIS and the respective modular contractors use or provide to meet the business needs of the Project.

“Source Code” shall mean the human-readable programming instructions organized into sets of files which represent the business logic for the application which might be easily read as text and subsequently edited, requiring compilation or interpretation into binary or machine-readable form before being directly useable by a computer.

“SPA” mean the State Purchasing Agent for the State of New Mexico or his/her Designated Representative.

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

“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 New Mexico General Services Department.

“Turnover Plan” means the written plan developed by the Contractor and approved by the HSD in the event that the work described in this Agreement transfers to another vendor or the HSD.

ARTICLE 2 SCOPE OF WORK

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

A. Performance Measures. The Contractor shall perform to the satisfaction of the HSD the Performance Measures set forth in Exhibit C, as determined within the sole discretion of the HSD. In the event the Contractor fails to obtain the results described in Exhibit C, the HSD may provide written notice to the Contractor of the Default and specify a reasonable period of time in which the Contractor shall advise the HSD of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the HSD from exercising its rights pursuant to Article 6 or Article 16.

B. Schedule. The Contractor shall meet the due dates, as set forth in Exhibit A, which shall not be altered or waived by the HSD without prior written approval, through the Amendment process, as defined in Article 25.

C. License. [CHOICE #1 – If a software license is required, use the following language.] Contractor hereby grants Procuring Agency a [CHOICE #2- If a perpetual license is required, use the following language] non-exclusive, irrevocable, perpetual license to use, modify, and copy the following Software: [Insert name of software and patent number if applicable]

[CHOICE #3- If the license is required for the term of the Agreement, use the following language] non-exclusive, irrevocable, license to use, modify, and copy the [Insert name of Software and patent number if applicable] Software and any and all updates, corrections and revisions as defined in Article 2 and Exhibit A, for the term of this Agreement.

D. The right to copy the Software is limited to the following purposes: archival, backup and training. All archival and backup copies of the Software are subject to the provisions of this Agreement, and all titles, patent numbers, trademarks, copyright and other restricted rights notices shall be reproduced on any such copies.

1. Contractor agrees to maintain, at Contractor's own expense, a copy of the Software Source Code to be kept by an escrow agent and to list the HSD as an authorized recipient of this Source Code. The Source Code shall be in magnetic form on media specified by the HSD. The escrow agent shall be responsible for storage and safekeeping of the magnetic media. Contractor shall replace the magnetic media no less frequently than every six (6) months to ensure readability and to preserve the Software at the current revision level. Included with the media shall be all associated documentation which will allow the HSD to top load, compile and maintain the software in the event of a Breach.
2. If the Contractor ceases to do business or ceases to support this Project or Agreement and it does not make adequate provision for continued support of the Software it provided the HSD; or, if this Agreement is terminated, or if the Contractor Breaches this Agreement, the Contractor shall make available to the HSD: 1) the latest

available Software program Source Code and related documentation meant for the Software provided or developed under this Agreement by the Contractor and listed as part of the Services; 2) the Source Code and compiler/utilities necessary to maintain the system; and, 3) related documentation for Software developed by third parties to the extent that the Contractor is authorized to disclose such Software. In such circumstances, HSD shall have an unlimited right to use, modify and copy the Source Code and documentation.

[CHOICE #4 – replaces ALL language in C above if no license: Not Applicable. The Parties agree there is no License.]

E. Source Code. **[CHOICE #1 – If for a maintenance and operations contract, use the following language:** The Contractor shall deliver any and all software developed as a result of maintenance releases by the Contractor. The Application Deployment Package must be able to reproduce a fully operational application that includes all base application functionality, all cumulative release functionality and including the functionality, as documented, verified and supported by the Contractor, which comprises the new application release.]

[CHOICE #2 – If Contractor will hold software in escrow, use the following language: For each maintenance release, the Application Deployment Package shall be updated and shall be kept by an identified escrow agent at the Contractor’s expense. The Application Deployment Package shall be in magnetic or digital form on media specified by the HSD. The escrow agent shall be responsible for storage and safekeeping of the storage media. The HSD shall be listed with said escrow agent as an authorized recipient of the storage media which shall contain the most recent application maintenance release deployment package.]

[CHOICE #3 – If Contractor will not hold software in escrow, use the following language: For each maintenance release, the Application Deployment Package shall be updated and shall be delivered to the HSD’s at the Contractor’s expense. The Application Deployment Package shall be in magnetic or digital form on media specified by the HSD and shall be updated with each new application release deployment package at the Contractor’s expense.]

[CHOICE #4: Not Applicable. The Parties agree there is no Source Code.]

F. The HSD’s Rights.

1. Rights to Software. **[CHOICE #1 – If the HSD has right to the Software, use the following language:** The HSD will own all right, title, and interest in and to the HSD’s Confidential Information, and the Deliverables, provided by the Contractor, including without limitation the specifications, the work plan, and the Custom Software, except that the Deliverables will not include third party software and the associated documentation for purposes of this Section. The Contractor will take all actions necessary and transfer ownership of the Deliverables to the HSD, without limitation, the Custom Software and associated Documentation on Final Acceptance or as otherwise provided in this Agreement.]

[CHOICE #2: Not Applicable. The Parties agree the HSD does not have rights to the

Software.]

2. Proprietary Rights. The Contractor will reproduce and include the State of New Mexico's copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of the Deliverables.
3. Rights to Data. [CHOICE #1 – If the HSD has right to the data, use the following language: Any and all data stored on the Contractor's servers or within the Contractor's custody that is required to be gathered or stored to execute this Agreement, is the sole property of the HSD. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the HSD's data in any manner, or provide to any entity or person outside of the HSD without the express written authorization of the HSD.]

[CHOICE #2: Not Applicable. The Parties agree the HSD does not have rights to the data.]

ARTICLE 3 COMPENSATION

- A. Compensation Schedule. The HSD shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in Paragraph D.
- B. Payment. The total compensation under this Agreement shall not exceed [Insert Dollar Amount and confirm matches Exhibit A amount] [including New Mexico gross receipts tax.]

This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the 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 performance of any services in excess of the total compensation amount listed herein.

Payment shall be made upon Acceptance of each Deliverable according to Article 4 and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the HSD no later than fifteen (15) days after the end of the fiscal year in which services were delivered. Payment Invoices received after such date WILL NOT BE PAID.

- C. Taxes. [CHOICE #1- Use if Agreement is between two public entities: Not Applicable; contract is between two public entities.]

[CHOICE #2 - Use if Agreement is between public and private entity: The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the HSD harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

- D. Retainage. **[CHOICE #1:** The HSD shall retain **[INSERT % - recommended percentage is 20% and confirm matches retainage in Exhibit A]** of the fixed-price Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the final Deliverable.]

[CHOICE #2: Not applicable; the Parties agree there is no retainage.]

- E. Performance Bond. **[CHOICE #1: If the amount of the Agreement exceeds \$1Million OR, if the Agreement is for custom developed software/application, OR for Commercial Off the Shelf (COTS) software with greater than 20% Enhancement, OR for any other critical project execution concerns, use the following language:** Contractor shall execute and deliver to HSD, contemporaneously with the execution of this Agreement, a Performance Bond in the amount of **[Insert Total Amount of agreed upon Performance Bond]** in the name of the HSD. The Performance Bond shall be in effect for the duration of this Agreement and any renewals thereof. The required Performance Bond shall be conditioned upon and for the full performance, Acceptance and actual fulfillment of each and every Deliverable, term, condition, provision, and obligation of the Contractor arising under this Agreement. The HSD's right to recover from the Performance Bond shall include all costs and damages associated with the transfer of Services provided under this Agreement to another Contractor or to the State of New Mexico as a result of Contractor's failure to perform.]

[CHOICE #2: Not Applicable. The Parties agree there is no Performance Bond.]

ARTICLE 4 ACCEPTANCE

- A. Submission. Contractor will make the Deliverable(s) available for use by HSD on the due date for the Deliverable(s) as required in Exhibit A, Scope of Work. Additionally, if required by the HSD, the Contractor will submit any draft versions of the Deliverable(s), or portions thereof, on a date or schedule approved by the HSD.

Upon written acceptance by the HSD of the final Deliverable(s) submitted by the Contractor, as

set forth in Article 2 and Exhibit A, Contractor shall submit to HSD a Payment Invoice with a description of the Deliverable(s). Each Payment Invoice shall be for an amount up to the not-to-exceed fixed Deliverable(s) price as set forth in Article 2 and Exhibit A.

B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative, shall determine if the final Deliverable(s) provided meets specifications. No payment shall be made for any final Deliverable until the individual final Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the Executive Level Representative. To Accept the Deliverable(s), the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable(s) and determine, at a minimum, that the Deliverable(s):

1. Complies with the Deliverable(s) requirements as defined in Article 2 and Exhibit A;
2. Complies with the terms and conditions of procurement [*insert name of procurement as listed in recitals above*];
3. Meets the performance measures for the Deliverable(s) and this Agreement;
4. Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
5. Complies with all the requirements of this Agreement.

If the final Deliverable(s) is deemed Acceptable under Quality Assurance by the Executive Level Representative or their Designated Representative, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within 15 Business Days from the date the Executive Level Representative receives the Deliverable(s).

C. Rejection. Unless the Executive Level Representative gives notice of rejection within the 15 Business Day Acceptance period, the final Deliverable(s) will be deemed to have been Accepted.

If the final Deliverable(s) is deemed unacceptable under Quality Assurance, 15 days from the date the Executive Level Representative receives the final Deliverable(s) and accompanying Payment Invoice, the Executive Level Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection.

Upon rejection and receipt of comments, the Contractor shall have ten (10) Business Days to resubmit the final Deliverable(s) to the Executive Level Representative with all appropriate corrections or modifications made and/or addressed. The Executive Level Representative will again determine whether the final Deliverable(s) is Acceptable under Quality Assurance and will provide a written determination within 15 Business Days of receipt of the revised or amended Deliverable(s).

If the final Deliverable(s) is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor shall provide a remediation plan that shall include a timeline for corrective action acceptable to the Executive Level Representative. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the final Deliverable(s) under the terms of this Agreement and available at law or equity.

In the event that a final Deliverable must be resubmitted more than twice for Acceptance, the

Contractor shall be deemed in breach of this Agreement. The HSD may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the HSD may terminate this Agreement.

ARTICLE 5 TERM

[**CHOICE #1-** *If the Agreement is based on a state wide price agreement and is for professional services only:* THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT and GSD/CRB.]

[**CHOICE #2-** *If the Agreement is based on a state wide price agreement and is only for tangible property and/or services, use the following language:* THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT AND SPD, AS APPLICABLE.]

[**CHOICE #3-** *If the Agreement is NOT based on a state wide price agreement and is for professional services only, use the following language:* THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT AND GSD/CRB.]

[**CHOICE #4-** *If the Agreement is NOT based on a state wide price agreement and is for only tangible property and does not include professional services, use the following language:* THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT AND THE STATE PURCHASING AGENT.]

[**CHOICE #5-** *If the Agreement is NOT based on a state wide price agreement and is for both professional services and tangible property/services, use the following language:* THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT AND THE STATE PURCHASING AGENT.]

This Agreement shall terminate on **[Insert Termination Date]**, unless terminated pursuant to Article 6. In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150. **[IF the term of the agreement is greater than four years AND the agreement falls within exceptions to this code, then we can replace the sentence beginning "In accordance..." with the following:** This Agreement falls within the exception to the four-year limitation, established by NMSA 1978, § 13-1-150(B)(1) for services required to support or operate federally certified Medicaid, financial assistance and child support enforcement management information or payment systems.

ARTICLE 6 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 in accordance with Section 6 C below.
- B. **Change in Law/Appropriations.** By the HSD, if required by changes in State or federal law, or

because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature for the performance of this Agreement or at the direction of CMS. The HSD's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

C. Notice; Opportunity to Cure for Cause

1. Except as otherwise provided in Paragraph (C)(4), the HSD shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Contractor's alleged material breaches of this Agreement upon which the termination is based and (ii) state what the Contractor must do to cure such material breaches.

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.

3. Contractor's notice of termination shall only be effective (i) if the HSD does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the 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.

4. 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 Subsection B, above, "Change in Law/Appropriations", of this Agreement.

D. Liability. Except as otherwise expressly allowed or provided under this Agreement, or by a Turnover Plan approved by HSD, 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, or within any time so specified by an approved Turnover Plan. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE HSD'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

ARTICLE 7 TERMINATION MANAGEMENT

A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:

1. Transfer, deliver, and/or make readily available to the HSD property, in any form, in which the HSD has an interest pursuant to the terms of this Agreement, and any and all data, Know How, Intellectual Property, inventions or property of the HSD. Such property shall include, but shall not be limited to, the most recent versions of all files, software and documentation, whether provided by HSD or created by the Contractor under this Agreement;
2. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the HSD;
3. Continue all work required by the Agreement, in accordance with the terms of the Agreement, between the date of receipt or transmission of any notice of termination and the effective date of termination, unless and until specifically directed to immediately cease such work, in writing, by HSD. Contractor shall terminate all purchase orders or procurements and any subcontractors unless otherwise so directed by HSD, or unless necessary to complete work that HSD has not directed the Contractor to cease prior to the effective date of termination. In the event that the timeline for, or the amount of, compensation needs to be adjusted in light of a termination, the same shall be addressed in a Turnover Plan;
4. Take such action as the HSD may direct for the protection and preservation of all property and all records, which in the sole discretion of HSD, are related to or required by this Agreement. All such items shall be immediately provided to HSD, upon request, at no cost to HSD, unless otherwise agreed to by HSD;
5. Unless otherwise agreed to in writing by HSD, agree that HSD is not liable for any costs arising out of termination;
6. Acknowledge that continuity in administration of government functions is the essence of this Agreement, and that in order to ensure such continuity Contractor shall cooperate fully in the closeout or transition of any activities arising pursuant to this Agreement;
7. In the event that this Agreement is terminated due to the Contractor's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the HSD's receipt of program funds from any governmental agency, the Contractor shall remit to the HSD the full amount of the reduction within thirty (30) days of receipt of written request by HSD. This obligation shall survive the term of this Agreement;
8. Should this Agreement terminate due to the Contractor's Default, the Contractor shall reimburse the HSD for all costs arising from hiring new Contractor/subcontractors if it is reasonably necessary for HSD to hire other Contractors/subcontractors to ensure continuation of the government project that is the subject of this Agreement. Such costs shall include, but not be limited to, the difference between any rates the Contractor was to receive pursuant to this Agreement and the rates charged by any replacement Contractor. Contractor shall make such payment within thirty (30) days of receipt of written request by HSD. This obligation shall survive the term of this Agreement;
9. In the event that this Agreement is terminated for any reason, or upon its expiration, the

Contractor shall develop a Turnover Plan, if so requested by HSD. If terminated by HSD, HSD shall make such a request in the notice of termination provided to the Contractor. The Contractor shall provide the Turnover Plan in the format and in accordance with the timeline specified by HSD. The Turnover Plan provided by the Contractor to HSD shall address all issues specified by HSD. The Turnover Plan shall not be effective until and unless approved in writing by HSD.

B.HSD. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the HSD shall:

1. Retain ownership of all work products and documentation created solely for the HSD pursuant to this Agreement; and
2. Pay the Contractor all amounts due for Services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 INDEMNIFICATION

A. **General.** **[CHOICE 1: Use if the Agreement is between private and public entities:** The Contractor shall defend, indemnify and hold harmless the HSD, the State of New Mexico and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, during the time when the Contractor, its officer, agent, employee, servant or subcontractor thereof has or is performing Services pursuant to this Agreement. In the event that any action, suit or proceeding related to the Services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) Business Days after it receives notice thereof, notify, by certified mail, the legal counsel of the HSD, the Risk Management Division of the New Mexico General Services Department, and the DoIT.

[CHOICE #2: Use if the Agreement is between two public entities: Neither party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq.]

B. **[USE WITH CHOICE #1: Use if the Agreement is between private and public entities:** The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by, or for, Contractor, or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the HSD, as necessary, to satisfy any outstanding claim that the HSD may have

against the Contractor.

ARTICLE 9 INTELLECTUAL PROPERTY

[CHOICE #1 – If purchasing only IT hardware/equipment, use the following language: Ownership. Not Applicable. The Parties agree there is no Intellectual Property.]

[CHOICE #2 - Use this provision if HSD is to own the Intellectual Property:]

Ownership. Any and all Intellectual Property, including but not limited to copyright, patentable inventions, patents, trademarks, trade names, service marks, and/or trade secrets created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the HSD shall be considered the creator and owner of such Intellectual Property. Any and all Know How created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the HSD shall be considered the creator and owner of such Know How. The HSD shall own the entire right, title and interest to the Intellectual Property and Know How worldwide, and, other than in the performance of this Agreement, the Contractor, subcontractor(s), officers, agents and assigns shall not make use of, or disclose the Intellectual Property and Know How to any entity or person outside of the HSD without the express written authorization of the HSD. Contractor shall notify the HSD, within fifteen (15) Business Days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure that ownership of the Intellectual Property vests in the HSD and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the HSD. If, by judgment of a court of competent jurisdiction, Intellectual Property or Know How are not deemed to be created or owned by the HSD, Contractor hereby acknowledges and agrees to grant to the HSD and the State of New Mexico, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How.]

[CHOICE #3- If the Contractor will own the Intellectual Property then delete the above language and insert the following language:]

Ownership. Contractor hereby acknowledges and grants to the HSD and the State of New Mexico, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How created or conceived pursuant to, or as a result of, performance of this Agreement.]

ARTICLE 10 INTELLECTUAL PROPERTY INDEMNIFICATION

- A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the HSD, the State of New Mexico and/or any other State of New Mexico body against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the HSD based upon the Contractor's trade secret infringement relating to any product or Services provided

under this Agreement, the Contractor agrees to reimburse the HSD for all costs, attorneys' fees and the amount of the judgment.

To qualify for such defense and/or payment, the HSD shall:

1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2. Work with the Contractor to control the defense and settlement of the claim; and
3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

B. HSD Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

1. Provide the HSD the right to continue using the product or service and fully indemnify the HSD against all claims that may arise out of the HSD's use of the product or service;
2. Replace or modify the product or service so that it becomes non-infringing; or
3. Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the HSD to the extent such modification is the cause of the claim.

ARTICLE 11 WARRANTIES

A. General. The Contractor hereby expressly warrants the Deliverable(s) as being correct and compliant with the terms of this Agreement, the Contractor's official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty encompasses correction of defective Deliverable(s) and revision(s) of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases.

B. Software. [**CHOICE #1- Use if only purchasing or developing software:** The Contractor warrants that any software or other products delivered under this Agreement shall comply with the terms of this Agreement, Contractor's official published specification(s) and technical specifications of this Agreement and all generally accepted industry standards. The Contractor further warrants that the software provided under this Agreement will meet the applicable specifications for [**INSERT # of years - recommend 6mo.-2yrs.**] years after Acceptance by the Executive Level Representative and implementation by the HSD.

If the software fails to meet the applicable specifications during the warranty period, the

Contractor will correct the deficiencies, at no additional cost to the HSD, so that the software meets the applicable specifications.]

[CHOICE #2: Not Applicable. The Parties agree there is no Software.]

ARTICLE 12 CONTRACTOR PERSONNEL

A. Key Personnel.

1. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the HSD. Key personnel are those individuals considered by the HSD to be mandatory to the work to be performed under this Agreement. **[If Key Personnel are identified: Key personnel shall be:**

[Insert Contractor Staff Name(s) or use Exhibit]

2. Process in the Event of Replacement or Diversion:

- a. The Contractor agrees that no Key Personnel shall be diverted or replaced within the first year of the performance of this Agreement, except for a catastrophic event such as illness, accident or death.
- b. If thereafter, one or more of the Key Personnel, for any reason, becomes or is expected to become unavailable for work under this Agreement for a continuous period exceeding twenty (20) business days, the Contractor shall immediately notify HSD and shall submit a written replacement request to HSD. Such request shall provide a detailed explanation of the circumstances necessitating the proposed substitution. The replacement request shall contain a complete resume for the proposed substitute, as well as any other information requested by HSD that HSD deems necessary to evaluate the appropriateness of the proposed substitution and the impact of any such substitution on the performance of the Agreement. Additionally, HSD shall, upon request, be provided with a timely opportunity to interview the proposed substitute before the substitute joins the project.
- c. If, in the sole discretion of HSD, it is determined that one or more Key Personnel who have not been replaced or diverted are devoting substantially less effort to the work than originally anticipated, or if any one or more of the Key Personnel are not, in the sole opinion of HSD, meeting HSD's performance requirements, HSD shall so notify the Contractor. Upon receipt of a notification of request for replacement from HSD, the Contractor shall follow the replacement request process appearing above.
- d. Under no circumstances shall Contractor divert or otherwise replace Key Personnel without the prior written consent of HSD. In the event that any substitution of Key Personnel becomes necessary for any reason discussed above,

or for any other reason, Contractor must complete the above replacement request process and must obtain the written approval of HSD, in such a manner as to ensure that prior approved substitute Key Personnel will be in place within ten (10) business days of the receipt of the replacement request notification by either the Contractor or HSD, unless otherwise agreed to in writing by HSD. Changes of Key Personnel pursuant to this Article shall not be subject to the amendment process of Article 25 herein.

- B. Non-Key Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification; personnel may be replaced only with prior approval by HSD's Executive-Level Representative. For all personnel, the HSD reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to HSD approval. The HSD, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall take all necessary steps to find an acceptable and appropriate replacement person and shall include in its status reports information on its efforts and progress in finding replacement(s) and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel.
- C. The HSD reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the HSD, meeting the HSD's expectations. Such personnel changes shall not be subject to the amendment process of Article 25 herein.

ARTICLE 13 STATUS OF CONTRACTOR

[CHOICE #1- Use if only purchasing IT hardware/equipment: Not Applicable.]

- A. Independent 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 personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.
- B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the HSD.

ARTICLE 14 CHANGE MANAGEMENT

- A. Changes. Contractor may not make changes within the Scope of Work as defined by Article 2 and Exhibit A, unless Contractor has received written approval for such changes from the Executive Level Representative, pursuant to the “Change Request Process” below.

Such changes may include, but not be limited to, deletion of deliverables or tasks as deemed appropriate by the HSD. Additionally, such changes, pursuant to this provision, may only be made to Tasks or Sub-Tasks as defined in Exhibit A and may not be made to the following, which shall only be made by amendment to the Agreement, pursuant to Article 25:

1. Deliverable requirements as outlined in Exhibit A;
 2. Due date of any Deliverable as outlined in Exhibit A;
 3. Compensation of any Deliverable, as outlined in Exhibit A;
 4. Agreement compensation, as outlined in Article 3; or
 5. Agreement termination, as outlined in Article 6.
- B. Change Request Process. A Change Request may be initiated by either the Contractor or the HSD. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1. The Project Manager, after consultation with the Contractor, shall draft a written Change Request for review and approval by the Executive Level Representative to include:
 - a. Name of the person requesting the change;
 - b. Summary of the required change;
 - c. Start date for the change;
 - d. Reason and necessity for change;
 - e. Elements to be altered; and
 - f. Impact of the change.
2. The Executive Level Representative shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the Executive Level Representative are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

ARTICLE 15 INDEPENDENT VERIFICATION AND VALIDATION

[CHOICE #1 for NON IV&V CONTRACTS]: If Independent Verification and Validation (IV&V) professional Services are used or required to be used for the Project associated with this Agreement, the Contractor hereby agrees to cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to:

1. Providing the Project documentation;

2. Allowing the IV&V vendor to attend the Project meetings; and
3. Supplying the IV&V vendor with any other material as directed by the Project Manager.

[CHOICE #2 for IV&V CONTRACTS]: If this Agreement is for IV&V professional Services then the Contractor agrees to:

1. Submit all reports directly to the Department of Information Technology, Project Oversight and Compliance Division (ivandv.reports@state.nm.us) according to the DoIT IV&V Reporting Template and Guidelines found on the DoIT website, http://www.doit.state.nm.us/project_templates.html, and copy the HSD.
2. Use a report format consistent with the current DoIT IV&V Reporting Template and Guidelines found on the DoIT website, http://www.doit.state.nm.us/project_templates.html.

