

Request for Proposals
ISSUED BY
The New Mexico Human Services Department



For the provision of

Health and Human Services 2020
Consolidated Customer Service Center

RFP # 19-630- 4000-0001

Human Services Department
P.O. Box 2348
Santa Fe, New Mexico 87504-2348
Brent Earnest, Cabinet Secretary

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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) Solution. The MMISR Solution will comprise multiple modules and Business Process Outsourcing (BPO) services using service contracts that encompass both technology-based components and business process optimization. The MMISR initiative falls under a broader enterprise initiative call HHS 2020, which encompasses improvements to additional HSD programs beyond Medicaid. The Consolidated Customer Service Center (CCSC) module is part of both the MMISR and HHS 2020 projects.

HSD intends to create a centralized entry point for all HSD contacts that will enable an integrated customer experience in a secure environment. All telephone inquiries will be filtered through two discrete telephone numbers (one for providers and the other for clients) leading each customer to the appropriate staff resource based on the nature of the call. The intent is to streamline the call handling process to resolve as many individual calls as appropriate in an efficient and coordinated manner.

The purpose of this Request for Proposals (RFP) is to solicit proposals for a Contractor to configure, provide and operate the CCSC module of the MMISR Solution to meet the State's business needs, to decrease administrative costs, improve customer experience and increase population health outcomes. The State is seeking a CCSC Contractor with the depth and range of experience needed to successfully deliver this complex Project and whose approach reflects the creativity and insight born of that experience.

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.*

B. SUMMARY SCOPE OF WORK

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

The selected CCSC Contractor 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 State-led Project Management Office (PMO); (3) perform planning and provide leadership related to configuration of CCSC Business Services; (4) work collaboratively with other Contractors and Stakeholders to ensure interoperability of all CCSC components; and (5) support attainment of CMS Certification for the CCSC module and for the MMISR Solution as a whole. The State seeks a Contractor who understands the Medicaid Information Technology Architecture (MITA) of CMS and who understands that the goal of the State is to achieve MITA Maturity Level 4.

CCSC Business Services shall integrate with the SI Solution, which consists 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 CCSC Contractor must adhere to all standards established by the Systems Integrator (SI) Contractor and approved by the State for integration, interoperability, security and transmission of data. The CCSC Contractor shall exchange data using the ESB and must acknowledge that the data belongs to the State.

The CCSC Business Services will encompass planning, designing, configuration, implementation, operation, and maintenance of multiple components – all of which are listed in APPENDIX G. The contract resulting from this RFP will require the Contractor to perform a range of services essential to successful implementation, integration, certification, management and operation of the MMISR Solution.

At a high level, the selected Contractor will:

- Configure, provide and operate the CCSC Business Services through the contract life to meet the State's business needs;
- Perform project management and contract management activities for the CCSC Business Services while integrating with the State-led HHS 2020 PMO project management processes and standards;
- Collaborate with Stakeholders from HSD, other State agencies and organizations, other MMISR Contractors, Federal partners, the IV&V Contractor and others as required to make the MMISR Solution a success;
- Suggest and implement approved business process improvements to continuously enhance CCSC services, processes and technologies to increase efficiencies and improve the delivery of program services to constituents; and
- Create or gather the certification-related artifacts and documentation that relate to the CCSC Business Services; organize artifacts; track and manage completion of materials; validate readiness for certification (working with the MMISR IV&V Contractor); and assist with the presentation of all materials required for CMS Certification and quarterly reviews. The Contractor will be responsible for supporting HSD through CMS Certification and for taking any corrective actions, completing additional documentation, participating in meetings or presentations (at the request of the State), and other work as may be required to ensure the entire MMISR obtains CMS Certification.

HSD is seeking Offerors that can demonstrate added value and experience delivering the services required to meet the CCSC requirements while integrating with the SI standards and processes. The proposed CCSC Business Services should take into consideration the information presented in this RFP and available in the Procurement Library. The proposed CCSC services should demonstrate the Offeror's experience and ability to:

- Apply lessons learned from other large enterprise-driven CCSC efforts;
- Consider and understand the risks associated with the chosen MMISR approach and how to mitigate the risks;
- Integrate with SI platform, processes and standards;
- Understand the CCSC requirements that affect interoperability within the MMISR Solution and as part of the HHS 2020 Framework;
- Deliver CCSC Business Services that actively assist the State in achieving MITA Maturity Level 4 and CMS certification;
- Exercise competence and experientially developed 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 recommended CCSC Business Services and MMISR Solution as a whole.

The Contractor will perform services introduced in this section and described in more detail in the full Scope of Work (APPENDIX G) and APPENDIX H for the requirements.

C. SCOPE OF PROCUREMENT

The procurement (consistent with §13-1-150 Multi-term Contracts), will result in a single four (4)-year contract with up to four (4) optional one (1)-year extensions at HSD's discretion, not to exceed eight (8) years in total. The 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 prime contractor. The selected SI Contractor *may not* win any other procurement as the Prime Contractor. The selected CCSC Contractor *may* be a subcontractor on other MMISR procurements.

The contract will begin upon final execution from the Department of Finance Administration (DFA) Contracts Review Bureau (CRB). At HSD discretion, the contract 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 to meet its strategic goals.

D. PROCUREMENT MANAGER

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

Eric Candelaria, Procurement Manager
New Mexico Human Services Department
Information Technology Division
1301 Siler Road, Building B&C
Santa Fe, NM 87505
Phone: (505) 476-