ARTICLE 16 DEFAULT/BREACH

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the HSD and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the HSD and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity. This remedy shall be in addition to, and not in lieu of, any remedy exercised by the HSD pursuant to Article 7, Termination Management.

ARTICLE 17 EQUITABLE REMEDIES

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

ARTICLE 18 LIABILITY

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property at any time, in any way, if and to the extent that the injury or damage was caused by or due to the fault or negligence of the Contractor or a defect of any equipment provided or installed, provided in whole or in part by the Contractor pursuant to the Agreement. Contractor shall not be liable for damages arising out of, or caused by, alterations made by the HSD to any equipment or its installation or for losses caused by the HSD's fault or negligence.

Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and/or employees of the HSD or the State of New Mexico, or any remedy that may exist under law or equity in the event a defect in the manufacture or installation of the equipment, or the negligent act or omission of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

Nothing in this Agreement shall limit the Contractor's liability, if any, related to any breach of privacy or security requirements related to Confidential Information.

ARTICLE 19 ASSIGNMENT

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

ARTICLE 20 SUBCONTRACTING

- A. **General Provision.** The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the HSD. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the HSD.
- B. **Responsibility for subcontractors.** The Contractor must not disclose Confidential Information of the HSD or of the State of New Mexico to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of the Contractor under this Agreement, **[OPTIONAL: which may include execution of a Business Associate Agreement in substantial similarity to Exhibit (insert exhibit number), attached, where appropriate.]**

ARTICLE 21 RELEASE

The Contractor's Acceptance of final payment of the amount 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.

ARTICLE 22 CONFIDENTIALITY

Any Confidential Information provided to the Contractor by the HSD or, developed by the Contractor based on information provided by the HSD 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. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the HSD within thirty (30) Business Days of such

termination. Contractor acknowledges that failure to deliver such Confidential Information to the HSD will result in direct, special and incidental damages.

ARTICLE 23 CONFLICT OF INTEREST

- A.** The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- B.** The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
1. In accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;
 2. This Agreement complies with NMSA 1978, § 10-16-7(A) 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 NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
 3. In accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;
 4. This Agreement complies with NMSA 1978, § 10-16-9(A) 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 NMSA 1978, § 10-16-7(A), 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 NMSA 1978, § 10-16-13, 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 NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article 23 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency 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 23 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 23 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

ARTICLE 24 RECORDS AND AUDIT

The Contractor shall maintain detailed records that indicate the nature and price of Services rendered during this Agreement's term and effect and retain them for a period of five (5) years from the date of final payment under this Agreement.

[FOR CONTRACTORS SUBJECT TO FEDERAL 2 CFA 200 REGULATIONS (PUBLIC BENEFIT PAYMENTS, RENUMBER ARTICLE AND ADD THE FOLLOWING:)]

- B. Contract for an independent audit in accordance with 2 CFR 200 at the Contractor's expense, as applicable or upon HSD request, submit its most recent 2 CFR 200 audit. 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 2 CFR 200 or by Federal program officials for the conduct and report of such audits. An official copy of the independent auditor's report shall be available to the HSD and any other authorized entity as required by law within (fifteen) 15 days of receipt of the final audit report. The Contractor may request an extension to the deadline for submission of the audit report in writing to the HSD for good cause and the HSD reserves the right to approve or reject any such request. The HSD retains the right to contract for an independent financial and functional audit for funds and operations under this Agreement if it determines that such an audit is warranted or desired.
- 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 the Schedule of Expenditures of Federal Awards for each program to facilitate ease of reconciliation by the HSD. This audit shall also include a review of the schedule of depreciation for all property or equipment with a purchase price of \$5,000 or more pursuant to 2 CFR 200, specifically subpart F, §200.500, and appendices where appropriate.
- F. This audit shall include a report on compliance with requirements applicable to each major program and internal control over compliance in accordance with 2 CFR 200, specifically subpart F, §200.500 and appendices.

ARTICLE 25 AMENDMENT

This Agreement, including any exhibit or appendix thereto, shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto [***If this contract is subject to CMS approval, add:*** and CMS]. Where required by state authorities, no amendment shall be effective or binding unless approved by all of the approval authorities. Amendments specifically subject to approval of state authorities in addition to the HSD, include but are not limited to the following:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due Date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement Compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 6.

All terms defined in the Governmental Conduct Act have the same meaning in this Article 23(B).

ARTICLE 26 NEW MEXICO EMPLOYEES HEALTH COVERAGE

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

or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

- C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

ARTICLE 27 NEW MEXICO EMPLOYEES PAY EQUITY REPORTING

- A. The Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. If Contractor has (250) or more employees Contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. For Agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual Agreements anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreements, whichever comes first. Should Contractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.
- B. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of this Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor

requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

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

ARTICLE 28 – SEVERABILITY, MERGER, SCOPE, ORDER OF PRECEDENCE

- A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.
- B. Merger/Scope/Order. This Agreement, inclusive of any attached exhibits, schedules, or appendices, including but not limited to those specifically listed below, constitutes the entire Agreement among the parties. All agreements, covenants and understanding between the Parties have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement. The terms and conditions as stated in the main agreement have precedence over any potentially conflicting terms and conditions in any exhibits, schedules, or appendices attached hereto, except where the Federal Supremacy clause requires otherwise.

In the event of any conflict among the documents and materials, the following order of precedence shall apply:

1. The terms and conditions of this Agreement and its Exhibits;
2. The requirements as described in the Request for Proposal **XX-XXX-XXXX-XXXX** - and any RFP amendments issued.
3. The Services offered in the proposal submitted by the Contractor in Response to RFP **XX-XXX-XXXX-XXXX**;

ARTICLE 29 NOTICES

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

For HSD

**[Insert: Name of Individual, Position
Division]**

E-mail Address
Telephone Number
Mailing Address.]

For CONTRACTOR

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

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

ARTICLE 30 GENERAL PROVISIONS

- A. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, including but not limited to:
1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
 2. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.
 3. Workers Compensation. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the HSD.
- B. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-

1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement.

- C. Waiver. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.
- D. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

ARTICLE 31 SURVIVAL

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

[**OPTIONAL:** Other unexpired agreements, promises, or warranties that will survive the termination of this Agreement are: (*list here*)]

ARTICLE 32 FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

ARTICLE 33 DEBARMENT AND SUSPENSION

- A. Consistent with all applicable federal and/or state laws and regulations, , as applicable, and as a separate and independent requirement of this Agreement the Contractor certifies by signing this Agreement, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state

antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-4.

B. The Contractor's certification in Paragraph A, above, is a material representation of fact upon which the HSD relied when this Agreement was entered into by the parties. The Contractor's certification in Paragraph A, above, shall be a continuing term or condition of this Agreement. As such at all times during the performance of this Agreement, the Contractor must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification the Contractor was then executing this Agreement for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph A, above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:

1. The Contractor shall provide immediate written notice to the HSD's Program Manager if, at any time during the term of this Agreement, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances.
2. If it is later determined that the Contractor's certification in Paragraph A, above, was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the HSD, the HSD may terminate the Agreement.

C. As required by statute, regulation or requirement of this Agreement, and as contained in Paragraph A, above, the Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to the 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.

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

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

B. The Contractor, by executing this 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance is placed when this Agreement is made and entered into. Submission of this certification is a prerequisite for making and entering into this Agreement imposed under 31 U.S.C. § 1352. It shall be a material obligation of the Contractor to keep this certification current as to any and all individuals or activities of anyone associated with the Contractor during the pendency of this Agreement. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to: (1) a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure; and/or (2) at the discretion of the HSD, termination of the Agreement.

ARTICLE 35 NON-DISCRIMINATION

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

such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex, or marital status.

- B. This provision shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
- C. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation or be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert similar provisions in all subcontracts for services allowed under this Agreement under any program or activity.
- D. The Contractor agrees to provide meaningful access to services for individuals with Limited English Proficiency (LEP) in accordance with Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency."

ARTICLE 36 DRUG FREE WORKPLACE

- A. Definitions. As used in this paragraph—
 - 1. "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act, 21 U.S.C § 812, and as further defined in regulation at 21 CFR §§ 1308.11 - 1308.15.
 - 2. "Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
 - 3. "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.
 - 4. "Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
 - 5. "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
 - 6. "Individual" means 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:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 3. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph B. (1);
 4. Notify such employees in writing in the statement required by subparagraph (B)(1) of this clause that, as a condition of continued employment on this Agreement, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
 5. Notify HSD in writing within 10 days after receiving notice under (B) (4) (b) of this paragraph, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 6. Within 30 days after receiving notice under B.(4)(b) of this paragraph of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Taking appropriate personnel action against such employee, up to and including termination; or
 - b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 7. Make a good faith effort to maintain a drug-free workplace through implementation of B. (1) through B. (6) of this paragraph.
- C. The Contractor, if an individual, agrees by entering into this Agreement not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- D. In addition to other remedies available to the Procuring Agency, the Contractor's failure to comply with the requirements of subparagraph B or C of this paragraph will render the Contractor in default of this Agreement and subject the Contractor to suspension of payments under the Agreement and/or termination of the Agreement in accordance with paragraph 4, above.

ARTICLE 37 FINDINGS AND SANCTIONS

- A. The Contractor agrees to be subject to the findings, sanctions and disallowances assessed or required as a result of audits pursuant to this agreement.

- B. The Contractor will make repayment of any funds expended by the HSD, subject to which an auditor acting pursuant to this Agreement finds were expended, or to which appropriate federal funding agencies take exception and request reimbursement through a disallowance or deferral based upon the acts or omissions of the Contractor that violate applicable federal statutes and/or regulations.

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

ARTICLE 38 PERFORMANCE

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

- A. All work will be performed under the supervision of the Contractor, the Contractor's employees, and the Contractor's subcontracted staff.
- B. Contractor agrees that, if Federal Tax Information (FTI) is introduced into Contractor's information systems, work documents, and/or other media by written agreement, any FTI as described in 26 U.S.C. § 6103, limited to FTI received from, or created on behalf of HSD by Contractor; Protected Health Information (PHI) as defined in 45 C.F.R. § 160.103, limited to PHI received from or created on behalf of HSD by Contractor; or Personally Identifiable Information (PII) as defined by the National Institute of Standards of Technology, limited to PII received from or created on behalf of HSD by Contractor pursuant to the Services; all together referred to hereafter in Article 39 as Confidential Information, made available to Contractor shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and will not be divulged or made known in any manner to any person or entity except as may be necessary in the performance of this contract. Inspection by, or disclosure to, any person or entity other than an officer, employee, or subcontractor of the Contractor is prohibited.
- C. Contractor agrees that it will account for all Confidential Information upon receipt and store such Confidential Information in a secure manner before, during, and after processing. In addition, all related output will be given the same level of protection by the Contractor as required for the source material.
- D. The Contractor certifies that the Confidential Information processed during the performance of this Agreement will be deleted from, or otherwise wiped, removed, or rendered unreadable or incapable of reconstitution by known means on all electronic data storage components in Contractor's facilities, including paper files, recordings, video, written records, printers, copiers, scanners and all magnetic and flash memory components of all systems and portable media, and no output will be retained by the Contractor at the time the work is completed or when this Contract is terminated. If immediate purging of all electronic data storage components is not possible, the Contractor certifies that any Confidential Information remaining in any storage component will be safeguarded, using IRS Pub 1075 information storage safeguarding controls

- for FTI to prevent unauthorized disclosures beyond the term of this Agreement as long as Contractor is in possession of such Confidential Information.
- E. Any spoilage or any intermediate hard copy printout that may result during the processing of Confidential Information will be given to the HSD or his or her designee. When this is not possible, the Contractor will be responsible for the destruction (in a manner approved by the HSD) of the spoilage or any intermediate hard copy printouts and will provide the HSD or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
 - F. All of Contractor's computer systems, office equipment, written records, and portable media receiving, processing, storing, or transmitting Confidential Information must meet the requirements defined in relevant federal regulations such as IRS Publication 1075, HIPAA Privacy Rule (45 CFR Part 160 and Subparts A and E of Part 164), HIPAA Security Rule (45 CFR Part 160 and Subparts A and C of Part 164), and/or any other Federal requirements that may apply to this contract. To meet functional and assurance requirements, the security features of the Contractor's environment must provide for security across relevant managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Confidential Information.
 - G. No work involving Confidential Information furnished under this Agreement will be subcontracted without prior written approval of the HSD.
 - H. The Contractor will maintain a list of its personnel, subcontractors, and/or business-related entities with authorized access (electronic or physical) to HSD Confidential Information. Such list will be provided to the HSD and, upon request, to the federal agencies as required.
 - I. The Contractor will provide copies of signed acknowledgments for its staff and its subcontractors and/or Business Associates, to provide certification that relevant information security awareness and training was completed. These certifications will be provided to the HSD upon contract start and, at a minimum, annually thereafter during the term of this Agreement.
 - J. Upon request, the Contractor will provide the HSD copies of current policies and/or summaries of its current plans that document Contractor's privacy and security controls as they relate to HSD Confidential Information. This includes, at a minimum, any System Security Plans which describe the administrative, physical, technical, and system controls to be implemented for the security of the Department's Confidential Information. The plan shall include the requirement for a Contractor notification to the Department Security Officer or Privacy Officer of breaches or potential breaches of information within 24 hours of their discovery.
 - K. All incidents affecting the compliance, operation, or security of the HSD's Confidential Information must be reported to the HSD. The Contractor shall notify the HSD of any instances of security or privacy breach issues or non-compliance promptly upon their discovery, but no later than a period of 24 hours (as stated above). Notification shall include a description of the privacy and security non-compliance issue and corrective action planned and/or taken.
 - L. The Contractor must provide the HSD with a summary of a corrective action plan (if any) to provide any necessary safeguards to protect PII from security breaches or non-compliance discoveries. The corrective action plan must contain a long-term solution to possible future privacy and security threats to PII. In addition to the corrective action, the Contractor must provide daily updates as to the progress of all corrective measures taken until the issue is resolved. The Contractor shall be responsible for all costs of implementing the corrective action plan.
 - M. All client files and patient records created or used to provide services under this Agreement, as between the parties, are at all times property of HSD. Upon HSD's request, all such client files and patient records shall be returned to HSD upon HSD's request or no later than the final agreed upon termination date of this contract.

ARTICLE 39 CRIMINAL/CIVIL SANCTIONS

- A. Each officer, employee, and/or subcontractor of the Contractor to whom tax returns or tax return information is or may be disclosed shall be notified in writing by the Contractor that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Contractor shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by Internal Revenue Code (IRC) Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- B. Each officer, employee, and/or subcontractor to whom tax returns or tax return information is or may be disclosed shall be notified in writing by Contractor that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know may constitute a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Contractor shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.
- C. Additionally, it is incumbent upon Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C.552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to HSD records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000. Furthermore, the Contractor will inform its officers and employees of the penalties imposed by the HIPAA Privacy Rule (45 CFR Part 160 and Subparts A and E of Part 164), and HIPAA Security Rule (45 CFR Part 160 and Subparts A and C of Part 164), which provide that any officer or employee of a contractor, who willfully discloses Protected Health Information in any manner to any person not entitled to receive it, may be subject to civil and criminal penalties of up to \$50,000 and up to one year imprisonment.

- D. Contractor agrees that granting access to Confidential Information to any individual must be preceded by certifying that each individual understands the HSD's applicable security policy and procedures for safeguarding the Confidential Information. Contractors must maintain authorizations issued to such individuals to access Confidential Information through annual recertification. The initial certification and recertification must be documented and placed in a file for the HSD's review. As part of the certification and at least annually afterwards, Contractor will be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches per Section 10 of IRS Publication 1075.)

ARTICLE 40 INSPECTION

The HSD and/or its regulating federal partners (such as IRS, CMS, FNS, etc.) shall have the right to send its officers and/or employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work related to Confidential Information under this contract. On the basis of such inspection, the HSD and/or regulating federal partners may communicate specific measures to be performed or met by the Contractor as may be required in cases where the Contractor is found to be noncompliant with contract safeguard.

ARTICLE 41 CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH LAWS AND REGULATIONS

- A. The Contractor is responsible for compliance with applicable laws, regulations, and administrative rules that govern the Contractor's performance of the Scope of Work of this Agreement and Exhibit A, including but not limited to, applicable State and Federal tax laws, State and Federal employment laws, State and Federal regulatory requirements and licensing provisions.
- B. The Contractor is responsible for causing each of its employees, agents or subcontractors who provide services under this Agreement to be properly licensed, certified, and/or have proper permits to perform any activity related to the Scope of Work of this Agreement and Exhibit A.
- C. [OPTIONAL: If the Contractor's performance of its obligations under the terms of this agreement qualifies it as a Business Associate of the HSD as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, the Contractor agrees to execute the HSD Business Associate Agreement (BAA), attached hereto as Exhibit (list exhibit number), and incorporated herein by this reference.]

ARTICLE 42 CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH LAWS AND REGULATIONS RELATING TO INFORMATION SECURITY

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

1. The Federal Information Security Management Act of 2002 (FISMA);
2. The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
3. The Health Information Technology for Economic and Clinical Health Act (HITECH Act);
4. IRS Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies to include any Service Level Agreement requirements;
5. Electronic Information Exchange Security Requirements, Guidelines, And Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration; and
6. NMAC 1.12.20, *et seq.* "INFORMATION SECURITY OPERATION MANAGEMENT".

ARTICLE 43 ENFORCEMENT

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

ARTICLE 44 AUTHORITY

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

ARTICLE 45 MEDIA

Contractor shall not release or distribute, via news media, social media, or any other consumable media source, any Agreement-related information, including but not limited to, information regarding Contractor's work under the terms of the Agreement, or the status of the work under the Agreement, without the prior express consent of HSD. The Contractor's request to release any Agreement information shall contain a copy of the specific information the Contractor is seeking approval to release and a description of the intended form of release. This provision shall survive the term of this Agreement.

[IF APPLICABLE, ADD ANY HSD SPECIFIC, GRANT SPECIFIC, OR CONTRACT SPECIFIC ARTICLES STARTING AT THIS POINT.]

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 GSD/CRB below:

By: _____ Date: _____
HSD Cabinet Secretary

By: _____ Date: _____
HSD Chief Financial Officer

Approved for legal sufficiency:

By: _____ Date: _____
HSD General Counsel

By: _____ Date: _____
Contractor

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

CRS ID Number: _____

By: _____ Date: _____
Tax and Revenue Department Representative

By: _____ Date: _____
Department of Information Technology Cabinet Secretary

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

By: _____

Date: _____

EXHIBIT A - STATEMENT OF WORK (SOW)

Exhibit B

HIPAA Business Associate Agreement

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

BUSINESS ASSOCIATE, by this PSC [REDACTED] has agreed to provide services to, or on behalf of the HSD which may involve the disclosure by the Department to the Business Associate (referred to in PSC [REDACTED] as “Contractor”) of Protected Health Information. This Business Associate PSC is intended to supplement the obligations of the Department and the Contractor as set forth in PSC [REDACTED] and is hereby incorporated therein.

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

1. Definition of Terms

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

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

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

2. Obligations and Activities of Business Associate
6. General Rule of PHI Use and Disclosure. The Business Associate may use or disclose PHI it creates for, receives from or on behalf of, the Department to perform functions, activities or services for, or on behalf of, the Department in accordance with the specifications set forth in this BAA and in this PSC [redacted]; provided that such use or disclosure would not violate the HIPAA Standards if done by the Department; or as Required By Law.
- A. Any disclosures made by the Business Associate of PHI must be made in accordance with HIPAA Standards and other applicable laws.
- B. ii. Notwithstanding any other provision herein to the contrary, the Business Associate shall limit uses and disclosures of PHI to the “minimum necessary,” as set forth in the HIPAA

Standards.

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

Business Associate shall provide the Department written notice of any such executed agreement.

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

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

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

During the term of this BAA or PSC [REDACTED], the Business Associate shall be required to perform the following pursuant to the Breach Notification Rule regarding Breach Notification, Risk Assessment and Mitigation:

Notification

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

Risk Assessment

- When Business Associate determines whether an impermissible acquisition, use or disclosure of PHI by an employee or agent poses a low probability of the PHI being

compromised, it shall document its assessment of risk in accordance with 45 C.F.R. § 164.402 (in definition of “Breach”, ¶ 2) based on at least the following factors: (i) the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification; (ii) the unauthorized person who used the protected health information or to whom the disclosure was made; (iii) whether the protected health information was actually acquired or viewed; and (iv) the extent to which the risk to the protected health information has been mitigated. . Such assessment shall include: 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons documenting the determination of risk of the PHI being compromised. When requested by the Department, Business Associate shall make its risk assessments available to the Department.

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

Mitigation

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

Notification to Clients

- Business Associates shall notify individuals of Breaches as specified in 45 CFR §164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of a State or jurisdiction, Business Associate shall, if requested by the

Department, notify prominent media outlets serving such location(s), following the requirements set forth in 45 CFR §164.406.

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

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

5. Term and Termination

- a. Term. This BAA terminates concurrently with PSC [REDACTED], except that obligations of Business Associate under this BAA related to final disposition of PHI in this Section 5 shall survive until resolved as set forth immediately below.
- b. Disposition of PHI upon Termination. Upon termination of this PSC [REDACTED] and BAA for any reason, Business Associate shall return or destroy all PHI in its possession and shall retain no copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to the Department notification of the conditions that make return or destruction of PHI not feasible. Upon mutual agreement of the Parties that return, or destruction of the PHI is infeasible, Business Associate shall agree, and require that its agents, affiliates, subsidiaries and subcontractors agree, to the extension of all protections, limitations and restrictions required of Business Associate hereunder, for so long as the Business Associate maintains the PHI.
- c. If Business Associate breaches any material term of this BAA, the Department may either:
 - i. provide an opportunity for Business Associate to cure the Breach and the Department may terminate this PSC [REDACTED] and BAA without liability or penalty in accordance with Article 6, Termination, of PSC [REDACTED], if Business Associate does not cure the breach within the time specified by the Department; or,
 - ii. immediately terminate this PSC [REDACTED] without liability or penalty if the Department determines that cure is not reasonably possible; or,
 - iii. if neither termination nor cure are feasible, the Department shall report the breach to the Secretary.

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

6. Penalties and Training

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

7. Miscellaneous

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

in the event that litigation or an administrative proceeding is commenced against the Department or its employees based upon claimed violation of the HIPAA standards or other laws relating to security and privacy, where such claimed violation is alleged to arise from Business Associate's performance under this BAA or PSC [REDACTED], except where Business Associate or its agents, affiliates, subsidiaries, subcontractors or employees are named adverse parties.

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

APPENDIX J – RFP Crosswalk to CMS Draft RFP Template

Appendix J applies to both Benefit Management Services and Care/Case Management. CMS has provided guidance on the Medicaid Enterprise Certification Toolkit (MECT) including “CMS Uniform RFP Guide, Version 4.2” and has allowed for variation in RFP creation. As NM State Procurements were in process at the time the guidance was provided this RFP is a variation and does not follow the Uniform RFP. This RFP combined with the Addendums, found in the Procurement Library, includes all of the sections of the MMIS Uniform RFP Guide. The table below reflects each section of the Uniform RFP Guide and where the section is addressed in this BMS RFP or Addendum. It is expected each Contractor will review the Uniform RFP Guide in addition to reviewing this mapping.

Table 11 - Crosswalk BMS RFP to CMS Draft RFP Template

#	Uniform RFP Guide	IP RFP Section # and Section Title
1	State Procurement Objectives	INTRODUCTION PURPOSE OF THIS REQUEST FOR PROPOSALS Addendum 20- HHS 2020 Vision and Architecture, HHS MMISR PROJECT VISION Addendum 2 – HHS 2020 Background Information NM HHS and Medicaid, BACKGROUND INFORMATION – Business Objectives APPENDIX G - BMS STATEMENT OF WORK APPENDIX M – C/CMS STATEMENT OF WORK
a	State Vision	II. MMISR APPROACH Addendum 20- HHS 2020 Vision and Architecture, HUMAN SERVICES DEPARTMENT VISION Addendum 2 – HHS 2020 Background Information NM HSD and Medicaid, HHS MMISR PROJECT VISION APPENDIX G - BMS STATEMENT OF WORK APPENDIX M – C/CMS STATEMENT OF WORK
b	Business Objectives	Addendum 2 – HHS 2020 Background Information NM HHS and Medicaid, BACKGROUND INFORMATION – Business Objectives APPENDIX H - BMS DETAILED REQUIREMENTS APPENDIX N – C/CMS DETAILED REQUIREMENTS
2	Technology Standards	II. MMISR APPROACH

#	Uniform RFP Guide	IP RFP Section # and Section Title
		<p>Addendum 20- HHS 2020 Vision and Architecture, HHS 2020 Enterprise Architecture</p> <p>APPENDIX H - BMS DETAILED REQUIREMENTS</p> <p>APPENDIX N – C/CMS DETAILED REQUIREMENTS</p>
a	<p>CMS Requirements [Align with Seven Conditions and Standards]</p>	<p>Addendum 10 - CMS Seven Conditions and Standards</p> <p>Addendum 20- HHS Vision and Architecture, HHS MMISR PROJECT VISION</p> <p>APPENDIX G - BMS STATEMENT OF WORK</p> <p>APPENDIX M – C/CMS STATEMENT OF WORK</p>
	<p>1) Modularity Standard</p>	<p>Addendum 10 - CMS Seven Conditions and Standards</p> <p>Addendum 20- HHS Vision and Architecture, HHS MMISR PROJECT VISION</p> <p>Addendum 20- HHS Vision and Architecture, HUMAN SERVICES DEPARTMENT VISION</p> <p>II. MMISR APPROACH</p>
	<p>2) MITA Condition</p>	<p>Addendum 10 - CMS Seven Conditions and Standards</p> <p>APPENDIX G – BMS STATEMENT OF WORK</p> <p>APPENDIX H - BMS DETAILED REQUIREMENTS</p> <p>APPENDIX M – C/CMS STATEMENT OF WORK</p> <p>APPENDIX N – C/CMS DETAILED REQUIREMENTS</p>
	<p>3) Industry Standards Condition</p>	<p>Addendum 10 - CMS Seven Conditions and Standards</p> <p>II. MMISR APPROACH</p> <p>Addendum 20- HHS Vision and Architecture, HHS 2020 Enterprise Architecture</p> <p>Addendum 20- HHS Vision and Architecture, HUMAN SERVICES DEPARTMENT VISION</p> <p>APPENDIX G - BMS STATEMENT OF WORK</p> <p>APPENDIX M – C/CMS STATEMENT OF WORK</p>
	<p>4) Leverage Condition</p>	<p>Addendum 10 - CMS Seven Conditions and Standards</p>

#	Uniform RFP Guide	IP RFP Section # and Section Title
		<p>II. MMIS APPROACH, A. The MMISR Modules and Services Procurements</p> <p>APPENDIX H - C/CMS DETAILED REQUIREMENTS</p> <p>APPENDIX N – C/CMS DETAILED REQUIREMENTS</p>
	5) Business Rules Condition	<p>Addendum 10 - CMS Seven Conditions and Standards</p> <p>Addendum 20- HHS Vision and Architecture, HUMAN SERVICES DEPARTMENT VISION</p> <p>II. MMIS APPROACH, A. The MMISR Modules and Services Procurements</p> <p>APPENDIX H - BMS DETAILED REQUIREMENTS</p> <p>APPENDIX N – C/CMS DETAILED REQUIREMENTS</p>
	6) Reporting Condition	<p>Addendum 10 - CMS Seven Conditions and Standards</p> <p>APPENDIX G - BMS STATEMENT OF WORK</p> <p>APPENDIX H BMS DETAILED REQUIREMENTS</p> <p>APPENDIX M – BMS SCOPE OF WORK</p> <p>APPENDIX N – C/CMS DETAILED REQUIREMENTS</p>
	7) Interoperability Condition	<p>Addendum 10 - CMS Seven Conditions and Standards</p> <p>Addendum 20- HHS Vision and Architecture, HHS MMISR PROJECT VISION</p> <p>APPENDIX G - BMS STATEMENT OF WORK</p> <p>APPENDIX M – C/CMS STATEMENT OF WORK</p>
b	State Technology Requirements [Optional]	<p>APPENDIX G - BMS STATEMENT OF WORK 4Data Governance</p> <p>APPENDIX M – C/CMS STATEMENT OF WORK 4Data Governance</p>
3	Scope of Work	<p>III. CONTRACTOR ROLE</p> <p>APPENDIX G - BMS STATEMENT OF WORK</p> <p>APPENDIX H - BMS DETAILED REQUIREMENTS</p>

#	Uniform RFP Guide	IP RFP Section # and Section Title
		APPENDIX M – C/CMS STATEMENT OF WORK APPENDIX N – C/CMS DETAILED REQUIREMENTS
	System Integrator Considerations	n/a for BMS, addressed in SI RFP
4	Cost Module and Budgeting Specifications	VII. RESPONSE SPECIFICATIONS A. COST - Offerors must complete the Cost Response as noted in APPENDIX B. APPENDIX B – COST RESPONSE FORM
	System Integrator Considerations	n/a for BMS, addressed in SI RFP
5	Project Management and Governance	Addendum 20- HHS Vision and Architecture, HUMAN SERVICES DEPARTMENT VISION Addendum 19 – HHS 2020 Organizational Chart, HHS 2020 STATE PROJECT MANAGEMENT OFFICE (PMO) APPENDIX H - BMS DETAILED REQUIREMENTS APPENDIX N – C/CMS DETAILED REQUIREMENTS
	System Integrator Considerations	n/a for BMS, addressed in SI RFP
a	State Project Governance	APPENDIX H - BMS DEATILED REQUIREMENTS APPENDIX N – C/CMS DETAILED REQUIREMENTS
b	Vendor Project Management	n/a for a BPO
6	Key Personnel	APPENDIX G - BMS STATEMENT OF WORK APPENDIX H - BMS DETAILED REQUIREMENTS APPENDIX M – C/CMS STATEMENT OF WORK APPENDIX N – C/CMS DETAILED REQUIREMENTS
	System Integrator Considerations	n/a for BMS, addressed in SI RFP
7	Project Performance Standards	APPENDIX G - BMS STATEMENT OF WORK APPENDIX H - BMS DETAILED REQUIREMENTS Appendix K - BMS PERFORMANCE MEASURES APPENDIX M – C/CMS STATEMENT OF WORK

#	Uniform RFP Guide	IP RFP Section # and Section Title
		APPENDIX N – C/CMS DETAILED REQUIREMENTS APPENDIX O – C/CMS PERFORMANCE MEASURES
	System Integrator Considerations	n/a for BMS, addressed in SI RFP
8	Contract Standards	APPENDIX I - SAMPLE CONTRACT
	<input type="checkbox"/> Statement of contract termination procedures;	APPENDIX I - SAMPLE CONTRACT
	<input type="checkbox"/> Statement that the prime contractor is responsible for contract performance, whether or not subcontractors are used;	VI. CONDITIONS GOVERNING THE PROCUREMENT, C. GENERAL REQUIREMENTS 4. Subcontractors/Consent
	<input type="checkbox"/> Requirement for a statement of corporate financial stability and/or for a performance bond; and	VII. RESPONSE SPECIFICATIONS, B. OTHER REQUIREMENTS 3. Financial Stability Documents 4. Performance Bond Capacity Statement
	Statement that the proposed contract will include provisions for retention of all ownership rights to the software by the State, if designed, developed, installed, or enhanced with FFP. (See 42 CFR 433.112 (b)(5) and (6), and 45 CFR 95.617(a)).	n/a for a BPO
9	State Procurement Process	B. MMISR PROCUREMENT LIBRARY VI. CONDITIONS GOVERNING THE PROCUREMENT VI B 4. Proposal Evaluation
a	CMS Language	V. MMISR PROCUREMENT LIBRARY VI. CONDITIONS GOVERNING THE PROCUREMENT VI B 4. Proposal Evaluation
	As outlined in Section 2, Chapter 11 of the State Medicaid Manual includes the following items: – Listing and description of the reference material available to the contractor for use in preparation of proposals and/or in performance of the contract;	V. MMISR PROCUREMENT LIBRARY
	– Standard format and organization for the proposals including both	VI. CONDITIONS GOVERNING THE PROCUREMENT

#	Uniform RFP Guide	IP RFP Section # and Section Title
	work to be performed and cost statements; and	
	– Explanation of the proposal evaluation criteria and the relative importance of cost or price, technical, and other factors for purposes of proposal evaluation and contract award.	VI B 4. Proposal Evaluation

APPENDIX K – BMS Performance Measures

The BMS Contractor will not be liable for any failure to meet performance measures or for associated liquidated damages resulting in whole or in part from events, causes, or responsibilities that are outside of BMS Contractor’s control.

Table 12 - BMS Performance Measures

Phase	#	Category	Performance Standard	Liquidated Damages
DDI/ OPS	1	Configuration Management	<p>The BMS Contractor will not perform any changes including configurable items and business rules which impact HSD without the prior written approval of HSD via the Change Control and Release Management processes and notify the Enterprise when the SLA is not met.</p> <p>HSD will use an emergency approval process to expedite urgent changes necessary to support maximum system availability.</p>	<p>HSD may assess \$5,000 per occurrence for BMS Contractor’s failure to obtain HSD prior written approval for changes.</p> <p>This performance standard applies to mutually agreed upon releases within the Project Schedule.</p>
OPS	2	Disaster Recovery	<p>For the BMS Module, the BMS Contractor shall perform and pass the annual recovery and restoration testing that is outlined and accepted by HSD in the “Disaster Recovery Plan” Deliverable and notify the Enterprise when the SLA is not met.</p> <p>BMS Contractor will coordinate with the SI Contractor and their disaster recovery testing related to its integration with the BMS Module and notify the Enterprise when the SLA is not met. The testing schedule will be mutually agreed upon by HSD and BMS Contractor.</p>	<p>HSD may assess \$5,000 per business day for each day the passing completion of the test for the BMS Module is beyond the scheduled test date.</p>
DDI	3	Project Management	<p>The BMS Contractor shall provide the Deliverables, per DED requirements, by the due dates as set forth in the approved Project Schedule in effect, or as otherwise mutually agreed upon, and notify the Enterprise when the SLA is not met.</p>	<p>HSD may assess \$1,000 per business day thereafter until the date that Deliverable is delivered to HSD.</p>

Phase	#	Category	Performance Standard	Liquidated Damages
OPS	4	Project Management	<p>The BMS Contractor shall deliver to the HSD project manager or designee timely and accurate reports specific to each defined performance measure described in this table of performance measures. The reports shall be specific to the reporting time period and quantifiably specific to the measure being reported. Reports shall be based on a measuring and monitoring methodology and tools approved by HSD.</p> <p>The BMS Contractor and HSD will work together to develop a performance standards status report (“Dashboard” and/or “Scorecard”).</p>	HSD may assess \$100 per performance measurement per day for reports that are not presented to HSD by the agreed upon date and time for submission.
DDI/ OPS	5	Staff Resource Management	The BMS Contractor will replace Key Personnel according to the contract process. Replacement of Key Personnel will take place within thirty (30) calendar days of removal unless a longer period is approved by HSD and notify the Enterprise when the SLA is not met.	HSD may assess up to \$1,000 per Business Day for each Business Day beyond the thirty (30) calendar days allowed for replacement of Key Personnel.
DDI/ OPS	6	Staff Resource Management	<p>Except as set forth in the contract or due to a personnel resignation or termination, the BMS Contractor shall not replace Key Personnel without prior written approval of HSD and notify the Enterprise when the SLA is not met.</p> <p>The list of Key Personnel will be mutually agreed upon, during contract negotiation, by HSD and the BMS Contractor.</p>	HSD may assess up to a maximum of \$10,000 per occurrence.

Phase	#	Category	Performance Standard	Liquidated Damages
OPS	7	System Availability	The BMS Contractor shall provide all components of the BMS Module available for production processing 99.999% of the time, three-hundred sixty-five (365) days per year and notify the Enterprise when the SLA is not met.	<p>HSD may assess liquidated damages per day as specified below when the average daily performance fails to meet the performance standard.</p> <p>Availability drops below 99.999% to 99.99% (more than 864.3 ms and less than 8.66 seconds of downtime per 24-hour period): \$5,000</p> <p>Availability drops below 99.99% to 99.9% (more than 8.66 seconds and less than 1.44 minutes of downtime per 24-hour period): \$7,500</p> <p>Availability drops below 99.9% to 99% (more than 14.4 minutes of downtime per 24-hour period): \$10,000</p> <p>The assessment of Liquidated Damages for this performance standard shall only apply ninety (90) days after the MMISR Go Live in accordance with the mutually agreed upon Project Schedule.</p>
DDI/OPS	8	Business	The BMS Contractor shall deliver the contracted fully functioning BMS services within thirty (30) days of the agreed component release dates (e.g., initial, integrated with legacy, integrated with MMISR).	HSD may assess liquidated damages of \$25,000/day for missed release event until the SLA is achieved.
OPS	9	Business	The BMS Contractor shall maintain agreed upon audit trail records, including the fields and the formats it will audit, and shall provide audit records to the State and notify the Enterprise when the SLA is not met.	HSD may assess \$2,500 per incident not in compliance with performance measurement.

Phase	#	Category	Performance Standard	Liquidated Damages
OPS	10	Business	The BMS Contractor shall maintain an audit trail of all actions by all Users, and external systems, including who performed actions or overrides and inquiries within the BMS components, and shall notify the Enterprise when the SLA is not met.	HSD may assess \$5,000 per incident not in compliance with performance measurement.
OPS	11	Business	The BMS Contractor shall retain audit trail records per State requirements and notify the Enterprise when the SLA is not met.	HSD may assess \$1,000 per incident not in compliance with performance measurement.
OPS	12	Member Management	The BMS Contractor shall generate initial and follow-up EPSDT notices in accordance with the State-defined periodicity schedule.	HSD may assess \$5,000 per incident (letter generation batch run) not in compliance with performance measurement.
OPS	13	Member Management	The BMS Contractor shall generate Enterprise-initiated mass member correspondence in accordance with the due date mutually established by the State and Contractor.	HSD may assess \$5,000 per incident (letter generation batch run) not in compliance with performance measurement.
OPS	14	Provider Management	The BMS Contractor shall perform Provider certification/eligibility and recertification, on a fully completed application, initially and an on-going basis, to comply with the State specified timeframe for the Provider Taxonomy and notify the Enterprise when the SLA is not met.	HSD may assess \$5,000 per incident not in compliance with performance measurement.
OPS	15	Provider Management	The BMS Contractor shall identify State defined critical enrollment Providers (e.g., Tribal 638, Indian Health Service, Behavioral Health, Health Homes), and make them a priority and perform Provider eligibility determination within forty-eight (48) hours of application for enrollment, for non-critical providers perform Provider eligibility determination within ninety-six (96) hours of application and notify the Enterprise when the SLA is not met.	HSD may assess \$5,000 per incident not in compliance with performance measurement.

Phase	#	Category	Performance Standard	Liquidated Damages
OPS	16	Provider Management	The BMS Contractor shall initiate the capture and tracking of the finger print based criminal background check results, within two (2) business days of results being available, for State and Federally identified “high risk” Providers and the direct and indirect ownership interests of the Provider and notify the Enterprise when the SLA is not met.	HSD may assess \$5,000 per incident not in compliance with performance measurement.
OPS	17	UM/UR	The BMS Contractor shall generate a report back to submitter, in the media submitted, of all authorizations and their unique control numbers within one (1) business day and shall notify the Enterprise when the SLA is not met.	HSD may assess \$1,000 per incident not in compliance with performance measurement.
OPS	18	UM/UR	<p>The BMS Contractor shall respond back to submitter, using the same media for authorization request, a decision or request for additional information on one hundred percent (100%) of correct and actionable authorization requests within agreed upon timelines (outlined below) and notify the Enterprise when the SLA is not met.</p> <p>One (1) business day for all “clean” (receipt of complete information) authorization requests.</p> <p>One (1) business day of receipt of additional information.</p> <p>Six (6) business days for decision on all reconsideration of denied authorization requests.</p> <p>Two (2) business days to escalate to State based upon State defined criteria.</p>	HSD may assess \$5,000 per incident not in compliance with performance measurement.
OPS	19	UM/UR	The BMS Contractor shall update Authorization with units available (decrement/de-decrement), based upon claims actions within two (2) seconds of a claim action being received and notify the Enterprise when the SLA is not met.	HSD may assess \$1,000 per incident not in compliance with performance measurement.

Phase	#	Category	Performance Standard	Liquidated Damages
OPS	20	UM/UR	The BMS Contractor shall update assure accuracy of determinations, such that an Enterprise triggered audit of decisions (approved, denied, escalate to State, additional data required, reconsideration), has an accuracy rate of 97% or higher and shall notify the Enterprise when the SLA is not met.	HSD may assess \$1,000 per incident not in compliance with performance measurement.
OPS	21	UM/UR	The BMS Contractor shall update assure accuracy of determinations, such that the number of appeal decisions, resulting in decision reversal, is less than 5% annually and shall notify the Enterprise when the SLA is not met.	HSD may assess \$1,000 per incident not in compliance with performance measurement.
OPS	22	BPM	The BMS Contractor shall complete routine updates (e.g., edits, audits, pricing, codes, copayment applicability, service limits, coverage and prior authorization parameters, copying to a new plan, adding new lines of business and enforces a hierarchy of benefit plan processing for members who have multiple concurrent benefit plans) to Benefit Service Plan within one (5) business days of State approval and notify the Enterprise when the SLA is not met.	HSD may assess \$1,000 per incident not in compliance with performance measurement.
OPS	23	BPM	The BMS Contractor shall complete emergency updates that are necessary to avoid making incorrect payments the same day as requested and notify the Enterprise when the SLA is not met.	HSD may assess \$1,000 per incident not in compliance with performance measurement.
OPS	24	BPM	The BMS Contractor shall make Gross Receipts Tax (GRT) updates in the FS Claim Processing component prior to their effective dates and notify the Enterprise when the SLA is not met.	HSD may assess \$5,000 per incident in which semiannual GRT code updates are not completed by their effective dates.

Phase	#	Category	Performance Standard	Liquidated Damages
OPS	25	BPM	The BMS Contractor shall develop actuarially sound capitation rates for all MCO cohorts and Per Member Per Month (PMPM) rates for PACE, and submit the rates to the State for approval by the due mutually established by HSD and the Contractor.	HSD may assess \$25,000 per incident not in compliance with performance measurement.
OPS	26	System Maintenance	The BMS Contractor shall analyze and propose a resolution to HSD for all Module Severity one (1) incidents within one (1) clock hour from the time the Contractor is aware of the incident and resolve within 24 hours or HSD approval. For the purposes of the SLA herein, Severity one (1) incidents shall be defined as mutually agreed upon prior to each Go-Live.	HSD may assess one thousand dollars (\$1,000) per hour, or part of an hour, for each hour when the resolution is not proposed to HSD per the performance standard.
OPS	27	System Maintenance	The BMS Contractor shall analyze and propose a resolution to HSD for all Module Severity two (2) incidents within four (4) clock hours from the time the Contractor is aware of the incident and resolve within 24 hours or HSD approval. For the purposes of the SLA herein, Severity two (2) incidents shall be defined as mutually agreed upon prior to Go-Live.	HSD may assess five thousand dollars (\$5,000) per incident, when the resolution is not proposed to HSD per the performance standard. The assessment of Liquidated Damages for this performance standard shall only apply ninety (90) days after each Go Live in accordance with the mutually agreed upon Project Schedule.

Phase	#	Category	Performance Standard	Liquidated Damages
OPS	28	System Maintenance	<p>The BMS Contractor shall submit a Corrective Action Plan (CAP) to the State within ten (10) business days of notification of an issue. The CAP must meet State approval. Liquidated and actual damages may be assessed for performance measures that fail to occur within CAP specified times or do not meet requirements established in the CAP.</p> <p>An “Issue” is defined as anything that causes any interruption to any process or service that affects the Stakeholder.</p>	<p>HSD may assess liquidated damages of five hundred dollars (\$500.00) per calendar day for failure to deliver an acceptable CAP after ten (10) business days of notification of the deficiency to the Procuring Agency.</p> <p>For failure to meet the time frame for correcting the deficiency as specified in the CAP or otherwise approved by the Procuring Agency, the Contractor shall pay the Procuring Agency five hundred dollars (\$500.00) per day that the correction is late.</p>
OPS	29	Business	The BMS Contractor shall ensure average response time will be two (2) seconds (response time from entering command to receiving result).	HSD may assess liquidated damages of one thousand dollars (\$1,000) per occurrence of noncompliance.
OPS	30	Business	The BMS Contractor shall ensure 99.5% of transactions complete (response time from entering command to receiving result) in less than three (3) seconds.	HSD may assess liquidated damages of one thousand dollars (\$1,000) per occurrence of noncompliance.

Phase	#	Category	Performance Standard	Liquidated Damages
OPS	31	Business	<p>The BMS Contractor shall ensure that incoming calls receiving a blocked call (busy signal) does not exceed 1.25 percent for both the BMS call center and help desk, to be computed daily and, at a minimum, reported monthly and notify the Enterprise when the SLA is not met.</p>	<p>HSD may assess liquidated damages per day as specified below when the average daily blocked call percentage fails to meet the performance standard.</p> <p>Blocked Call percent between 1.26 and 2.5 percent will be assessed liquidated damages of two thousand five hundred dollars (\$2,500) for each day.</p> <p>Blocked Call percent between 2.51 and 5.0 percent will be assessed liquidated damages of five thousand dollars (\$5,000) for each day.</p> <p>Blocked Call percent between 5.01 and 7.5 percent will be assessed liquidated damages of seven thousand five hundred dollars (\$7,500) for each day.</p> <p>Blocked Call percent then 7.5 percent will be assessed liquidated damages of ten thousand dollars (\$10,000) for each day.</p>

Phase	#	Category	Performance Standard	Liquidated Damages
OPS	32	Business	The BMS Contractor shall ensure that the daily abandonment rate does not exceed five (5) percent for both the call center and help desk, to be computed hourly and, at a minimum, reported monthly and notify the Enterprise when the SLA is not met.	<p>HSD may assess liquidated damages per hour as specified below when the average hourly performance fails to meet the performance standard.</p> <p>Abandonment rates between 5.0% and 9.99% per hour: one thousand dollars (\$1,000)</p> <p>Abandonment rates between 10.0% and 14.99% per hour: two thousand five hundred dollars (\$2,500)</p> <p>Abandonment rates 15.0% and above: five thousand dollars (\$5,000)</p>
OPS	33	Business	The BMS Contractor shall answer eighty percent (80%) of daily calls within twenty (20) seconds for both the call center and help desk, to be computed hourly and, at a minimum, reported monthly.	<p>HSD may assess liquidated damages per hour as specified below when the average hourly performance fails to meet the performance standard.</p> <p>Average Speed to Answer (ASA) percentage between 79.99% and 71.0% within twenty (20) seconds per hour; one thousand dollars (\$1,000)</p> <p>Average Speed to Answer percentage between 70.99% and 65.0% within twenty (20) seconds per hour; two thousand five hundred dollars (\$2,500)</p> <p>Average Speed to Answer percentage 64.99% or below within twenty (20) seconds per hour and below; five thousand dollars (\$5,000)</p>

Phase	#	Category	Performance Standard	Liquidated Damages
OPS	34	Business	The BMS Contractor shall not exceed one percent of daily unresolved calls past one week, to be computed on a weekly basis and, at a minimum, reported monthly.	HSD may assess liquidated damages of two hundred dollars (\$200) per unresolved contact for each day of noncompliance after one week.
OPS	35	Business	The BMS Contractor shall ensure that ninety-five (95) percent of all calls do not exceed three (3) minute total hold time waiting for an agent to return to the call for both the call enter and help desk.	HSD may assess liquidated damages of two thousand five hundred dollars (\$2,500) per occurrence of noncompliance.
OPS	36	Business	The BMS Contractor shall ensure that the agent checks back on the caller, at a minimum of, every thirty (30) seconds that the caller is placed on hold for both the call center and help desk. To be computed per occurrence and, at a minimum, reported monthly.	HSD may assess liquidated damages of one thousand dollars (\$1,000) per occurrence of noncompliance.
OPS	37	Business	The BMS Contractor shall maintain staffing such that ninety-five percent (95%) of all telephone authorizations are answered in person within one hundred twenty (120) seconds and be available from 7:30 a.m. to 5:30 p.m. local time, Monday through Friday (excluding holidays).	HSD may assess liquidated damages of one thousand dollars (\$1,000) per occurrence of noncompliance.
OPS	38	Business	The BMS Contractor shall maintain technical staffing such that the State has 100% help desk after-hours on call access and call is responded to within twenty (20) minutes.	HSD may assess liquidated damages of one thousand dollars (\$1,000) per occurrence of noncompliance.

APPENDIX L – C/CMS COST RESPONSE FORM #1

New Mexico Human Services Department

CARE/CASE MANAGEMENT SOLUTION

Provide an all-inclusive price for all services and tools related to the C/CMS in this RFP, including project management, as a Fixed Price. The cost of each specific deliverable will be negotiated at time of contract but shall equal all the services and tools related to the proposed C/CMS priced below. Offerors are to provide, as part of their budget narrative, their estimated work schedule and the assumptions made in developing the proposed schedule. Pricing also must include all licensing costs (maintenance, renewals, updates, required technical support).

Pricing	Year 1 Costs	Year 2 Costs	Year 3 Costs	Year 4 Costs
C/CMS Total costs must include applicable New Mexico Gross Receipts Tax (NMGRT). Total:				

APPENDIX L – C/CMS COST RESPONSE FORM #2

New Mexico Human Services Department

CARE/CASE MANAGEMENT SOLUTION

Pricing for Optional Contract Extension Years

Provide an all-inclusive price for optional contract extension years for all services and tools related to the C/CMS. Pricing must include all activities and licensing costs (maintenance, renewals, updates, required technical support).

Pricing Component	Year 1 Costs	Year 2 Costs	Year 3 Costs	Year 4 Costs
C/CMS Total costs must include applicable New Mexico Gross Receipts Tax (NMGRT). Total:				

APPENDIX M – C/CMS Statement of Work

This APPENDIX contains the Statement of Work (SOW) for the Care/Case Management Solution (C/CMS) as part of the C/CMS procurement. The SOW is a companion document to the C/CMS requirements found in APPENDIX N and should be read and interpreted as a statement of both expectation and as an explanation of the Project described in Part 1 of this RFP and of the requirements found in APPENDIX N. The SOW described herein outlines the responsibilities and Project obligations of the Contractor. Prior to preparing their proposals in response to this procurement, Offerors are required to review the SI, DS, QA, CCSC, and FS RFPs as well as the questions and answers (Q&A's) and addendums for the respective RFPs as may be found at the Open Requests for Proposals (RFPs) at

<https://www.hsd.state.nm.us/LookingForInformation/open-rfps.aspx>

and Closed Requests for Proposals (RFPs) at

<https://www.hsd.state.nm.us/LookingForInformation/closed-rfps.aspx>.

The Care/Case Management Contractor (“Contractor”) will play a critical role in the overall success of the MMISR Project. The Contractor must provide all required essential business function components, detailed in APPENDIX N, for the C/CMS for the Enterprise as well as comply with all General Requirements.

CMS, the primary funding entity for the MMISR Project, has identified in the MECT certain System Review Criteria (SRCs) that are applicable for MMIS certification. The Contractor must deliver the Solution as outlined in this SOW and meet the SRCs for the C/CMS as detailed in APPENDIX N.

The C/CMS must be SOA compliant and must be fully capable of integration via Application Programming Interfaces (APIs) with the SI Solution, which consists of a highly reliable, loosely coupled, secure SOA compliant integration platform (IP) for all of HHS 2020. The C/CMS must integrate with the ESB. The Systems Migration Repository (SMR) will translate legacy data into data fields and formats (XML) for consumption by the modules. The ESB will provide access to data within legacy systems that continue to function after SMR conversion. The Contractor must adhere to all standards, on integration, interoperability, security, Single Sign On (SSO) and transmission of data, established by the SI Contractor and approved by the State. The Contractor must exchange data using the ESB and acknowledge the data belongs to the State.

The Contractor must acknowledge its affirmative obligation to work with all other modules and must provide data and assist the Data Services (DS) vendor in the development of the C/CMS dashboards the State requires. The Contractor must provide

all data that is necessary for auditing in the format required by the State.

The Contractor's Solution must have the processes, tools and skills to deliver the Care/Case Management functionality. The Contractor must understand and be able to apply proven approaches for efficient delivery of timely and accurate services and minimize duplication of services. The Contractor must be able to efficiently deliver a broad range of extremely high-quality business services in a complex environment from contract award through MMISR certification by CMS and into on-going Maintenance and Operations (M&O).

Offerors are encouraged to propose innovative business solutions and vision that meet or exceed the requirements included for a C/CMS. All Offerors are encouraged to demonstrate added value in their proposals by recommending innovative concepts and solutions which may not have been specifically addressed in this RFP.

The purpose of the HHS2020 Unified Portal (UP) is to provide Members of the Enterprise and State Users with a role-based web application that integrates with the other HHS 2020 modules through the ESB. Offerors must describe how their Solution's web application can be integrated using standards-based Presentation Layer Services (e.g., Web Services for Remote Portlets or WSRP 2.0) for consumption by the UP. If such Presentation Layer Service integration is not supported by the Offeror's solution, the Offeror must propose other standards-based integration mechanisms to allow such consumption within both the internal and external portals.

1. Care/Case Management Services and Approach

The Contractor's project and contract management practices must reflect accepted best practices (e.g., Project Management Body of Knowledge [PMBOK], Continuous Process Improvement [CPI]), complemented by insight gained from successful work on service and technology projects of similar size and complexity for other health care customers. The Contractor's project and contract management approach shall be practical, results-oriented and readily implemented. At a minimum, the Contractor is required to propose compatible processes and tools to perform all the Project and Contract Management activities that are outlined in this C/CMS APPENDIX M and in the Requirements found in APPENDIX N of this RFP and in Addendum 25 - HHS 2020 DOH Requirements Mapping – found in the Procurement Library for this RFP (<https://webapp.hsd.state.nm.us/Procurement/>). In the response of Offerors to APPENDIX N, Offerors must attest that they have reviewed Addendum 25 - HHS 2020 DOH Requirements Mapping and provide assurance that the detailed requirements found in the Addendum can and will be met through the Offeror's C/CMS.

All project management activities shall be coordinated with the HHS 2020 EPMO, and when so directed, by the State's PMO. Contractor's tools must be compatible with those used by the State in Table 13 contained herein.

The Contractor must perform business services necessary to deliver the C/CMS within and across HHS 2020 agencies and interact with the State and HHS 2020 module and BPO Contractors to effectively support HHS 2020 and the MMISR Project. For the purpose of this procurement, the State's definition of a BPO is a contractor with responsibility for the operations and responsibilities of a specific business process to a BPO service provider with oversight by the State. These BPO services are separate business functions and are responsible for performing processes or parts of processes and done to save costs or gain productivity. Due to the certification and auditing requirements for which the MMIS is accountable, the State will retain oversight and require adherence to Service Level Agreements (SLAs) for BPO components, processes and services.

HSD is seeking a Contractor that has demonstrable and proven business services using a service-delivery approach to accomplish the following:

1. Effectively address and support the HHS 2020 Vision and the MMISR modular technology and business services approach while identifying risks and solution options and making informed recommendations.
2. Effectively manage solution related processes with cost-effective implementation, maintenance and operation. Offeror's service approach must demonstrate a commitment to the CMS SCS and to sustainability, flexibility, scalability, extensibility, maximized reuse and interoperability;
3. Apply experience with a C/CMS;
4. Ensure that a phase is complete by applying experience with effective project management including requirements compliance and providing examples of exit criteria and gate reviews;
5. Ensure that a phase is ready to begin by applying experience with Care/Case Management, requirements compliance and project management including providing examples of entrance criteria and gate reviews;
6. Manage parallel delivery timelines and resources (including all subcontractors) to effectively work as a cohesive team to meet State and Federal requirements;
7. Ensure that the C/CMS will be scoped, planned, tested and executed to enable implementation within an aggressive time frame; and

8. Deliver and manage business services that will comply with CMS Certification requirements and that enable the State to improve MITA Maturity Levels across the Enterprise.

As the State is looking to transform the way business is done and for the Contractor to position the State for the future, the Offeror must describe their approach for the C/CMS. While this SOW has defined base functionality and requirements for the C/CMS, the State seeks proposals that include innovative and modern approaches to the implementation and use of the C/CMS.

The Offeror must describe in their proposal their approach to position the State for the future, including but not limited to:

- Increased Stakeholder engagement;
- Identification of innovation beyond that which is specifically requested in this RFP;
- Increased healthcare interoperability and integration with regional and national entities;
- Provision of services with configurable rules-based tools; and
- Scalable services.

1.1 Complete BPO Services

Offerors are responsible for providing all Care/Case Management components and related services to successfully meet all the C/CMS requirements of this BPO procurement. Offerors solution must propose a Care/Case Management tool for Stakeholders and Contractor use in addition to the Care/Case Management services provided by the Contractor that are responsive to the goals and the intent of the HHS 2020 Vision and Framework and the Statement of Work contained herein.

Offerors must describe in their proposals the tools and services that are being offered including the capacity to handle the processing volumes and related business activities and services associated with the C/CMS. Offerors must describe the immediate as well as future benefits which will be provided.

HSD will require the Care/Case Management Contractor to extend Care/Case Management support to other HHS 2020 Project initiatives when requested, e.g., the HSD Child Support Enforcement System Replacement (CSESR), Medicaid buy-in processing, the CYFD Comprehensive Child Welfare Information System (CCWIS), and other programs and projects of the Enterprise, including those of both ALTSD and DOH to the extent that these initiatives align with the HHS 2020 Framework.

Offerors must describe in their proposal the number, types and experience of Subject Matter Experts (SMEs) that are being proposed. SMEs must have the experience, knowledge and expertise to provide C/CMS training to the State. SMEs must support end Users and may be asked to assist in performing associated tasks across the Enterprise. SMEs must have expertise in C/CMS components and be familiar with their application in Health Insurance, Medicaid, other health or social service applications.

The Offeror must describe in their proposal their approach to:

- Automating or eliminating existing manual processes;
- Implementing streamlined workflows for monitoring automatic determinations and escalation as appropriate;
- Integrating data across Agencies;
- Reducing duplication of effort;
- Providing the State with the expertise to make strategic recommendations for increased efficiencies; and
- Implementing alerts and notifications and integrating with the notification engine.

1.2 Subcontractors

The use of subcontractors is acceptable with prior approval by HSD. The Prime Care/Case Management Contractor will be directly accountable for the quality of the C/CMS and its functionality throughout the contract life. The Care/Case Management Prime Contractor is solely responsible for performance under the contract resulting from this RFP. The State retains the option to request replacement of any subcontractor at its discretion. All work, including any work performed by subcontractors, must be performed on shore. No off shoring of work, including storage of data, is permitted by either the Prime Contractor or its subcontractors.

2. Care/Case Management Contractor Role

The Contractor must deliver a C/CMS that complies with the C/CMS requirements found in APPENDIX N and that are responsive to this SOW (APPENDIX M). At a minimum, this includes, performing in accordance with the expectations found in Section 1 above; provide effective Project Management; complying with the Project Management standards established by the HHS 2020 EPMO; supporting and participating in Data Governance; ensuring the security and integrity of data; delivering and operating the C/CMS and providing support services for the Solution. The sections that follow provide additional information and guidance on this SOW. The Contractor must provide the services and

tools to meet the needs of the Enterprise Stakeholders (e.g., ALTSD, CYFD, DOH, HSD).

2.1 The BPO Services

The Contractor must configure, provide and operate the C/CMS, and provide support services for the Solution, including training, technical assistance (as needed), operational support and assistance with applications.

The Contractor's proposed services must comply with and support all applicable Federal, State or other regulations, guidance and laws, including at a minimum, the standards and protocols listed in Addendum 14 HHS 2020 Security Privacy and Standards and Addendum 21 HHS 2020 Security Operational Guidelines in the Procurement Library <https://webapp.hsd.state.nm.us/Procurement/>.

For the purpose of this procurement, the State's definition of a BPO is a contractor with responsibility for the operations and responsibilities of a specific business process to a BPO service provider with oversight by the State. These BPO services are separate business functions and are responsible for performing processes or parts of processes and done to save costs or gain productivity. Due to the certification and auditing requirements for which the MMIS is accountable, the State will retain oversight and require adherence to Service Level Agreements (SLAs) for the BPO components, processes and services.

The Contractor must perform all work necessary to achieve successful implementation and operation of the C/CMS. Specifically, the Contractor must:

1. Perform Care/Case Management project management in compliance with the HHS 2020 EPMO standards and processes;
2. Collaborate and coordinate with the Stakeholders, module Contractors, IV&V and HHS 2020 EPMO;
3. Complete planning related to the C/CMS;
4. Configure, provide and operate the C/CMS to meet the State's business needs in accord with contractual timelines;
5. Take all necessary steps to bring the C/CMS to an operational status and continue operational services for the contract period; and
6. Coordinate with other modules and manage the Care/Case Management project in conjunction with other modules to ensure successful Enterprise wide implementation.

The C/CMS must support the State's efforts to automate case management processes, monitor case activities, and support decision-making through the use of real time data and analytics. The services include training State staff (or their

designees) on the use of the Solution to ensure it is being used to receive the maximum benefit. These services and State access to the Solution must enable the HHS 2020 Enterprise to accomplish its vision of improving health outcomes, reducing cost, achieving Certification and positioning for the future.

2.2 C/CMS

The Contractor must comply with specifications found in this Care/Case Management SOW and the Care/Case Management requirements found in APPENDIX N of this RFP. The State seeks a Care/Case Management Prime Contractor with the expertise to deliver all functionality of the C/CMS within the HHS 2020 Framework even if subcontractors are utilized for components.

2.2.1 C/CMS Minimum functionality:

A. The C/CMS must include but is not limited to:

- Configurable case creation (e.g., required data, task rules, correspondence rules, services) of multiple case types across the Enterprise in a manner that is scalable for Enterprise needs;
- Automatic case creation specific to the case type;
- Tracking and workflow management;
- Correspondence generation and response tracking:
 - Correspondence generation must include validating the “most current” address through integration with HHS 2020 Master Data Management (MDM);
 - Correspondence package creation; and
 - Correspondence issuance (e.g., mail, text, phone, email, publication, mobile device, facsimile, telephone, web or Electronic Data Interchange [EDI]) in the format preferred by the Stakeholder;
- Configurable referral management based on care/case type;
- Notes management including creation, filtering, and text search;
- Prescreening program intake, eligibility management and enrollment based upon State defined rules;
- Configurable assessment forms with scoring and “high risk” identification for expedited follow up;
- Waitlist assignment and monitoring allocation;
- Status assignment and tracking, including automatic updating of status based on an action, response or lack of response to correspondence;
- Provision for external entities (e.g., Case Manager, Consultant, Care Coordination Agency (CCA), Provider, Member, Member representative, Third Party Reviewer, social services staff, Hospice staff, Legal/Judicial staff, MCO, IHS) to complete and submit forms;
- Transition management and coordination between settings, providers

- and programs;
 - Electronic submission of required documents;
 - Provision for saving entry of partial information and store for subsequent updates;
 - Entry of case related meetings and actions occurring;
 - Special class member identification and special processing;
 - Training Management, including:
 - Assignment, tracking and reporting; and
 - State approved material administration in multiple formats (e.g., electronic, paper, online);
 - Critical Incident Management:
 - Reporting from multiple sources with required documentation;
 - Tracking and monitoring of internal and external task completion; and
 - Escalation for Legal/Judicial follow up and tracking;
 - Quality, Contract, Compliance management;
 - Administrative Services funding management, tracking, and reporting;
 - Survey creation, assignment, tracking, escalation and reporting;
 - Complaint, Grievance, Appeal, Fair Hearing management;
 - Integration with Enterprise Shared Services tools and functions, including but not limited to:
 - Security (IDAM and Single Sign On);
 - Notification Engine (e.g., Alerts, Notifications);
 - Interfaces (ESB);
 - Reporting;
 - Electronic Document Management (including forms);
 - Master Data Management;
 - Reporting data;
 - Integration with MCO Care/Case Management Platforms and their Care Coordination Platforms, as well as the State's Health Information Exchange;
 - Contact tracking across multiple media (e.g., phone, email, text, fax, letter, notes); and
 - Budget creation, management, monitoring and reporting.
- B. Data tracking to assist the State in making informed strategic improvements to positively impact population health, Stakeholder satisfaction and program advancements.
- C. The C/CMS must integrate with Shared Services to support outreach to Stakeholders.
- D. The C/CMS must facilitate, through identification, tracking, alerts and notifications, outreach by the State and Contractors to reach potential

Members or existing Members who may qualify for additional programs across the State. Examples include:

- Campaigns to identify potential new Members, make them aware of programs so that they can apply for enrollment in existing health plans and track outcomes of attempts across the populations.
- Campaigns to encourage Members to participate in wellness services and track outcomes; and
- Campaigns to create awareness of the availability of integrated physical and behavioral health programs (e.g., CareLink NM).

E. The C/CMS must exchange data with the Enterprise including but not limited to data from the following applications:

- Activities of Daily Living (ADL) assessment;
- Cognitive assessment;
- Ombudsman assessment;
- Health Risk Assessment (HRA);
- Comprehensive Needs Assessment (CNA);
- Comprehensive Care Plan (CCP);
- Critical Incident Reporting;
- Provider Screenings (e.g., newborn genetic, hearing);
- Care Coordination/Case Management notes; and
- Exception data:
 - Due to loss of full coverage COE;
 - Diagnosis of HIV/AIDS;
 - Residing in a Medicaid approved Assisted Living Facility (ALF) and cannot continue to pay;
 - Discharged from a nursing facility after residing 90 days but did not request a community reintegration prior to discharge;
 - Medically Fragile children who are ventilator dependent or MFW closed;
 - Hardship; and
 - Such other exceptions as may be defined by the State.

2.2.2 Stakeholder Use of C/CMS

Department of Health (DOH):

Additional DOH information is available in the procurement library: Addendum 2 - HHS 2020 Background Information NM HHS and Medicaid; and Addendum 23 - HHS 2020 DOH Documentation

<https://webapp.hsd.state.nm.us/Procurement/>.

DOH intends to use the C/CMS for its Medicaid-related programs initially and extend to their other programs in the future. Its immediate service needs are for the Solution to serve:

- Home and Community Based Services (HCBS) 1915(c) Medicaid Waiver programs:
 - Traditional DD Waiver;

- Mi Via Waiver; and
- Medically Fragile Waiver;
- Central Registry/Wait List;
- State General Fund (SGF) program;
- Incident Management;
- Family Infant Toddler (FIT) program;
- Pre-Admission Screening and Resident Review (PASRR) program; and
- Children’s Medical Service (CMS) Families FIRST program.

Child, Youth, and Families Department (CYFD)

Additional CYFD information is available in the procurement library:
 Addendum 2 - HHS 2020 Background Information NM HHS and Medicaid; and
 Addendum 24 - HHS 2020 CYFD Documentation

<https://webapp.hsd.state.nm.us/Procurement/>.

CYFD intends to use the C/CMS in the administration of programs including, but not limited to:

- Infant and Early Childhood Mental Health Services;
- Early Childhood Services;
- Protective Services; and
- Juvenile Justice Services.

Aging and Long-Term Services Department (ALTSD):

Additional ALTSD information is available in the procurement library:
 Addendum 2 - HHS 2020 Background Information NM HHS and Medicaid

<https://webapp.hsd.state.nm.us/Procurement/>.

ALTSD intends for the C/CMS to provide services in administration of programs including, but not limited to:

- Adult Protective Services reporting;
- Individual Employment Plan [IEP];
- ALTSD application and Care Coordination;
- Aging Network Service program;
- Senior Corps Volunteer program;
- Indian Area Agency on Aging program;
- Community Reintegration [CRI] of Members;
- Central Registry management;
- Senior Community Service Employment Program (SCSEP);
- Consumer and Elder Rights Services;
 - Aging and Disability Resource Center (ADRC);
 - Care Transition; and
 - Long Term Care (LTC) Ombudsman.

Behavioral Health Services Division (BHSD):

Additional BHSD information is available in the procurement library: Addendum 2 - HHS 2020 Background Information NM HHS and Medicaid <https://webapp.hsd.state.nm.us/Procurement/>.

The Behavioral Health Services Division (BHSD) intends for the Contractor to provide Care/Case Management services and Administrative Service Organization (ASO) services in collaboration with the State, for programs including but not limited to:

- Screening Brief Intervention and Referral to Treatment (SBIRT);
- Treat First program;
- Abuse prevention programs;
- Synar Youth Nicotine Prevention Training and Management program;
- Customer Satisfaction Survey Program;
- Methadone Central Registry; and
- Carelink program.

Medical Assistance Division (MAD):

Additional HSD information is available in the procurement library: Addendum 2 - HHS 2020 Background Information NM HHS and Medicaid <https://webapp.hsd.state.nm.us/Procurement/>.

The Medical Assistance Division (MAD) intends to use the C/CMS to assist in administration of its waiver programs and:

- Complaint, Grievance and Appeal, Fair Hearings tracking and management;
- Critical Incident Reporting;
- Contract Management; and
- Community Reintegration (CRI) program.

Child Support Enforcement Division (CSED):

Additional HSD information is available in the procurement library: Addendum 2 - HHS 2020 Background Information NM HHS and Medicaid <https://webapp.hsd.state.nm.us/Procurement/>.

CSED intends for the C/CMS to meet federal and state requirements and to provide services in administration of process areas including, but not limited to:

- Case Initiation;
- Case Monitoring and Management;
- Establishment;
- Enforcement;
- Customer Service; and
- Financial Management.

2.2.3 Examples of Stakeholder C/CMS needs:

Following are examples of what the C/CMS must be able to accommodate.

2.2.3.1 Example of Wait List and Allocation functionality:

The C/CMS must provide the State with the ability to create and manage programs (e.g., HSD Community Benefits [CB] and PACE, DOH DD Waiver, BHSD), their respective central registries, placements and automated creation and tracking of contacts whether by mail, phone, email, text or chat based upon State-defined configurable rules. As placement slots become available to those on the wait list, the system must automatically generate an allocation packet and create a new case. The central registries must update based upon the change in a Member's allocation status. For example, if a Member is on the CB central registry and is allocated services through DD Waiver, the Member would no longer be eligible for CB, so the C/CMS must automatically change the Member's status. The C/CMS must continually pull in information from other systems/data sources to ensure that the demographic and eligibility info in the Central Registry. The C/CMS must perform initial and ongoing cleanup (date of death, moved out of state, lost eligibility) of the Waitlist.

2.2.3.2 Example of Grievance and Appeal functionality:

The C/CMS must provide a configurable, scalable, and automated process for grievances and appeals. The process must include, but is not limited to, the creation and management of appeals (e.g., scheduling hearings, providing data for hearings), grievances and other legal actions across the Enterprise. Authorized interested parties must be provided with an efficient method to inquire on the current status, be provided a status of where such actions are in process or be able to provide updates to the Solution process.

The C/CMS must integrate with the Shared Services for workflow notification and correspondence generation. The Contractor must engage appropriate Stakeholders in the development of all processes to ensure improvement in the processes and Stakeholder satisfaction.

The C/CMS must integrate data (e.g., grievances and appeals; the reason for the grievance or appeal; the timeliness of resolution and the final outcome) with external grievance and appeal systems when a case is referred out. The Case/Care Management Solution must receive and update the originating case with action taken within the external system.

2.2.3.3 Example of Integration with Print Contractor’s functionality:
HSD has established a centralized operation to support the receipt, handling and scanning of documents and has contracted with print/mail vendors to distribute outgoing correspondence. The SI Contractor provides standardized software that is used across the Enterprise to support these activities. Thus, the Contractor must implement procedures to process electronic data sent via the IP rather than paper documents and will route outgoing correspondence electronically via the IP to HSD’s print/mail vendors for distribution.

2.3 Care/Case Management Deliverables and Deliverables Processes

The Contractor must collaborate with the State and its EPMO and provide, at a minimum, the contract services, deliverables, project management and administrative responsibilities required for delivery in a timely and complete manner.

Deliverables must be provided in the agreed-upon format to the designated HSD point of contact as required. Before a deliverable can be considered complete it must be accepted in writing by HSD.

HSD must approve in writing any changes to milestones, deliverables or other material facets of the contract prior to implementation of such changes. HSD may require concurrence of the Federal partner(s) on such changes prior to their implementation.

Document deliverables for this contract must be provided in electronic media, using the Enterprise software standards listed below in Table 13, unless otherwise approved in writing by HSD in advance. The Contractor must provide Care/Case Management technical documentation as needed to update the Enterprise Performance Life Cycle (EPLC) deliverables for CMS. The CMS EPLC deliverables can be obtained at <https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/XLC/Artifacts.html>.

The Contractor must use Microsoft tools for reporting on internal project management activities and provide Care/Case Management documentation and update NM DoIT Enterprise Project Management documents, found at http://www.doit.state.nm.us/docs/project_oversight/project_cert_timeline.pdf.

Table 13 - Standards for Care/Case Management Document Deliverables

OUTPUT	DOCUMENT STANDARDS
Word Processing	Microsoft Word 2013, or newer version

Spreadsheets	Microsoft Excel 2010, or newer version
Graphics	Microsoft Power Point or Visio 2010, or newer version
Schedule	Microsoft Project 2010, or newer version

3. Care/Case Management Deliverables

For deliverables, the Contractor must follow HSD’s deliverable development and review process, which is intended to ensure a shared understanding of deliverable scope and content from inception through completion of a final product. This process comprises the steps outlined below.

Step 1: Deliverable Expectation Document (DED). Develop a concise, bulleted outline for the deliverable. The outline must include: (a) deliverable name; (b) deliverable purpose; (c) headings- generally to third or fourth level, sufficient to illustrate document structure and sequence in which information will be presented; (d) brief bullet statements at each heading level indicating what will be covered, sufficient to demonstrate the breadth and depth of content; (e) identification of anything that will be expressly excluded from the deliverable (that might be considered part of the topic being addressed); and (f) indication of any sections that will be covered strictly or heavily through the use of tables or graphics. The Contractor must collaborate with the State to reach a shared understanding of the intended deliverable. Following this discussion, the Contractor must update the DED, if necessary, to reflect changes agreed upon with the State and then must submit the DED to HSD. Both HSD and the Contractor must sign the final DED to indicate agreement.

Should the Contractor discover, as analysis progresses, the need to revise the DED, the Contractor must propose the desired changes to HSD and must obtain agreement on a revised DED before providing the revised Deliverable.

Step 2: Key Content Reviews. In conjunction with DED development, the Contractor must identify key points in the analysis or deliverable development process at which they will conduct collaborative Key Content Reviews (KCRs). A KCR might be done, for example, to review a methodology that will be used to perform further analysis, to review evaluation criteria or weighting schemes, to review key findings, to review assumptions or constraints that will affect analysis. Fundamentally, a KCR is a short review done to keep the Contractor’s efforts and the State’s expectations aligned and to identify any divergence as early in the analytical and product development process as possible. The Contractor must include collaborative KCRs in the Work Plan for each deliverable as agreed upon with the State.

Step 3: Perform Analysis and Develop Draft Deliverable. As work to develop a Deliverable is completed, the Contractor must develop a draft deliverable using the agreed-upon DED. After the draft deliverable is thoroughly reviewed, the Contractor must deliver the draft deliverable to the State for review.

Step 4: Review Draft Deliverable. The State will distribute the draft deliverable to the appropriate staff for review. HSD and/or other Stakeholder staff will review the deliverable independently, adding comments in the document. Once individual reviews are completed, the HSD Project Manager or designated representative will validate comments and provide to the Contractor.

The Contractor should anticipate that the State will require a walkthrough of the deliverables as part of the review process.

Step 5: Incorporate Comments. The Contractor must review the State comments and must create a Comment/Response Matrix with its responses; e.g., agree to incorporate requested changes, revise wording, or disagree with requested change (and rationale). If there are any changes or comments that the Contractor does not intend to address or does not understand, the Contractor must provide an updated matrix to the State in advance of updating the deliverable. State and Contractor representatives will discuss resolution of those items to arrive at an agreed-upon response to be incorporated in the draft deliverable.

Step 6: Finalize Deliverable. The Contractor must incorporate the agreed-upon changes into a final deliverable. Once the deliverable is thoroughly reviewed and revised as necessary, the Contractor must deliver the final version to HSD.

Step 7: Deliverable Acceptance. HSD staff will verify that all expected changes have been incorporated in the deliverable. Once all agreed-upon changes are verified, the HSD Project Manager will notify the Contractor that the deliverable is complete and accepted.

The timeframes for the steps required in the deliverable review processes will be finalized in the contract resulting from this procurement. The State's standard review period for a draft Deliverable is fifteen (15) business days.

3.1 Requirements

Functional Business Requirements

The Offeror must document the services and functionality that it will provide to meet the requirements of the C/CMS as defined by the State. The State expects that assessment of requirements will be an iterative process that will be repeated throughout the Project lifecycle.

The Contractor must perform the work necessary to provide a final set of C/CMS requirements necessary to configure, provide and operate all the proposed services to the State for review. The result shall integrate with the SI all-inclusive requirements

traceability matrix, which utilizes JAMA®. The requirements work must address the items listed in this APPENDIX M SOW and the requirements listed in APPENDIX N. The Contractor is expected to follow the Project requirements processes outlined below:

1. Conducting and documenting requirements review sessions as required, including updates and creation of final documents;
2. Conducting a gap analysis of requirements to validate that the Care/Case Management met or exceeded the State's requirements;
3. Uploading documents and supporting working documents (as requested by HSD), to the HHS 2020 Document Library;
4. Adoption and utilization of the SI-defined and State-approved transmission, security and integration requirements and processes throughout the life of the contract; and
5. Maintaining and sharing complete and timely system documentation for all functions performed.

3.2 Integration Plan

The Offeror must define in its proposal response its integration approach to comply with the MMISR schedule while being compliant with the standards and processes of the SI Contractor for loading or exposing data to the C/CMS and for sourcing data that must be supplied prior to productive use. The Contractor must prepare an Integration Plan that at a minimum must:

- Identify new and existing data to be integrated, including a map that cites specific data sources and destinations for each field which shall take the form of an approved Data Sharing Agreement, in accordance with Data Governance directives and policies;
- Define necessary conversion and conforming algorithms;
- Define roles and responsibilities associated with data conversion/conformity and field population;
- Identify new and existing data elements in the C/CMS that must be populated or exposed prior to productive use, including those elements that may not have been captured in HSD's legacy systems and sources outside the MMISR;
- Provide a plan for ensuring the C/CMS is appropriately populated with all necessary data prior to productive use;
- Provide a plan for tool integration with the ESB; and

- Provide a plan for testing the converted/conformed and populated data in the C/CMS for accuracy and consistency.

4. Care/Case Management Data Governance

In collaboration with the State, the Contractor must adhere to the HHS 2020 Data Governance processes as defined by the Data Governance Council (DGC) to ensure that data available through and from the C/CMS is accurate, current and complete. The Contractor must participate in the DGC and adhere to all the DGC policies regarding data structure, definitions, values, exceptions, metrics and other directives. The Contractor must utilize the approved tools (e.g., Atlassian suite, Jama, Sparx for Enterprise Architecture) in support of the DGC and its policies.

5. Care/Case Management Security

Security is of primary concern. The State and its contractors are required to ensure the protection of sensitive or confidential information of facilities and personnel. The Contractor must take all necessary steps to ensure that it and its staff are made aware of the security standards that are to be enforced across the framework and within all the C/CMS.

While performing work under this contract, the Contractor is responsible for compliance with:

- Addendum 14 - HHS 2020 – Security Privacy and Standards
- Addendum 21 - Security Operational Guidelines

The Contractor shall integrate these activities with the security plan established by the State and SI Contractor. The Contractor must comply with and ensure compliance with all applicable business, Federal and State security, regulatory security and privacy requirements in addition to adhering to the security standards established by the SI Contractor. The Contractor also must ensure that any controls required by CMS to attain certification are fully addressed.

6. Configure and Provide C/CMS

The Contractor must configure, provide and operate all the C/CMS such that the proposed business services provided are fully functioning, using CMS-compliant technology and meeting the State's business requirements throughout the life of the contract.

6.1 Configuration

Utilizing industry standards, CMS-compliant technology and services, the Contractor

must perform all work necessary to configure all the C/CMS. In addition, when performing this work, the Contractor must:

- Conduct configuration walkthroughs or reviews with State staff and with other Contractors as needed or as requested; and
- Plan, perform and document testing of all C/CMS configuration to meet the State's requirements as defined in Appendix N Requirements which includes ADDENDUM 25 HHS 2020 DOH Requirements Mapping.

6.2 Provide C/CMS

The MMISR implementation will occur in phases, with contractors and components coming online on different schedules as opposed to a traditional single waterfall type "big bang" go-live. During this phased approach, some legacy activities will continue to be conducted by the incumbent MMIS fiscal agent. The Contractor must perform all tasks required to put its services into production in accordance with the Enterprise release schedule, including, but not limited to:

- Create a baseline project plan, using an agreed-upon configuration control tool and process for each C/CMS component's release and scheduled release date(s) approved by the State in coordination and documented with the SI Contractor's integration schedule;
- Verify operational readiness; and
- Provide training necessary to all Contractor and Stakeholder Users.

7. Care/Case Management Testing

The Contractor must provide a comprehensive strategy and plan for the C/CMS, working in collaboration with Stakeholders, adhering to the State's Master Test Management Plan and other contractors where appropriate. This strategy must apply to development and implementation of the module in conjunction with other modules, legacy Contractors, and the SI as well as ongoing change management post implementation work which must include but is not limited to:

1. Development of detailed level test plans and procedures that have been approved by the State to test all changes prior to their implementation;
2. Periodic testing of data restoration from back-up in accordance with State requirements;
3. Performing a disaster recovery test at least annually in accordance with State and CMS requirements;
4. Using automated load, stress, and volume testing software, repeating benchmark performance tests periodically and prior to any large change to its systems or services that may impact performance;

5. Documenting problems identified through any of the tests and ensuring that timely and appropriate corrective action steps are taken to address problems and to mitigate probability of future reoccurrence;
6. Documentation of all as-built environments; and
Distinct SIT, QAT, and UAT and additional environments instances as required by the State.

7.1 Test Plan and Scripts

The Contractor must define its approach for testing of the C/CMS and obtain State approval. Prior to receiving State approval, IV&V and the EP MO will review and provide feedback to the State. The Contractor must, when developing test plans and scripts for the C/CMS:

1. Document and obtain State approval of the Test Plan that:
 - a. Defines the overall testing process, including unit, system integration, User acceptance, field, regression, smoke, parallel and performance testing;
 - b. Define the testing which will occur with the legacy system;
 - c. Defines a mechanism for tracking test performance and completion;
 - d. Defines procedures for managing the test environments, including change control;
 - e. Regularly update test data with newly de-identified data from production;
 - f. Defines procedures for assigning severity to problems encountered;
 - g. Defines reporting content and schedule;
 - h. Defines entrance and exit criteria for each round of testing; and
 - i. Defines the test schedule.
2. Create functional test scripts for full requirements traceability. These will be developed by the Contractor and will adhere to the State's quality assurance standards;
3. Generate appropriate de-identified test data, which may include live production data, that is sufficiently representative of production data to enable valid testing;
4. Prepare and maintain test environments throughout the testing process while ensuring all production data meets security standards in any testing environment;
5. Create and modify as needed automated test scripts that will provide end-to-end coverage of base functionality to be run for each release to ensure regression compatibility;
6. Schedule and coordinate testing;
7. Perform QAT and SIT;
8. Integrate and collaborate with the other modules, including SI, to perform Security Testing (Static Application Security Testing, Dynamic Application Security Testing, etc.);
9. Support UAT for the C/CMS (e.g., run batch jobs, advance system clocks, run queries to provide test data);
10. Document and make available test results;

11. Work closely with the SI Contractor to identify and correct issues that may involve other Contractors' modules;
12. Make all necessary fixes and complete retesting;
13. Analyze test results to identify trends or issues;
14. Report to the State on testing (e.g., issues, pass/fail rate, status against planned testing); and
15. Receive State approval of test results prior to implementation.

7.2 Tested Software

The Contractor must ensure that its Solution as configured is ready for business use. The State and its Stakeholders, the EPMO and its IV&V Contractor will participate in any required system testing and conduct User acceptance testing sufficient to ensure that all functions and components of the Contractor's Solution are performing acceptably. The Contractor must provide documentation to the State for approval of completed testing. The State will perform and evaluate testing and if satisfactory, will certify the software as functionally ready for use.

7.3 Load/Volume/Stress Testing Report

The Contractor must conduct volume/stress testing as directed by the State and document the results of performance testing. Stakeholders will participate in volume/stress testing to ensure that the Contractor's Solution can perform adequately with anticipated volumes of queries, reports and other transactions. The completed load/volume/stress testing must include and document:

1. The overall load/volume/stress testing process including frequency;
2. The load/volume/stress testing results;
3. Recommendations for optimizing system performance; and
4. Improvements made to tune the system for optimal performance.

8. Care/Case Management Enterprise Project Management

Upon contract award, the Care/Case Management Contractor must adopt and comply with the HHS 2020 Enterprise project management processes and standards. The Contractor's project management activities must be coordinated with the HHS 2020 EPMO. The Contractor shall integrate with MMISR Project-wide processes and standards so that a single, effective approach to understanding, managing and communicating information about the Project is possible by all Stakeholders. HSD hosts and maintains a secured SharePoint principal repository (the HHS 2020 Document Library) that encompasses documentation for HHS 2020. All documents related to procurement and to subsequent service delivery will reside in the Document Library.

The Contractor must post to the HHS 2020 Document Library all documents, including payment deliverables and work products related to the procurement and to the subsequent service delivery. The Contractor must post to the HHS 2020 Document Library all

documents, defined in Appendix N, outlined in the schedule, and associated with work under the contract resulting from this procurement.

9. Care/Case Management Staffing

The Contractor must provide the staff required to meet the State's requirements for providing the C/CMS. The Contractor must include a Project Manager and Certification Lead. The Contractor must assign and utilize staff with the requisite skills to successfully execute all work required under the Care/Case Management contract. The Contractor must ensure that all applicable background check requirements are satisfied for staff.

1. The Contractor must manage staff performance throughout assignment to the Project and promptly address any issues, including issues raised by the State, regarding work quality, behavior, accessibility, responsiveness, etc.
2. Every individual assigned to the Project must comply with HSD training requirements and follow HSD policies and procedures.
3. The Contractor must report quarterly to HSD (using an HSD-provided template) key personnel assigned to the contract, including start date, role, location and compliance with training requirements and access status (e.g., HSD security badge, email address).
4. The Contractor must implement a consistent and thorough on-boarding process to introduce new staff to ensure that individuals are fully oriented to the vision, environment, goals, status, tools, training requirements and security requirements needed to understand the Project, services, requirements and State and Contractor expectations.
5. The Contractor must ensure staff complete HSD-required training in a timely manner and that they receive all other training that may be needed to successfully perform its respective roles.
6. The Contractor must implement a consistent transition process to ensure that when an employee or contractor leaves the Project all pertinent work materials are stored in the HHS 2020 Document Library, equipment is returned, an HSD Security Access Request (SAR) Form is completed to ensure security access is revoked, their HSD badge is returned and knowledge transfer is accomplished to minimize the adverse impact as staff transition off the Project.
7. All Contractor staff must comply with all applicable Federal and State security requirements.
8. No Contractor or subcontractor staff may access, view or receive State data off shore.

9.1 Key Personnel

The term “Key Personnel” means Contractor’s staff agreed upon by the State and the Contractor to be both instrumental and essential to the Contractor’s satisfactory performance of services requirements. The Contractor must base its Key Personnel staffing model on its detailed project management plan and schedule. The Contractor must consider the changing needs of the Project by phase (as identified in the Medicaid Enterprise Certification Lifecycle) for Care/Case Management when developing the staffing model. Additionally, the Contractor must maintain a stable Key Personnel team for the duration of the contract.

The Offeror must describe in its proposal the scope and responsibilities of each Key Personnel position(s), the name, title, skill set, experience and location by phase. Offeror’s proposal submission must include a resume for each position proposed. The Offeror shall propose a staffing plan and listing of Key Personnel positions, including Certification, that it believes is appropriate and necessary to implement its services. Offeror also must identify Key Personnel of subcontractors, providing the same information as that for its own Key Personnel.

While the State acknowledges that the Contractor may split staff across clients and projects, the Offeror must provide assurance that the Project task, schedules and quality of work required of the Contractor as described in this RFP will not be negatively impacted by the sharing of Contractor staff across clients or projects.

9.2 Additional Key C/CMS Personnel Requirements

Offeror must propose staff that meet the following requirements:

1. The Project Manager must be an employee of the Contractor at the time the Offeror submits a proposal in response to this RFP;
2. All other Key Personnel included in Offeror’s proposal must be current employees of the Offeror or of its identified subcontractor(s) or must have a signed statement of commitment from the individual to join the Offeror’s organization no later than the planned contract start date;
3. All Key Personnel must be committed for the initial year of the contract performance period. The State may assess liquidated damages per business day for each business day beyond the thirty (30) calendar days allowed for replacement of a Key Staff position, until such time that the key staff is required for project purposes;
4. The Contractor must request no substitutions of Key Personnel within the first sixty (60) days of the contract unless such substitutions are made at HSD request or they are necessary due to sudden illness, death, resignation or other reasons to which HSD may or may not approve; and

5. Changes to proposed Key Personnel positions, staff and responsibilities are allowed only with prior written permission from HSD.

While the Contractor must make every effort to maintain a stable Key Personnel team for contract duration, the Offeror must acknowledge that HSD has the right to refuse any replacement, substitution or reassignment of duties for Key Personnel. Prior to making any such changes, the Contractor must obtain written approval of the change from HSD. In all instances, qualifications of replacement staff must be comparable to or better than those of the individual that is being replaced or whose duties are being reassigned.

HSD retains the right to approve or disapprove proposed staffing and to require the Contractor to replace specified Contractor employees or those of subcontractors. All Contractor staff and the staff of subcontractors must perform their work in the United States; no off-shoring of any work under this contract is allowed.

9.3 Logistical Requirements

The State requires that the C/CMS Contractor maintain a physical site located within seventy-five (75) miles of Santa Fe, New Mexico. At a minimum, staff in this location shall include the Project Manager and staff supporting customer service functions, and coordination with other BPO module Contractors. The final location of the Contractor's New Mexico facility must be approved by the State.

Work Hours and HSD Broadband Connection

- Business hours for the State of New Mexico are Monday through Friday, 7:30 AM through 5:30 PM Mountain Time (MT) except for State holidays. Contractor staff shall be available throughout normal NM business hours.
- The Contractor must request, and the State shall provide at Contractor's expense a broadband circuit to the Contractor, enabling connectivity to the HSD network.
- To ensure security vulnerabilities are not introduced from the Contractor to the HSD network, the Contractor shall comply with all HSD and DoIT security controls, including but not limited to timely implementation of system patches, separation of any wireless network, maintaining up-to-date antivirus protection and implementing perimeter firewalls.

9.4 C/CMS Stakeholder Collaboration

The HHS 2020 and the MMISR Project involves a wide range of Stakeholders. While the SI Contractor is responsible for coordinating an integrated approach to Stakeholder collaboration, the Contractor must collaborate with, participate in meetings with and otherwise coordinate with Stakeholders as required and necessary to complete work under the contract resulting from this procurement.

10. Care/Case Management Training

The Contractor shall develop appropriate training documentation, in accordance with CMS EPLC requirements (e.g., Enterprise Life Cycle, Enterprise Performance Life Cycle, Expedited Life Cycle), for the C/CMS. The Contractor shall provide knowledge transfer to the Stakeholders as required.

10.1 Training Plan

The Contractor must define an innovative approach and schedule for end-User and technical systems operation/configuration/administration training. The Contractor's Training Plan must address not only use of its services but provide training in new techniques that will enable Stakeholder Users to perform required functions. The Care/Case Management Contractor must collaborate with external Users (e.g., outside reviewers, State contractors, providers) and Stakeholders to assure all Users receive the training and technical assistance required to use the C/CMS. Examples include:

- Regular User training;
- Technical assistance for C/CMS issues;
- Targeted User outreach; and
- Bulletins and educational materials to be available to User communities.

The Contractor must provide to the State and implement a Training Plan that includes at a minimum:

1. Outlines the proposed classes and curriculum for each in person and online class;
2. Provides a content outline to guide development of online (e.g., self-led tutorials, learning management systems [LMS], distance eLearning, instructor led WebEx) training and classroom materials;
3. Identifies attendees and instructors;
4. Provides a training schedule and sign-up capability;
5. Provides role-based User training and support;
6. Describes the process for accessing Contractor SMEs for training assistance; and
7. Provides a mechanism for tracking completion of training and assistance.

10.2 Training Materials

The Contractor must provide content and materials in agreed upon formats (e.g., on-line, printed) with State approval for each training, tailored to the C/CMS configuration, contents and use.

10.3 Business User Manual

The Contractor must provide and make available online a Business User Manual to guide Stakeholder staff with the use of the C/CMS. The Contractor must provide online help (e.g., Screen Tip, hyperlinks to other documents, keyword search, chat, tool tips, definitions page, User guide, policy guidance, hover over help) and documentation that supports Stakeholder-specific business use of the C/CMS and provides guidance to end Users in correct execution of User-performed application maintenance and report configuration activities.

The Business User Manual must be delivered no less than thirty (30) days prior to User Acceptance Testing (UAT).

11. C/CMS Support and Maintenance

The Contractor is required to provide all the support necessary to operate and maintain its business services over the contract life, including creating and maintaining required documentation and upgrading systems as necessary to maintain peak performance of business services. The Contractor shall:

- Ensures that its C/CMS is available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, for 99.999% of the time except for agreed-upon maintenance windows;
- Provides appropriate, tier level support as defined in the contract, via a help desk function available during all State business hours for Users and for other Contractors to address questions or issues involving the C/CMS and interaction across the MMISR Solution; and
- Comply with service level requirements (e.g., response times, resolution times, performance levels, issue resolution and prevention) agreed upon with the State and plans for expanded service capacity as required (see APPENDIX K – HHS 2020 Performance Measures).

11.1 Operational Stabilization Plan

The Contractor must provide to the State a detailed task plan, including a readiness checklist and resource assignments, to support moving the C/CMS into production.

The go-live task plan must be delivered hundred twenty (120) days before deployment and be updated after the last UAT iteration is complete, based on lessons learned from UAT.

11.2 Operational Use

The Contractor must provide a fully functioning C/CMS configured to meet the State's functional requirements, loaded with data per the Conversion Plan and updated

regularly from source systems per the SI Interface Management Plan.

The Contractor must coordinate with the SI Contractor to ensure the C/CMS adheres to MMISR technical standards and integrate with the other modules within the MMISR Solution. Changes to the C/CMS may not be made without the approval of the State and sufficient testing to ensure that the modifications operate correctly without negatively affecting the other MMISR modules. The Care/Case Management Contractor must coordinate with the State, SI Contractor and other Contractors throughout the operation and maintenance of its Solution.

11.3 C/CMS Support

The Contractor must provide the State with ongoing C/CMS support to include troubleshooting and problem resolution. The Contractor must adhere to the SLAs defined in APPENDIX K-HHS 2020 Performance Measures.

11.4 Performance Analysis and Reporting

The Contractor must conduct performance monitoring utilizing tools and reporting that comply with SI and EPMO tools. Performance metrics include, but are not limited to, the SLAs defined in APPENDIX K -HHS 2020 Performance Measures.

11.5 C/CMS Quality Management Plan

The Contractor must submit a Quality Management Plan (QMP) for Care/Case Management that will integrate with the SI Master Quality Management (QM) and Quality Assurance Plan (QAP).

The Contractor's State-approved QMP must be a guide to an active, independent QM program throughout the contract life. The QMP must include, but is not limited to, the following:

1. Reporting progress to the State regarding Project corrective action plans (CAPs) on all deficiencies identified by the QM staff;
2. Conducting work groups to support and proactively engage in Continuous Process Improvement (e.g., streamlining costs, reducing risks, streamlining processes, increasing efficiency) and to measure and report on effectiveness of new approaches or processes; and
3. Regular reporting on QM activities, including but not limited to, work performed, detailed analyses of QM findings, statistics related to the findings and CAP and statuses.

11.6 Optimize the C/CMS

The Contractor must suggest and implement State-approved improvements to achieve optimal performance. The Contractor must complete service and system optimization

and document improvements made for optimal performance within State and SI Contractor agreed upon timelines. In addition, the Contractor must ensure that the hardware and software components of its Solution remain under Contractor support and, at no additional cost to the State, must upgrade to a supported release prior to any hardware or software version falling out of Contractor support.

12. C/CMS Business Continuity, Disaster Recovery and Backup

The C/CMS and the MMISR Solution as a whole are mission critical systems for the State. For that reason, continuity of operations is essential. The C/CMS proposed services must maintain availability 24 hours a day, 7 days a week, 365 days a year for 99.999% of the time except for agreed upon maintenance windows.

The Contractor must achieve a Recovery Point Objective (RPO) of five (5) minutes. This is applicable to the C/CMS module only, however, Contractor is responsible for integration with the SI Platform. All database components of the CMS module must be restored within sixty (60) minutes of declaration of disaster.

12.1 Business Continuity

The Contractor must develop, document, coordinate and implement a comprehensive Business Continuity Plan that complies with State and Federal standards, integrates with the SI Contractor's consolidated Business Continuity and Recovery plan, and commits the Contractor to the following:

1. Identifies essential organizational missions and business functions and associated contingency requirements;
2. Provides recovery objectives, restoration priorities, and metrics;
3. Addresses contingency roles, responsibilities, assigned individuals with contact information;
4. Addresses maintaining essential organizational missions and business functions despite an information system disruption, compromise, or failure;
5. Addresses eventual, full information system restoration without deterioration of the security safeguards originally planned and implemented.

12.2 Disaster Recovery and Backup

In accordance with the requirements found in APPENDIX N, the Contractor must develop, document, coordinate and implement a comprehensive Disaster Recovery Plan that includes a secondary DR site. This Plan must address all CMS, DoIT, HSD and other applicable State requirements. The Contractor must update this Plan quarterly, at a minimum, with any required changes to its architecture, application inventory, procedures and processes. The DR Plan must be tested at least annually with documented results.

The Contractor must perform and manage all system backup activities in accordance with the State's policies and requirements, including regular testing of restore procedures and performing capacity management related to backup files. The Contractor also must plan, lead and document an end-to-end disaster recovery exercise at least annually and participate in the Enterprise end-to-end disaster recovery exercise that includes failover of all components with the results provided to the State within thirty (30) days.

The Contractor must develop, document, coordinate and implement a comprehensive Disaster Recovery Plan that both integrates with the SI Contractor's consolidated Disaster Recovery plan and process and commits the Contractor to the following:

1. Performance and storage of incremental and full system backups in accordance with State backup and retention policies;
2. Development, documentation, coordination and implementation of a comprehensive Disaster Recovery Plan that includes a secondary DR site and addresses all CMS, DoIT, HSD and other applicable State requirements;
3. Performance and management of all system backup activities in accordance with the State's policies and requirements, including regular testing of restore procedures and performing capacity management related to backup files;
4. Planning and leading an end-to-end disaster recovery exercise for C/CMS at least annually and participate in the Enterprise end-to-end disaster recovery exercise that includes failover of all components;
5. Compliance with State and Federal document retention requirements;
6. Maintenance of a secure and fully replicated recovery version of its Solution;
7. Disaster avoidance, critical partner communications, and execution of appropriate business continuity and disaster recovery activities upon discovery of a failure;
8. Timely recovery after a failure, with the ability to successfully roll back to a previous state based upon State-defined timelines;
9. Use of all necessary means to recover or generate lost system data (at Contractor's expense) as soon as possible, but no later than one (1) calendar day from the date the Contractor learns of a loss;
10. Catastrophic failure recovery, disaster recovery, backup (with off-site storage) and rapid failover redeployment, including all stored data;
11. Meeting Recovery Point Objectives (RPO) as defined by the State to ensure that no data within the RPO window will be lost;
12. Meeting Recovery Time Objectives (RTO) as defined by the State to ensure that its Solution is available within that timeframe; and
13. The BCP must comply with CMS requirements and the SLAs defined in APPENDIX K - HHS 2020 Performance Measures.

13. Care/Case Management Transition Planning and Management

A smooth and successful transition requires true collaboration and effective communication amongst the State, Stakeholders and the Contractor. Upon request, or at least one hundred and twenty (120) days before the contract ends, the Contractor must develop and submit a Care/Case Management Transition Plan that includes, at a minimum:

- Proposed approach to transition;
- Transition tasks and activities;
- Personnel and level of effort in hours;
- Transition schedule, including tasks and activities, start and end dates of each, dependencies, milestones and resources;
- List of all C/CMS documentation and schedules for updating documentation before transition; and
- Any requirements for State or other MMISR Contractor participation.

The Care/Case Management Transition Plan must take into consideration HSD-provided and other applicable State or Enterprise requirements. After the State has agreed to the Contractor's Care/Case Management Transition Plan, the Contractor must implement the plan to transition the C/CMS module to the State or to another Contractor, as required.

14. Care/Case Management Certification

Contractor shall collaborate with HSD and the MMISR IV&V Contractor through the CMS MMIS certification process including but not limited to the following:

1. Ensure that the C/CMS meets CMS certification requirements;
2. Comply with applicable CMS MMIS MECT checklist System Review Criteria for the C/CMS per Addendum 18 in the procurement library;
3. Provide the necessary C/CMS artifacts and evidence for CMS Operational and Final Milestone reviews as defined in the State's Certification Plan;
4. Work with HSD and the MMISR IV&V Contractor to review the C/CMS artifacts and evidence and update the documentation if needed; and
5. As part of weekly and monthly status report, provide update on the C/CMS Certification activities.

Contractor shall refer to CMS Certification guidelines, updated August 2018, at <https://www.medicaid.gov/medicaid/data-and-systems/mect/index.html>.

Contractor is responsible for the following Certification Activities during all Milestone Reviews:

1. Coordinate preparation for the C/CMS Certification activities and artifacts;
2. Respond to questions from the State, IV&V or CMS for the C/CMS;
3. Resolve issues that prevent the State from receiving certification based upon components of the C/CMS; and
4. Perform required certification activities as necessary for the C/CMS.

APPENDIX N – C/CMS Detailed Requirements

The Contractor (“Contractor”) for this NM MMISR module and services procurement must ensure that its Solution meets all applicable State and Federal requirements and standards, including but not limited to those listed in this APPENDIX and those in APPENDIX M Care/Case Management Statement of Work. The requirements contained herein will extend through the life of the Project and the Care/Case Management Contract issued pursuant to this RFP. The RFP is intended to provide clarity of the State’s vision for the Project. Offerors must consider the entire RFP when providing responses to the requirements listed herein. As this procurement is for Care/Case Management tool and services the Offeror must review the list of SLAs in Appendix O - C/CMS Performance Measures and indicate ability to comply with this preliminary list of Services Level Agreements (SLAs) and Liquidated Damages (LDs).

Offerors responding to APPENDIX N must review Addendum 25 - HHS 2020 DOH Requirements Mapping and include in the Proposal assurance that the detailed requirement found in Addendum 25 - HHS 2020 DOH Requirements Mapping can be met through the C/CMS proposed. To assist the Offeror in this evaluation Addendum 25 - HHS 2020 DOH Requirements Mapping reflect the APPENDIX N that the Enterprise believes covers the DOH Requirement. <https://webapp.hsd.state.nm.us/Procurement/>

Offerors must respond to the requirements in a requirement/response format and **must** present its cross-referenced response to the requirements in the order in which they are presented below. For requirements 10.001-10.085 (except 10.007, 10.063) and requirements 12.005-12.043 (except 12. 010, 12.011, 12.013, 12.022, 12.036) Offerors must provide the following information:

- Product Type (Saas, Paas, COTS, OS, ECS, NCS), Product Type values mean:
 - SaaS – Software as a Service
 - PaaS – Platform as a Service COTS-Commercial Off the Shelf
 - OS – Open Source Solution
 - ECS – Existing Custom Solution (Offeror already has a custom solution)
 - NCS – New Custom Solution (Offeror does not have a custom solution but recommends and commits to developing a custom solution)
- Currently Deployed (YesMMIS, Yes, NoDDI, No). Currently Deployed values mean:
 - YesMMIS – Yes, deployed in an MMIS
 - Yes – Yes, deployed in other than an MMIS
 - NoDDI – Not deployed but in DDI phase MMIS or other
 - No – Not deployed or in DDI
- Security Tested status (12, 12+, No). Security Tested values mean:
 - 12 – Yes it has been security tested and passed within the last 12 months (MMIS)

- or other deployment)
- 12+ – Yes it has been security tested and passed in greater than the last 12 months (MMIS or other deployment),
- No – No it has not been security tested and passed in any deployment.

Offerors **also must respond** to the questions that follow the numbered requirements herein.

Offerors will note that instead of the typical historical MMIS requirements that specify the manner and process by which things are to be done, the requirements contained herein have been written to focus on desired outcomes; e.g., instead of a “how” focus, the focus is on “what.” The State is not dictating Offeror’s C/CMS; it is interested in securing a Contractor for the Care/Case Management who brings leading edge service capability that responds to the State’s goals and desired outcomes and which offers change improvement coupled with low risk. Offerors should understand that a request for “description of how its services...” is in effect a performance requirement and an expectation of the Offeror’s C/CMS. CMS shares our desire to have a C/CMS that fosters best-in-breed services for the state MMIS, with the selected Contractor responsible for successful integration of the chosen Solution. The State seeks a Contractor that will enable the State and CMS to achieve that goal through improved performance, adaptability, use of open APIs, more comprehensive services and leveraged experience from similar projects elsewhere.

Prior to preparing proposals in response to this procurement, Offerors are expected to review the System Integrator, Data Services, Quality Assurance, Consolidated Customer Service Center and Financial Services module RFPs as well as the related questions and answers (Q&A’s) and addendums for the respective RFPs which may be found at Open Requests for Proposals (RFPs) site <https://www.hsd.state.nm.us/LookingForInformation/open-rfps.aspx> and Closed Requests for Proposals (RFPs) site <https://www.hsd.state.nm.us/LookingForInformation/closed-rfps.aspx>.

Requirements can be found on the following pages.

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Table 14 - Care/Case Management Requirements
The Requirements below are for Care/Case Management

Category	ID	Requirement
Care/Case Management Solution	10.001	Offeror shall provide a description of their proposed Care/Case Management Solution (C/CMS) including unique or innovative features and advantages and benefits to the State.
Care/Case Management Solution	10.002	Offeror shall describe how its proposed Solution automatically assigns a randomly generated unique case number, for each case established, that can be associated with other case numbers.
Care/Case Management Solution	10.003	Offeror shall describe how its proposed Solution flags care management candidates based on referrals from Enterprise staff or other third parties and automatically creates cases.
Care/Case Management Solution	10.004	Offeror shall describe how its proposed Solution identifies Members for a Care Management case type based on Enterprise configurable criteria.
Care/Case Management Solution	10.005	Offeror shall describe how its proposed Solution allows manual and automatic case creation based upon Enterprise-defined business rules for varying case types.
Care/Case Management Solution	10.006	Offeror shall describe how its proposed Solution provides an easily configurable rules engine that does not require Enterprise staff to have a level of expertise that would hinder the ability to implement, alter, and maintain current and new programs.
Care/Case Management Solution	10.007	Offeror shall describe how its proposed Solution allows non-technical Enterprise resources to quickly configure rules, add fields, and add date ranges to the business rules.

Category	ID	Requirement
Care/Case Management Solution	10.008	<p>Offeror shall describe how its proposed Solution provides appropriate business rules including the ability to monitor, intervene in and resolve rules, based on actions or unexpected failures. Offeror must describe how its Solution will provide the:</p> <ul style="list-style-type: none"> • Ability for the Solution to display and to generate “to-do” lists by user; • Ability to define Enterprise business rules to generate a task; • Ability to transfer "to-do" tasks to other authorized System users; • Ability for an administrative user to create and modify business rules; • Capability to configure workflow routing to Users; • Ability to keep an electronic log of the investigations into the actions, and their resolutions; • Ability to define Enterprise business rules for handling of incoming data or triggers that generate “to-do” tasks; • Ability for Users to track resolutions over time to identify trends and patterns; and • Ability for reviewers to assign tasks and reminders to other authorized Users.
Care/Case Management Solution	10.009	Offeror shall describe how its proposed Solution displays a list of approved providers and allows selection of provider for Member services, stores and displays the selection.
Care/Case Management Solution	10.010	Offeror shall describe how its proposed Solution provides the ability to identify and automatically create a type specific case based upon Enterprise-defined business rules and inform the Enterprise when a case is created.
Care/Case Management Solution	10.011	Offeror shall describe how its proposed Solution automatically establishes and monitors a grievance and appeal case and reports to the State.
Care/Case Management Solution	10.012	Offeror shall describe how its proposed Solution provides the ability to create, capture, track, and maintain cases by type.
Care/Case Management Solution	10.013	Offeror shall describe how its proposed Solution provides authorized Users a single view of a case with Enterprise defined data.
Care/Case Management Solution	10.014	Offeror shall describe how its proposed Solution allows the Users the ability to enter and update case details.
Care/Case Management Solution	10.015	Offeror shall describe how its proposed Solution allows the Enterprise to define configurable data elements for a Waiver case including at a minimum, level of care (LOC) and point of care (POC) assessment, LOC and POC date assessed, POC re-evaluation date, authorizations, and automatic business rule driven POC.

Category	ID	Requirement
Care/Case Management Solution	10.016	Offeror shall describe how its proposed Solution allows the Enterprise to define configurable data elements for a Long-Term Care (LTC) case including at a minimum, LOC assessment (Level 1, Level 2, Level 3 ICF/IID and CC Community Benefit), LOC date assessed, LOC re-evaluation dates, and authorizations.
Care/Case Management Solution	10.017	Offeror shall describe how its proposed Solution captures Member's choice of primary care physician (PCP) from the Managed Care Organization's (MCO)'s provider network.
Care/Case Management Solution	10.018	Offeror shall describe how its proposed Solution allows the Enterprise to define the configurable data elements for a Policy Decision case type (e.g., data analysis performed must be attached, medical assistance policy and regulations, HSD's Child Support Enforcement Division [CSED] policy and regulations) and management of the case type.
Care/Case Management Solution	10.019	Offeror shall describe how its proposed Solution allows the Enterprise to define configurable data elements for a Managed Care case and management of the case type.
Care/Case Management Solution	10.020	Offeror shall describe how its proposed Solution allows the Enterprise to define configurable data elements for a Waiver Program case type and management of the case type.
Care/Case Management Solution	10.021	Offeror shall describe how its proposed Solution allows the Enterprise to define configurable data elements for a State Plan case type for prospective State Plan Amendments (SPAs) that are under consideration and route the proposed SPA for review and approval.
Care/Case Management Solution	10.022	Offeror shall describe how its proposed Solution allows the Enterprise to configure data elements of a Member's Aging & Disability Resource Center (ADRC) case.
Care/Case Management Solution	10.023	Offeror shall describe how its proposed Solution allows the Enterprise to define configurable data elements for a Member's Aging Network Division (AND) Senior Community Service Employment Program (SCSEP) case.
Care/Case Management Solution	10.024	Offeror shall describe how its proposed Solution allows the Enterprise to define configurable data elements for a Member's Adult Protective Services (APS) case.
Care/Case Management Solution	10.025	Offeror shall describe how its proposed Solution allows the Enterprise to define configurable data elements for a Member's Ombudsman case.
Care/Case Management Solution	10.026	Offeror shall describe how its proposed Solution allows the Enterprise to define configurable data elements for a Member's Aging Network Division case.
Care/Case Management Solution	10.027	Offeror shall describe how its proposed Solution provides a method of developing a POC, based upon Enterprise-defined business rules, including individual preferences, rights and restrictions, assessments, needs, medical information, specialized equipment, behavioral supports, service authorization and verification system.

Category	ID	Requirement
Care/Case Management Solution	10.028	Offeror shall describe how its proposed Solution provides an Office of Inspector General case type that enables oversight, audit, investigation tracking, financial tracking, capturing of extractable documents that are searchable and accessible, and the ability to transfer all or part of a case.
Care/Case Management Solution	10.029	Offeror shall describe how its proposed Solution provides standardization, across the Enterprise, in the waiver processes, screenings, assessments, POCs, authorizations, service utilization, reviews and audits.
Care/Case Management Solution	10.030	Offeror shall describe how its proposed Solution applies clinically approved guidelines against episodes of care to identify instances of treatment inconsistent with guidelines.
Care/Case Management Solution	10.031	Offeror shall describe how its proposed Solution creates cases with the ability to document and report on the cost of care, timeliness of care, quality of care and outcomes.
Care/Case Management Solution	10.032	Offeror shall describe how its proposed Solution adds, updates, and displays member legal information with date segment records and history to trigger evaluation and payment.
Care/Case Management Solution	10.033	Offeror shall describe how its proposed Solution adds, updates, and displays member prescription/over-the-counter information with date segment records and history. Such information shall include, but is not limited to, prescriptions dosage, frequency, anti-psychotics, allergies, pharmacy information, related diagnosis, treatment success, herb, vitamin, and supplement.

Category	ID	Requirement
Care/Case Management Solution	10.034	<p>Offeror shall describe how its proposed Solution provides case management of program services for BHSD including at a minimum:</p> <ul style="list-style-type: none"> • Substance Abuse; • Mental Health (MH); • Community MH; • Substance Abuse Prevention and Treatment (SAPT); • Screening, Brief Intervention and Referral to Treatment (SBIRT); • Suicide Prevention; • Partnerships for Success; • Housing Supports, Health and Recovery for Homeless Individuals (HHRHI); • Medicaid PASSR; • Medicaid Behavioral Health; • Synar Smoking Prevention; • Strategic Planning Framework on Prescription Drugs (SPF-RX); • Prescription Drug Overdose Prevention (PDO); • Projects for Assistance in Transition from Homelessness (PATH); • State Targeted Response (STF) to the Opioid Crisis; • 1915c HCBS Programs; • CYFD programs; • CYFD Community Mental Health Services (CMHS); • CYFD State Targeted Response (STR) to the Opioid Crisis; and • ALTSD programs.
Care/Case Management Solution	10.035	<p>Offeror shall describe how its proposed Solution provides the following capabilities for similar case types:</p> <ul style="list-style-type: none"> • Identification of potential recipients (providers, Members) of targeted surveys based upon Enterprise-defined criteria; • User notification of new potential survey recipients with ability for User to trigger a specific survey, and any additional documentation (e.g., pre-survey compliance kit) using multiple media; • Ability for User to open, capture, document save and submit additional documents (e.g., Report of Findings, Informal Reconsideration of Findings [IRF], Site Monitoring, referral and action plan, sanctions, plan of correction, General Events Reporting [GER] actions, assessments, IHA waiver); • Tracking and monitoring, including workflow tasks; and • Automatic and manual User triggered correspondence based upon Enterprise-defined business rules.

Category	ID	Requirement
Care/Case Management Solution	10.036	<p>Offeror shall describe how its proposed Solution provides the following services for the ALTSD’s Aging & Disability Resource Center (ADRC) and the Aging Network Division:</p> <ul style="list-style-type: none"> • Prescreening program intake, eligibility management and enrollment; • Business rule driven data on an applicant to determine “potential” program eligibility; • Integration with Area Agency on Aging (AAA); • Management of Member demographics; • Configurable Surveys with assignment and results; • Logging of contacts by type and caller details; • Automated reporting of services; • Configurable Surveys with assignment and results; • User access across multiple media; • Configurable Case Management including at a minimum internal and external task assignment, tracking, notification and routing; • Referral initiation and management data; • Configurable assessment forms; • Manual note entry with sorting and filtering by defined user roles; • Spending plan creation and monitoring; • Automated and correspondence generation based upon Enterprise-defined business rules; • Data for reporting; and • Integration with the Administration for Community Living’s (ACL) State Program Reporting Tool requirements.
Care/Case Management Solution	10.037	<p>Offeror shall describe how its proposed Solution provides the following for ALTSD’s Adult Protective Services (APS), at a minimum:</p> <ul style="list-style-type: none"> • Incident reporting, monitoring and tracking; • Business rule driven required and optional data; • Logging of contacts and caller details; • Access via multiple media; • Configurable Case Management including at a minimum internal and external task assignment, tracking, notification and routing; • Assessments including at a minimum identification, entry of data, and referral; • Manual note entry with sorting and filtering; • Automated and correspondence generation based upon Enterprise-defined business rules; • Integration with the National Adult Maltreatment Reporting System (NAMRS); • • Electronic submission of forms; and • Data for reporting.

Category	ID	Requirement
Care/Case Management Solution	10.038	<p>Offeror shall describe how its proposed Solution provides the following for Long-Term Care Ombudsman at a minimum:</p> <ul style="list-style-type: none"> • Investigation, monitoring and tracking; • Compliance with OMB NO.: 0985-0005 Instructions Part I: https://lombudsman.org/uploads/files/support/NORS-Form-Instructions-Final.pdf • Business rule driven and optional data (e.g., unique identifier, type of facility or setting for the case, complaint details); • Logging of contacts and caller details; • Access via multiple media; • Configurable Case Management including at a minimum internal and external task assignment, tracking, notification and routing; • Assessments including at a minimum identification, entry of data, scoring, risk identification and referral; • Manual note entry with sorting and filtering; • Electronic signature; • Spending plan creation and monitoring; • Automated and correspondence generation based upon Enterprise-defined business rules; • Integration with other resources (e.g., AND side, ISD resources lists); • Electronic submission of forms (e.g., healthcare release of information, case file, scanned documents) and assessments; • Integration with the Ombudsman Reporting Tool (ORT) as required by NORS and Older Americans Act Performance System (OAAPS); and • Data for reporting
Care/Case Management Solution	10.039	<p>Offeror shall describe how its proposed Solution provides initial eligibility determination and electronic submission of forms for the Senior Community Service Employment Program (SCSEP).</p>

Category	ID	Requirement
Care/Case Management Solution	10.040	<p>Offeror shall describe how its proposed Solution provides Waiver prescreening program intake, eligibility management and enrollment, including at a minimum:</p> <ul style="list-style-type: none"> • Entry of business-rule driven data on an applicant to determine “potential” program eligibility; • Eligibility fair hearings tracking and monitoring; • Assistance to the applicant or their representative (e.g., family, friend, State worker, Case Manager, Consultant) based on “potential matches” and prompts through completion of full application; • Assignment of a status, based upon Enterprise-defined business rules, and workflow tasks to assure completion of an application and worker review; • Generation and monitoring correspondence response; • Assignment to waitlists for Programs with an enrollment cap as appropriate; and • Automatic follow up on tasks and automatic closure if responses are not received as required.
Care/Case Management Solution	10.041	<p>Offeror shall describe how its proposed Solution services provides waitlist assignment, monitoring and allocation based upon Enterprise-defined business rules including at a minimum:</p> <ul style="list-style-type: none"> • Automatic and manual assignment to waitlist; • Adjustment of the waitlist assignment based upon ranking rules; • Monitoring for funding or open slots and identification of potential allocation for User review; • Manual changing of status by Users per rules; • Placement of an allocation slot on hold by Users per State law and program rules; • Processing of “Expedited” Allocation requests, based upon rules; • Automatically keeping the waitlist up to date based upon rules (e.g., no response, refused, death, other, placement in another program); • Automated, rules based, or manual User triggered correspondence (e.g., “packet” for allocation, Closure Warning” letter, program information); and • Validation of the most current address through integration with HHS 2020 Member Master Data Management (MDM).

Category	ID	Requirement
Care/Case Management Solution	10.042	<p>Offeror shall describe how its proposed Solution:</p> <ul style="list-style-type: none"> • Integrates with the ESB to obtain member information and notifies, User of updates, based upon Enterprise-defined business rules; • Allows for electronic submission of required documents; • Provides for saving of partial information and stores the information for subsequent update; • Assigns a status, based upon Enterprise-defined business rules, and provides workflow tasks to Users to assure completion of document review; • Generates automated, Enterprise-defined rules-based, or manual User-triggered correspondence; and • Providing notification to Child Support Enforcement of Non-Custodial parent(s).
Care/Case Management Solution	10.043	<p>Offeror shall describe how its proposed Solution provides Plan management, including at a minimum:</p> <ul style="list-style-type: none"> • Provide for creation, monitoring, collaboration among parties, and updating the Members plan, budget and supporting documentation; • Provide for entry of program required specifics; • Allows user to request specific information based upon the Member's plan; • Generates automated, rules-based, or manual User triggered correspondence with tracking to completion with automatic or manual closure if no response; and • Ability to mark components of the budget that are approved or denied.
Care/Case Management Solution	10.044	<p>Offeror shall describe how its proposed Solution provides Provider selection, including at a minimum:</p> <ul style="list-style-type: none"> • Providing Members with an interactive Freedom of Choice (FOC) form that allows entry of information and displays a list of service providers for selection; • Displaying detailed information on service providers; and • Allowing electronic signature for Release of Information (ROI).
Care/Case Management Solution	10.045	<p>Offeror shall describe how its proposed Solution includes;</p> <ul style="list-style-type: none"> • Automatic correspondence generation to selected FOC provider with signed ROI; • Allowing service providers to electronically complete and submit an Exception Request Form (ERF) if needed; • Triggering notification to User of provider and ERF for approval or denial; and • Automatic correspondence generation to member and FOC provider of ERF decision.

Category	ID	Requirement
Care/Case Management Solution	10.046	<p>Offeror shall describe how its proposed Solution provides screening, assessment and on-going plan management, including at a minimum:</p> <ul style="list-style-type: none"> • Assigning work flow tasks based upon Enterprise-defined business rules to the User for completion of required documents; • Monitoring for completion of each task and triggering the next task based upon Enterprise- defined workflow; and • Follow up and escalating if tasks are not completed.
Care/Case Management Solution	10.047	<p>Offeror shall describe how its proposed Solution provides Service delivery, information and transfer management, including at a minimum:</p> <ul style="list-style-type: none"> • Allowing providers to document services delivered and progress notes, per Enterprise-defined business rules; • Allowing Users to view and update information; • Allowing Users to save and submit required information; • Allowing entry of Member-related meetings and Enterprise-defined required actions occurring; • Automatic follow up and escalation, based upon Enterprise-defined business rules, if tasks are not being completed; and • Providing automated rules-based, or manual User- triggered correspondence.
Care/Case Management Solution	10.048	<p>Offeror shall describe how its proposed Solution provides eligibility management and enrollment for Family, Infants and Toddlers (FIT), State General Fund (SGF), Programs of All-Inclusive Care for the Elderly (PACE), ICF/IID and PASRR, including at a minimum:</p> <ul style="list-style-type: none"> • Performing tracking and monitoring, including workflow tasks (e.g., 45 days from date of referral if no action); • Allowing Users to save and submit required information; • Allowing entry of Member related meetings and Enterprise-defined required actions occurring; • Providing for Enterprise-defined status during the life of the case; and • Providing automated rules-based, or manual User triggered correspondence.

Category	ID	Requirement
Care/Case Management Solution	10.049	<p>Offeror shall describe how its proposed Solution provides Critical Incident Management, including at a minimum:</p> <ul style="list-style-type: none"> • Ability to add or update a potential incident; • Ability to attach documents to a reported incident using Enterprise defined forms; • Ability for Enterprise to conduct Incident Management Investigations; • Ability for Enterprise to define the priority, corrective action plans, monitoring, status and referrals based upon the program and type of incident; • Automated tracking and monitoring, including workflow tasks; • Automated and correspondence generation based upon Enterprise-defined business rules; and • Providing critical incident data for reporting.
Care/Case Management Solution	10.050	<p>Offeror shall describe how its proposed Solution allows for an assessment response for several user-configured response types including selection from a single response from several options, including at a minimum:</p> <ul style="list-style-type: none"> • Multiple choice or yes/no, multiple responses from a list, text fields, and numeric values; • Enterprise-defined rules for assessment item response options, including, at a minimum, mathematical and logical calculated scores or weights; and • Enterprise defined configurable edits for valid responses for assessment items.
Care/Case Management Solution	10.051	<p>Offeror shall describe how its proposed Solution assesses, creates, manages, documents, updates, tracks and monitors, and reports on a Member's defined budget and associates related documentation.</p>
Care/Case Management Solution	10.052	<p>Offeror shall describe how its proposed Solution creates, documents, updates, tracks and monitors a Member's specific POC and associates related documentation.</p>
Care/Case Management Solution	10.053	<p>Offeror shall describe how its proposed Solution allow entry of call or other contact information, including the contact type (such as Member, insurance company, custodial parent, non-custodial parent, etc.) with data required based upon Enterprise-defined business rules.</p>
Care/Case Management Solution	10.054	<p>Offeror shall describe how its proposed Solution provides the ability to group cases for reporting, management, managerial oversight.</p>
Care/Case Management Solution	10.055	<p>Offeror shall describe how its proposed Solution provides viewable history of updates (members, activities, tasks, care case managers, referrals) made to a case.</p>

Category	ID	Requirement
Care/Case Management Solution	10.056	Offeror shall describe how its proposed Solution provides the ability to create a case and track the results of a health risk assessment for specified program type/aid categories, prior history of assessment, geo-mapping and other Enterprise-defined criteria.
Care/Case Management Solution	10.057	Offeror shall describe how its proposed Solution obtains and populates data from other modules and/or systems into its tools and provides the capability to identify and annotate auto populated fields which are incorrect and must be updated in the source system.
Care/Case Management Solution	10.058	Offeror shall describe how its proposed Solution provides the following comprehensive services from the initial inquiry for services to case closure, including at a minimum: <ul style="list-style-type: none"> • Information and referral; • Enrollment; • Assessment and reassessment; • PASSR, LOC, and POC management; • Calculation and creation of budget; • Service planning and authorization; • Case closure tasks; • Automatic status assignment; • Follow up; and • Data for reporting.
Care/Case Management Solution	10.059	Offeror shall describe how its proposed Solution automatically assigns a case status and reason code based upon Enterprise-defined business rules.
Care/Case Management Solution	10.060	Offeror shall describe how its proposed Solution collects, updates and administers contract information, including at a minimum: <ul style="list-style-type: none"> • Identification of contract type; • geographic locations; • demographic information; • covered services; • rates; • contract start and end dates; • contract period/year; • organization type; • enrollment data; • member month; • adverse actions, impact and related plan; • performance standards and monitoring; and • re-insurance threshold.
Care/Case Management Solution	10.061	Offeror shall describe how its proposed Solution securely adds, updates, and displays, date segmented, member health history; current medical, mental health, substance abuse information; and contact and safety information.

Category	ID	Requirement
Care/Case Management Solution	10.062	Offeror shall describe how its proposed Solution allows the Enterprise to define configuration of automatic and manual alerts.
Care/Case Management Solution	10.063	Offeror shall describe how its proposed Solution integrates with the Enterprise Content Management (ECM) for scanning and maintenance of pre-screening, reassessment, and other hard copy documentation.
Care/Case Management Solution	10.064	Offeror shall describe how its proposed Solution integrates with the Enterprise for external case type specific workflows twenty-four (24) hours a day, seven (7) days a week.
Care/Case Management Solution	10.065	Offeror shall describe how its proposed Solution identifies required data for specific case types and prompts the User to enter data.
Care/Case Management Solution	10.066	Offeror shall describe how its proposed Solution allows attachment of required documentation and routes the documentation to the appropriate reviewer.
Care/Case Management Solution	10.067	Offeror shall describe how its proposed Solution adds, updates, and displays date specific member CNA, care plan, and surveys, and routes for follow up based upon Enterprise-defined business rules.
Care/Case Management Solution	10.068	<p>Offeror shall describe how its proposed Solution exchanges data with the Enterprise, including at a minimum:</p> <ul style="list-style-type: none"> • Activities of Daily Living (ADL) assessment; • Cognitive Assessment; • Ombudsman Assessment; • Health Risk Assessment (HRA); • Comprehensive Needs Assessment (CNA); • Comprehensive Care Plan (CCP); • Care Coordination/Case Management notes; • Level of Care assessment; • POC; and • Exception data: <ul style="list-style-type: none"> ▪ Due to loss of full coverage COE; ▪ Diagnosis of HIV/AIDS; ▪ Residing in a Medicaid approved Assisted Living Facility (ALF) and cannot continue to pay; ▪ Discharged from a nursing facility after residing 90 days but did not request a Community reintegration prior to discharge; ▪ Medically Fragile children who are ventilator dependent or MFW closed; ▪ Hardship; and ▪ Enterprise exceptions.

Category	ID	Requirement
Care/Case Management Solution	10.069	Offeror shall describe how its proposed Solution provides integration with Shared Services including at a minimum: <ul style="list-style-type: none"> • Security (IDAM and Single Sign On); • Notification Engine (e.g. Alerts, Notifications); • Interfaces (ESB); • Electronic Document Management (including forms); and • Master Data Management.
Care/Case Management Solution	10.070	Offeror shall describe how its proposed Solution provides integration with other systems at a minimum integration through the ESB with MCO Care Case Management Platforms and the State's Health Information Exchange.
Care/Case Management Solution	10.071	Offeror shall describe how its proposed Solution provides visibility to contact tracking across multiple media (e.g., phone, email, text, fax, letter, notes, chat).
Care/Case Management Solution	10.072	Offeror shall describe how its proposed Solution integrates with the IP to trigger correspondence utilizing a variety of media (e.g., email, text, letter, instant messaging).
Care/Case Management Solution	10.073	Offeror shall describe how its proposed Solution allows case notes to be entered online, printed, exported, and redacted as needed.
Care/Case Management Solution	10.074	Offeror shall describe how its proposed Solution will integrate with CCSC and UP to support messaging based upon Enterprise-defined business rules.
Care/Case Management Solution	10.075	Offeror shall describe how its proposed Solution establishes and administers central registries including assigning members to the registry.
Care/Case Management Solution	10.076	Offeror shall describe how its proposed Solution provides the ability to collect, track, edit, and maintain waiting list information for specific services, and generate an alert when Enterprise criteria are met.
Care/Case Management Solution	10.077	Offeror shall describe how its proposed Solution provides capabilities to support grant management (e.g., creation, tracking, monitoring, correspondence, reporting, financial accounting).
Care/Case Management Solution	10.078	Offeror shall describe how its proposed Solution allows authorized Users to search, sort, update and report on specific case data and generate reports based on case types.
Care/Case Management Solution	10.079	Offeror shall describe how it proposes to gather user feedback and identify quality improvement actions to be taken based upon the input received.

Category	ID	Requirement
Care/Case Management Solution	10.080	<p>Offeror shall describe how its proposed Solution provides Training Management, including at a minimum:</p> <ul style="list-style-type: none"> • Providing Enterprise staff with ability to manually add “trainees” with the training they need to complete; • Providing automatic, rules-based assignment of training (e.g., provider type driven, program driven); • Viewing of available training; • Creating a corrective action plan for training; • Providing system training to internal and external Users based upon Enterprise defined criteria, in multiple formats (e.g., LMS, online, manuals, classroom); and • Tracking and reporting on completion of assigned training per agreed upon timelines.
Care/Case Management Solution	10.081	<p>Offeror shall describe how its proposed Solution provides case management of CSED functions, including at a minimum:</p> <ul style="list-style-type: none"> • Initiation; • Establishment; • Enforcement; and • Locate.
Care/Case Management Solution	10.082	<p>Offeror shall describe how its proposed Solution meets CSED objectives to accept, record, index, and maintain referrals from all sources per all applicable State and Federal provisions (i.e. IV-A, IV-E, Non-IV-D, CSENet), including at a minimum:</p> <ul style="list-style-type: none"> • Receive, record, and maintain benefit data received from the IV-A, IV-E, SSA, or other appropriate agencies, when creating a new or updating a case. • Record and consolidate multiple referral sources to a single case. • Identify appropriate duplicate referrals and send a rejection notification to the requesting agency. • Create a "Pending" case when an application/referral is initially received. • Identify, record, and maintain when both NCP and CP have applied for services for the same case (i.e. application dates, services requested). • Record most current employer for both CP and NCP.

Category	ID	Requirement
Care/Case Management Solution	10.083	<p>Offeror shall describe how its proposed Solution supports Case Initiation for child support in accordance with Federal regulations and New Mexico Administrative Code Title 8, Chapter 50, and other relevant regulations and legislation issued by New Mexico. Offeror shall describe how its Solution will:</p> <ul style="list-style-type: none"> • Support configurable unique case sub-type(s); • Support the establishment of orders and/or other services for cases created from an NCP application; • Support validation rules during data entry; • Record and perform the appropriate services based on application/referral and case type; • Recognize and process a case when neither party resides in state, but requests services from New Mexico; and • Serve as the State Case Registry for the New Mexico Title IV-D Program.

Category	ID	Requirement
Care/Case Management Solution	10.084	<p>Offeror shall describe how its proposed Solution supports CSED case identifiers and uniquely identify and edit various case types, including at a minimum:</p> <ul style="list-style-type: none"> • TANF IV-D case: Child(ren) are eligible for TANF and a referral made for IVD services; • Foster Care IV-D case: Child(ren) are entitled to IV-E foster care and referral was made for IV-D services; • Former Assistance IV-D case: Recipients of IV-D services who formerly received IV-A or IV-E Foster Care services; • Never Assistance IV-D case: Recipients of IV-D services who have never received IV-A or IV-E services, including Medicaid Only cases; • Medicaid Only IV-D case: Case involving Title XIX recipients who are not IVA or IV-E Foster Care recipients; • Arrears-Only IV-D case: Case remains open only to collect child or medical support arrears for the state or family; • State-Tribal IV-D case: A case under the state’s IV-D program received from or sent to a tribal IV-D program for case processing; • International IV-D case: An international case under the state’s IV-D program received from or referred to a foreign country in which the Hague Child Support Convention is in force with respect to the U.S.: <ul style="list-style-type: none"> ○ Foreign Treaty Country (FTC) that has entered into an agreement under section 459A of the Social Security Act with the U.S.; ○ Foreign Reciprocating Country (FRC), a foreign country with which the state has entered a reciprocal arrangement. International cases also include IV-D cases in which there is an application for services from a resident of a foreign country; and • Non-IV-D case: Cases maintained on the system, which are not recipients of IV-D services.
Care/Case Management Solution	10.085	<p>Offeror shall describe how its proposed Solution supports the core business processes for CYFD programs (including CMHS and SPT to the Opioid Crisis) including at a minimum:</p> <ul style="list-style-type: none"> • Permanent placement actions and tracking; • Validation and monitoring of license; and • Other operations, including at a minimum: <ul style="list-style-type: none"> ○ Policies and procedure monitoring; ○ Title IVE-E eligibility and compliance; ○ Data research, reporting, analytics and business intelligence; and ○ Continuous Quality Assurance and Quality Improvement.

Category	ID	Requirement
Care/Case Management Solution	10.086	<p>Offeror shall describe how its proposed Solution provides services for CYFD including at a minimum:</p> <ul style="list-style-type: none"> • Incident reporting, monitoring tracking; • Ongoing investigation and case assessment; • Business rule driven required and optional data; • Logging of contacts and caller details; • Integration with ESB for correspondence (incoming and outgoing mail) tracking; • Case access via multiple media; • Continuous automated management and tracking of case, plans and services; • Configurable internal and external task assignment, tracking, notification and routing; • Assessments including at a minimum identification, entry of data, and referral; • Assessments and reassessments; • Manual note entry with sorting and filtering; • Automated and manual correspondence generation based upon Enterprise-defined business rules; • Electronic submission of forms; • Automatic status and reason assignment; • Follow up; and • Case data (including critical incident) for reporting.
Care/Case Management Solution	10.087	Offer shall describe how its proposed Solution allows the Enterprise to define configurable data elements for a member/participants' Division of Health Improvement Incident Management Bureau case.
Strategy and Project Management	11.001	Offeror shall describe how its proposed Solution integrates the solution with the HHS 2020 framework processes and standards necessary to meet Federal and State regulatory and policy requirements.
Strategy and Project Management	11.002	Offeror shall describe how its proposed Solution ensures that Offeror has sufficient, appropriately trained and experienced staff to successfully configure, provide, operate and support Enterprise use of the C/CMS through the life of the contract resulting from this procurement.
Strategy and Project Management	11.003	Offeror shall describe how its proposed Solution provides full access to work products of C/CMS configuration and operations to HSD, the IV&V Contractor and/or any oversight agent designated by the Enterprise or CMS.
Strategy and Project Management	11.004	Offeror shall describe how its proposed Solution performs all configuration necessary to provide the C/CMS. Offeror shall describe how its proposed Solution follows the appropriate industry standards, and configuration methodologies to provide a defect-free Solution and reliable operational services and support.

Category	ID	Requirement
Strategy and Project Management	11.005	<p>Offeror shall describe how its proposed Solution complies with the HHS 2020 EPMO’s Project Management standards, processes and tools. These expectations include integration with the following plans:</p> <ul style="list-style-type: none"> • Requirements Management • Requirements Traceability Matrix • Quality Management and Assessment • Schedule Management and Release Planning • Communications Management • Change Management • Risk, Issue and Action Item Management • Configuration Management • Test Planning and Performance • Data Conversion Planning as required • Security Management/Privacy Planning • WBS/Schedule and Reporting • Staffing and Training Plans • Business Continuity, Backup and Disaster Recovery Planning and Testing • Implementation/Migration/Transition Planning • Meeting Planning and Administration • Document/Deliverable Management • Disengagement Transition Planning
Strategy and Project Management	11.006	<p>Offeror shall describe its experience with a Disengagement Transition Plan. Offeror is expected to acknowledge its obligation to exercise best efforts and cooperate fully to affect an orderly transition and commit to a no-cost-to-State resolution of malfunctions or omissions identified by the Enterprise as critical to transition throughout the transition period and up to ninety (90) days after contract termination.</p>

Category	ID	Requirement
Strategy and Project Management	11.007	<p>Offeror shall describe how its proposed Solution:</p> <ul style="list-style-type: none"> • Implements an active, independent Quality Management (QM) program throughout the contract life; • Monitors the Solution to assess system and operational performance and identify potential quality issues; • Defines and adheres to best practices to provide a defect free solution; • Utilizes a continuous performance improvement (CPI) approach to business and services with measurement and reporting on effectiveness of new approaches or processes; and • Timely reporting upon QM activities, including at a minimum work performed, analyses of QM findings, statistics related to the findings, corrective action plans and status.
Strategy and Project Management	11.008	<p>Offeror shall describe how its proposed Solution effectively incorporates and will support the HHS 2020 Vision and the State's chosen approach to MMISR, while identifying risks or trade-offs and making informed recommendations to foster Project success.</p>
Strategy and Project Management	11.009	<p>Offeror shall describe how its proposed Solution demonstrates readiness to the Enterprise and its IV&V Contractor prior to operation.</p>
Strategy and Project Management	11.010	<p>Offeror shall describe how its proposed Solution allows for and implements changes, enhancements and updates to the C/CMS, including workflows and business processes, for efficient alignment with the HHS 2020 Architecture and the needs of the Enterprise at no additional cost to the Enterprise and without degradation to core responsibilities or negative impact to other modules and BPO Contractors.</p>
Strategy and Project Management	11.011	<p>Offeror shall describe how its proposed Solution complies with the SI's processes, standards and Shared Services, and how the Offeror will coordinate integration with the SI Contractor.</p>
Strategy and Project Management	11.012	<p>Offeror shall describe how its proposed Solution engages Stakeholders to ensure that business needs and requirements are met.</p>

Category	ID	Requirement
Strategy and Project Management	11.013	Offeror shall describe how its proposed Solution provides the State with timely responses and corrective action plans (CAPs) for any audit or review findings and ensure that all its subcontractors also comply with such CAPs. Offeror's C/CMS must ensure that quarterly status updates are provided for each CAP until the CAP is complete and findings are remediated.
Strategy and Project Management	11.014	Offeror shall describe how its proposed Solution transfers all records, data and reports relating to the Enterprise after final payment is made under the Contract resulting from this procurement. Offeror shall clearly mark records that require ongoing access (e.g., audit, litigation, Enterprise identified) prior to the final payment made under the Contract The transfer shall occur at a time and manner agreed to by the State.
Strategy and Project Management	11.015	Offeror shall acknowledge its responsibility to store all Project artifacts and documents on the State Microsoft SharePoint site.
Strategy and Project Management	11.016	Offerors shall provide assurance that its proposed C/CMS will comply with HHS 2020 EPMS tools and processes. Offeror is encouraged but is not required to use Microsoft Office Suite, Microsoft Visio, Microsoft Project or other such tools.
Strategy and Project Management	11.017	Offeror shall acknowledge its responsibility to adhere to and comply with the requirements contained herein and in the Statement of Work (APPENDIX M).
Strategy and Project Management	11.018	Offeror shall acknowledge that its Solution will be made available to the State, Stakeholder partners, State Contractors and modular Contractors without a fee or charge throughout all stages of development and operations.
Service Expectations	12.001	Offeror shall describe how its proposed Solution integrates with the SI's Integration Platform and coordinates with the SI Contractor for secure and reliable data exchange including metadata.
Service Expectations	12.002	Offeror shall describe how its proposed Solution maintains availability 24 hours a day, 7 days a week, 365 days a year for 99.999% of the time except for agreed upon maintenance windows.
Service Expectations	12.003	Offeror shall describe how its proposed Solution is a complete solution that provides for the future needs of the MMISR Framework and which complies with CMS guidance on modularity and integration.

Category	ID	Requirement
Service Expectations	12.004	Offeror shall describe how its proposed Solution provides Stakeholders with access to the C/CMS.
Service Expectations	12.005	Offeror shall describe how its proposed Solution prevents deletion or damage of Care/Case Management data including a description of backup and recovery of data.
Service Expectations	12.006	Offeror shall describe how its proposed Solution handles the anticipated data and resource volumes for the C/CMS.
Service Expectations	12.007	Offeror shall describe how its proposed Solution acquires and delivers the most currently available data.
Service Expectations	12.008	Offeror shall describe how its proposed Solution reduces false-positive results based on previous results.
Service Expectations	12.009	Offeror shall describe how its proposed Solution complies with Care/Case Management SLAs (see Appendix O - C/CMS Performance Measures.)
Service Expectations	12.010	Offeror shall describe how its proposed Solution complies with the Enterprise architecture and how it will participate in the Architecture Review Board (ARB) and its review processes as required.
Service Expectations	12.011	Offeror shall describe how its proposed Solution follows and implements the State-approved Data Governance directives/policies and how it will support the Enterprise Data Governance Council.
Service Expectations	12.012	Offeror shall describe how its proposed Solution aligns and complies with all HIPAA Privacy and any applicable Security Compliance Regulations (e.g., HITECH, HIPAA, Addendum 14 - HHS 2020 Security Privacy and Standards, Addendum 21 – HHS 2020 Security and Standards).
Service Expectations	12.013	Offeror shall describe how its proposed Solution provides the State a no less than annual report from a qualified, independent, external IT Security Contractor for a Vulnerability Assessment and Network Penetration Test covering all Contractor and subcontractor networks that will access State data and information.
Service Expectations	12.014	Offeror shall acknowledge that no State data will reside off shore nor will any Contractor staff off shore access State data.

Category	ID	Requirement
Service Expectations	12.015	Offeror shall describe how its proposed Solution uses configuration to meet the business needs, State and Federal requirements and policies.
Service Expectations	12.016	Offeror shall describe how its proposed Solution performs testing that complies with HHS 2020 security standards and incorporates industry best practices to prevent defective operations.
Service Expectations	12.017	Offeror shall describe how its proposed Solution will accomplish the following: Authentication, Authorization, Privacy, Audits, and Protection against attacks and provide integration with the SSO capabilities and security requirements as defined and implemented by the SI Contractor.
Service Expectations	12.018	Offeror shall describe how its proposed Solution performs field validations.
Service Expectations	12.019	Offeror shall describe how its proposed Solution provides qualitative analytics.
Service Expectations	12.020	Offeror shall describe how its proposed Solution provides standard reporting, including performance reports; and maintains an inventory of all available reports with a synopsis of the report format and content.
Service Expectations	12.021	Offeror shall describe how its proposed Solution provides training materials, knowledge transfer materials, and other support tools (e.g., User guides, on-line help). Offeror shall include samples of training material in its proposal submission.
Service Expectations	12.022	Offeror shall describe how its proposed Solution provides for initial and ongoing training and knowledge transfer while ensuring ongoing appropriate and maximal use by Users. The proposed services shall provide for instructor-led (either online or on site) and on-demand, self-paced training.
Service Expectations	12.023	Offeror shall describe how its proposed Solution structures audit trail records, including the fields and the formats it will audit, and provides audit records to the State.
Service Expectations	12.024	Offeror shall describe how its proposed Solution audits all actions by all Users, and external systems, including who performed actions or overrides and inquiries within the C/CMS.
Service Expectations	12.025	Offeror shall describe how its proposed Solution retains audit records per Enterprise requirements.

Category	ID	Requirement
Service Expectations	12.026	Offeror shall describe how its proposed Solution controls access to data and the actions that are taken when controls are violated.
Service Expectations	12.027	Offeror shall describe how its proposed Solution generates and delivers automated alerts and notifications and minimizes manual interventions or actions.
Service Expectations	12.028	Offeror shall describe how its proposed Solution provides communications to and from interested parties and tracks and monitors responses to the communications.
Service Expectations	12.029	Offeror shall describe how its proposed Solution permits Users to search on multiple or single criteria and view the results with the ability to perform secondary and tertiary searches within the primary search results.
Service Expectations	12.030	Offeror shall describe how its proposed Solution provides unlimited free-form text notes.
Service Expectations	12.031	Offeror shall describe how its proposed Solution utilizes the State specified style guide to accomplish a common State User experience across the User Interface (UI).
Service Expectations	12.032	Offeror shall describe how its proposed Solution maintains data confidentiality, data integrity, data availability, data authenticity, data security and non-repudiation of data.
Service Expectations	12.033	Offeror shall describe how its proposed Solution adds and updates valid values without the need for customization.
Service Expectations	12.034	Offeror shall describe how its proposed Solution works with the SI Contractor to convert all applicable data from the State's Legacy System and produce comparative reports for previous periods of operation from the converted data.
Service Expectations	12.035	Offeror shall describe how its proposed Solution retains data per State and Federal retention policies.
Service Expectations	12.036	Offeror shall describe how its proposed Solution will transfer to the State, or its designee, all licenses and software, within one hundred twenty (120) days of receipt of transfer request from the State.

Category	ID	Requirement
Service Expectations	12.037	Offeror shall describe how its proposed Solution maintains current versions and licenses for all software encompassed within its Services, and how it will implement all patches on a timely basis.
Service Expectations	12.038	Offeror shall describe its Solution Business Rules Engine (BRE) and how it captures and uses configurable business rules to assist the State in increasing MITA Maturity Levels while assuring compliance with State and Federal policies.
Service Expectations	12.039	Offeror shall describe how its proposed Solution provides business rules to the Enterprise in an electronic format compatible with the State's BRE in a language that business people can interpret.
Service Expectations	12.040	Offeror shall describe how its proposed Solution provides and integrates its standardized business rules data with the State's common business rule repository (Corticon and Oracle business rules).
Service Expectations	12.041	Offeror shall describe how its proposed Solution performs check-digit verification on any data item that contains a self-checking digit.
Service Expectations	12.042	Offeror shall describe how its proposed Solution provides web applications that are integrated into the Unified Portal as Presentation Layer Services using JPS, JSR, WSRP-compliant or other specifications. The Offeror shall list and provide a description for each of their proposed external and internal standards-based web applications and the corresponding levels of standards compliance (e.g., JSR 362, WSRP 2.0). Offerors shall also describe how their application integration approach facilitates actionable insights beyond those available with a traditional transaction-based web application. The Offeror shall also provide any assumptions and constraints that are made as part of their proposed solution for integrating their web applications with the Unified Portal.
Service Expectations	12.043	Offeror shall describe how its proposed Solution incorporates reference data, such as procedure codes, associated with covered services and uses such data in processing.
Support and Maintenance	13.001	Offeror shall describe how its proposed Solution provides a Care/Case Management technical help desk during State business hours and responds to help requests in a timely and effective manner as well as after-hours on call availability. Offeror shall describe how its help desk will integrate with the State's help desk.

Category	ID	Requirement
Support and Maintenance	13.002	Offeror shall describe how its proposed Solution establishes a Care/Case Management call center to answer and resolve Tier 3 inquiries received via the CCSC; the call center must be available Monday through Friday from 7:30 AM to 5:30 PM Mountain Time, except for holidays approved by the State.
Support and Maintenance	13.003	Offeror shall describe how its proposed Solution answers eighty percent (80%) of monthly calls within twenty (20) seconds with a daily abandonment rate that does not exceed five (5) percent, as measured separately for the Care/Case Management help desk and Care/Case Management call center.
Support and Maintenance	13.004	Offeror shall describe how its proposed Solution provides the State with a monthly monitoring report, per Enterprise programs, regarding phone statistics, within fifteen (15) calendar days following the end of the month. The report must include at a minimum: <ul style="list-style-type: none"> • Monthly number of calls received; • Monthly number of calls answered; • Monthly number of calls dropped; • Number of calls placed on hold; • Average number of minutes on hold; • Monthly average wait time; • Average number of minutes required to complete the request; and • Monthly busy signal rate (blocked calls).
Support and Maintenance	13.005	Offeror shall describe how its proposed Solution provides Stakeholder access to Care/Case Management SMEs who have expertise in the proposed Solution throughout the life of the Contract resulting from this procurement.
Support and Maintenance	13.006	Offeror shall describe how its proposed Solution provides SME assistance to the Enterprise in researching program integrity and audit discrepancies and findings.
Certification	14.001	Offeror shall describe how its proposed Solution complies with all applicable Federal, State or other regulations, guidance and laws, including Section 508 on ADA compliance. Offeror shall acknowledge that it is required to provide a complete Section 508 Assessment Package.

Category	ID	Requirement
Certification	14.002	Offeror shall describe how its proposed Solution complies with State and/or Federal system certification requirements. Offeror shall describe its proposed plan for meeting the CMS Certification Requirements, MITA Maturity Levels, the Seven Conditions and Standards of CMS, and other certification requirements. Offeror will be required to perform all services necessary to fully configure the C/CMS to assure successful achievement of the relevant SRC requirements and to support attainment of CMS Certification or other oversight certification.
Certification	14.003	Offeror shall describe how its proposed Solution will ensure compliance with all applicable CMS MECT checklist requirements for which it is primarily responsible. Offeror shall describe how its proposed Solution provides all the necessary artifacts for IV&V Quarterly reports, CMS reviews and Certification. Offeror shall acknowledge that it will comply with all requirements in the MECT at the time of CMS Certification. Offeror shall refer to Addendum 18 in the Procurement Library as a living document which can change due to CMS updates to the MECT or the State updating the document at its discretion.
Certification	14.004	Offeror shall provide with its proposal Certification artifacts/evidence samples for Care/Case Management. Offeror is encouraged to provide samples of Certification artifacts/evidence in other areas (e.g., security, 508, HIPAA, architectural artifacts).
Certification	14.005	Offeror shall describe how its proposed Solution assists the State in documenting business processes as described by CMS with respect to MITA. Offeror shall acknowledge its understanding that the State expects to advance in MITA Level by the end of the HHS 2020 Project and shall conduct such mapping as may be necessary to demonstrate Offeror's understanding of the expectations of the State and CMS.
Certification	14.006	Offeror shall describe how its proposed Solution develops and updates all required documentation for the CMS EPLC phases including recommended exit criteria for determining that a phase is complete.
Testing	15.001	Offeror shall describe how its proposed Solution performs all testing phases using de-identified data and how its Solution will interact with other testing activities across the Project. Offeror shall describe how its Solution ensures that its testing datasets are not comprised of live production data and how it ensures that testing data or datasets are not entered into production.

Category	ID	Requirement
Testing	15.002	Offeror shall acknowledge its obligation to provide a comprehensive Test Plan for testing of the C/CMS which complies with the content requirements found in Section 7 (Testing) of APPENDIX M of this RFP. Offeror must acknowledge that the Test Plan is subject to State approval.
Testing	15.003	Offeror shall acknowledge its obligation to ensure that all source code passes unit testing before being promoted to the other environments of the MMISR Framework. Offeror shall describe how output from Unit Testing will be made available to the HHS 2020 Enterprise.
Testing	15.004	Offeror shall describe how its proposed Solution supports State-led UAT.

In addition to responding to the numbered requirements above in this APPENDIX, Offeror is required to respond to the following:

1. Present your proposed staffing and key personnel models for this Project (as described in the Statement of Work found in APPENDIX G).
 - A. Describe how your proposed staffing model will deliver the required expertise (stated or implied) over the Project life, how a sufficient number of skilled staff will be deployed on the Project, and how the team will be structured to effectively perform the required work. Staffing must include training, usage and technical support of the tool being used by the Enterprise. This staffing model is expected to demonstrate an understanding of Care/Case Management requirements, including consideration of how Care/Case Management fits within the MMISR Solution and approach, as well as how it fits within HHS 2020. Additionally, the Offeror shall demonstrate an approach for accessing appropriate subject matter expertise to address Project-related requirements or requirements that CMS imposes or recommends throughout the Project life.
 - B. Identify (by name and expertise) subject matter experts (SMEs) who will be part of the Care/Case Management team. Explain what types of additional expertise are available from within the Offeror's organization and how these experts will be accessed for this Project.
 - C. Provide a resume for each recommended Key Personnel.

- D. Provide an assurance that the Key Personnel who are proposed by Offeror will in fact be the Personnel for the initial year of the contract (except due to uncontrollable circumstances defined by Offeror and agreed to by the State).
 - E. Identify any subcontractor(s) who will participate in an awarded contract and describe its organization's experience and the services they will perform in to meet the Care/Case Management requirements.
 - F. Describe how you will have sufficient resources and staff to start Care/Case Management operations within thirty (30) calendar days of contract award and to be operational within sixty (60) calendar days of award. Care/Case Management operations within thirty (30) days of award apply to Project kick-off and work commencing as well as having appropriate staff to start contract obligations. Operations within sixty (60) days of award apply to the Care/Case Management being fully functional for the DDI period.
2. Explain any requirements or expectations for support from HSD personnel and/or from other MMISR Contractors or Stakeholders.
3. Explain how your business services enable cost-effective, high-quality Care/Case Management operations and maintenance and ensure cost-effective, over the life of the contract. Explain how your approach will result in satisfaction of the CMS and State expectation that Care/Case Management will focus on ensuring the integrity and interoperability of the MMISR Solution.

APPENDIX O – Care/Case Management Performance Measures

The Care/Case Management Contractor will not be liable for any failure to meet performance measures or for associated liquidated damages resulting in whole or in part from events, causes, or responsibilities that are outside of the Care/Case Management Contractor’s control.

Table 15 - Care/Case Management Performance Measures

Phase	#	Category	Performance Standard	Liquidated Damages
DDI/ OPS	1	Configuration Management	<p>The Care/Case Management Contractor will not perform any changes including configurable items and business rules which impact HSD without the prior written approval of HSD via the Change Control and Release Management processes and notify the Enterprise when the SLA is not met.</p> <p>HSD will use an emergency approval process to expedite urgent changes necessary to support maximum system availability.</p>	<p>HSD may assess \$5,000 per occurrence for Care/Case Management Contractor’s failure to obtain HSD prior written approval for changes.</p> <p>This performance standard applies to mutually agreed upon releases within the Project Schedule.</p>
OPS	2	Disaster Recovery	<p>For the C/CMS, shall perform and pass the annual recovery and restoration testing that is outlined and accepted by HSD in the “Disaster Recovery Plan” Deliverable and notify the Enterprise when the SLA is not met.</p> <p>The Care/Case Management Contractor will coordinate with the SI Contractor and their disaster recovery testing related to its integration with the C/CMS and Contractor shall notify the Enterprise when the SLA is not met. The testing schedule will be mutually agreed upon by HSD and the Care/Case Management Contractor.</p>	<p>HSD may assess \$5,000 per business day for each day the passing completion of the test for the C/CMS is beyond the scheduled test date.</p>

Phase	#	Category	Performance Standard	Liquidated Damages
DDI	3	Project Management	The Care/Case Management Contractor shall provide the Deliverables, per DED requirements, by the due dates as set forth in the approved Project Schedule in effect, or as otherwise mutually agreed upon, and notify the Enterprise when the SLA is not met.	HSD may assess \$1,000 per business day thereafter until the date that Deliverable is delivered to HSD.
OPS	4	Project Management	The Care/Case Management Contractor shall deliver to the HSD Project Manager or designee timely and accurate reports specific to each defined performance measure described in this table of performance measures. The reports shall be specific to the reporting time period and quantifiably specific to the measure being reported. Reports shall be based on a measuring and monitoring methodology and tools approved by HSD. The Care/Case Management Contractor and HSD will work together to develop a performance standards status report (“Dashboard” and/or “Scorecard”).	HSD may assess \$100 per performance measurement per day for reports that are not presented to HSD by the agreed upon date and time for submission.
DDI/ OPS	5	Staff Resource Management	The Care/Case Management Contractor will replace Key Personnel according to the contract process. Replacement of Key Personnel will take place within thirty (30) calendar days of removal unless a longer period is approved by HSD and notify the Enterprise when the SLA is not met.	HSD may assess up to \$1,000 per Business Day for each Business Day beyond the thirty (30) calendar days allowed for replacement of Key Personnel.
DDI/ OPS	6	Staff Resource Management	Except as set forth in the contract or due to a personnel resignation or termination, the Care/Case Management Contractor shall not replace Key Personnel without prior written approval of HSD and notify the Enterprise when the SLA is not met. The list of Key Personnel will be mutually agreed upon, during contract negotiation, by HSD and the Care/Case Management Contractor.	HSD may assess up to a maximum of \$10,000 per occurrence.

Phase	#	Category	Performance Standard	Liquidated Damages
OPS	7	System Availability	The Care/Case Management Contractor shall provide all components of the C/CMS available for production processing 99.999% of the time, three-hundred sixty-five (365) days per year and notify the Enterprise when the SLA is not met.	<p>HSD may assess liquidated damages per day as specified below when the average daily performance fails to meet the performance standard.</p> <p>Availability drops below 99.999% to 99.99% (more than 864.3 ms and less than 8.66 seconds of downtime per 24-hour period): \$5,000</p> <p>Availability drops below 99.99% to 99.9% (more than 8.66 seconds and less than 1.44 minutes of downtime per 24-hour period): \$7,500</p> <p>Availability drops below 99.9% to 99% (more than 14.4 minutes of downtime per 24-hour period): \$10,000</p> <p>The assessment of Liquidated Damages for this performance standard shall only apply ninety (90) days after the MMISR Go Live in accordance with the mutually agreed upon Project Schedule.</p>
OPS	8	Business	The Care/Case Management Contractor shall deliver the contracted fully functioning integrated C/CMS within thirty (30) days of the agreed release dates.	HSD may assess liquidated damages of \$25,000/day for missed release event until the SLA is achieved.
OPS	9	Business	The C/CMS shall provide an audit trail for inquiries on the C/CMS data and notify the Enterprise when the SLA is not met.	HSD may assess \$1,000 per incident not in compliance with performance measurement.
OPS	10	Business	The Care/Case Management Contractor shall maintain sufficient technical resources and qualified personnel so that ninety-five percent (95%) of all telephone calls are answered in person within one hundred twenty (120) seconds and be available from 7:30 a.m. to 5:30 p.m. local time, Monday through Friday (excluding holidays) and notify the Enterprise when the SLA is not met.	HSD may assess \$1,000 per incident not in compliance with performance measurement.

Phase	#	Category	Performance Standard	Liquidated Damages
OPS	11	System Maintenance	<p>The Care/Case Management Contractor shall analyze and propose a resolution to HSD for all Module Severity one (1) incidents within 1 clock hour from the time the Contractor is aware of the incident and resolve within 24 hours or HSD approval.</p> <p>For the purposes of the SLA herein, Severity one (1) incidents shall be defined as mutually agreed upon prior to each Go-Live.</p>	HSD may assess one thousand dollars (\$1,000) per hour, or part of an hour, for each hour when the resolution is not proposed to HSD per the performance standard.
OPS	12	System Maintenance	<p>The Care/Case Management Contractor shall analyze and propose a resolution to HSD for all Module Severity two (2) incidents within four (4) clock hours from the time the Contractor is aware of the incident and resolve within 24 hours.</p> <p>For the purposes of the SLA herein, Severity two (2) incidents shall be defined as mutually agreed upon prior to Go-Live.</p>	<p>HSD may assess five thousand dollars (\$5,000) per incident, when the resolution is not proposed to HSD per the performance standard.</p> <p>The assessment of Liquidated Damages for this performance standard shall only apply ninety (90) days after each Go Live in accordance with the mutually agreed upon Project Schedule.</p>
OPS	13	System Maintenance	<p>The Care/Case Management Contractor shall submit a Corrective Action Plan (CAP) to the State within ten (10) business days of notification of an issue. The CAP must meet State approval. Liquidated and actual damages may be assessed for performance measures that fail to occur within CAP specified times or do not meet requirements established in the CAP.</p> <p>An "Issue" is defined as anything that causes any interruption to any process or service that affects the Stakeholder.</p>	<p>HSD may assess liquidated damages of one thousand dollars (\$1000.00) per calendar day for failure to deliver an acceptable CAP after ten (10) business days of notification of the deficiency to the Procuring Agency.</p> <p>For failure to meet the time frame for correcting the deficiency as specified in the CAP or otherwise approved by the Procuring Agency, the Contractor shall pay the Procuring Agency one thousand (\$1000.00) per day that the correction is late.</p>
OPS	14	Business	<p>The C/CMS shall ensure average response time will be two (2) seconds (response time from entering command to receiving result).</p>	HSD may assess liquidated damages of one thousand dollars (\$1,000) per occurrence of noncompliance.

Phase	#	Category	Performance Standard	Liquidated Damages
OPS	15	Business	The C/CMS shall ensure 99.5% of transactions complete (response time from entering command to receiving result) in less than three (3) seconds.	HSD may assess liquidated damages of one thousand dollars (\$1,000) per occurrence of noncompliance.
OPS	16	Business	The Care/Case Management Contractor shall ensure that incoming calls receiving a blocked call (busy signal) does not exceed 1.25 percent for both the Care/Case Management call center and help desk, to be computed daily and, at a minimum, reported monthly and notify the Enterprise when the SLA is not met.	<p>HSD may assess liquidated damages per day as specified below when the average daily blocked call percentage fails to meet the performance standard.</p> <p>Blocked Call percent between 1.26 and 2.5 percent will be assessed liquidated damages of two thousand five hundred dollars (\$2,500) for each day.</p> <p>Blocked Call percent between 2.51 and 5.0 percent will be assessed liquidated damages of five thousand dollars (\$5,000) for each day.</p> <p>Blocked Call percent between 5.01 and 7.5 percent will be assessed liquidated damages of seven thousand five hundred dollars (\$7,500) for each day.</p> <p>Blocked Call percent then 7.5 percent will be assessed liquidated damages of ten thousand dollars (\$10,000) for each day.</p>

Phase	#	Category	Performance Standard	Liquidated Damages
OPS	17	Business	The Care/Case Management Contractor shall ensure that the daily abandonment rate does not exceed five (5) percent for both the call center and help desk, to be computed hourly and, at a minimum, reported monthly and notify the Enterprise when the SLA is not met.	<p>HSD may assess liquidated damages per hour as specified below when the average hourly performance fails to meet the performance standard.</p> <p>Abandonment rates between 5.0% and 9.99% per hour: one thousand dollars (\$1,000)</p> <p>Abandonment rates between 10.0% and 14.99% per hour: two thousand five hundred dollars (\$2,500)</p> <p>Abandonment rates 15.0% and above: five thousand dollars (\$5,000)</p>
OPS	18	Business	The Care/Case Management Contractor shall answer eighty percent (80%) of daily calls within twenty (20) seconds for both the call center and help desk, to be computed hourly and, at a minimum, reported monthly.	<p>HSD may assess liquidated damages per hour as specified below when the average hourly performance fails to meet the performance standard.</p> <p>Average Speed to Answer (ASA) percentage between 79.99% and 71.0% within twenty (20) seconds per hour; one thousand dollars (\$1,000)</p> <p>Average Speed to Answer percentage between 70.99% and 65.0% within twenty (20) seconds per hour; two thousand five hundred dollars (\$2,500)</p> <p>Average Speed to Answer percentage 64.99% or below within twenty (20) seconds per hour and below; five thousand dollars (\$5,000)</p>

Phase	#	Category	Performance Standard	Liquidated Damages
OPS	19	Business	The Care/Case Management Contractor shall not exceed one percent of daily unresolved calls past one week, to be computed on a weekly basis and, at a minimum, reported monthly.	HSD may assess liquidated damages of two hundred dollars (\$200) per unresolved contact for each day of noncompliance after one week.
OPS	20	Business	The Care/Case Management Contractor shall ensure that ninety-five (95) percent of all calls do not exceed three (3) minute total hold time waiting for an agent to return to the call for both the call enter and help desk.	HSD may assess liquidated damages of two thousand five hundred dollars (\$2,500) per occurrence of noncompliance.
OPS	21	Business	The Care/Case Management Contractor shall ensure that the agent checks back on the caller, at a minimum of, every thirty (30) seconds that the caller is placed on hold for both the call center and help desk. To be computed per occurrence and, at a minimum, reported monthly.	HSD may assess liquidated damages of one thousand dollars (\$1,000) per occurrence of noncompliance.
OPS	22	Business	The Care/Case Management Contractor shall maintain technical staffing such that the State has 100% help desk after-hours on call access and call is responded to within twenty (20) minutes.	HSD may assess liquidated damages of one thousand dollars (\$1,000) per occurrence of noncompliance.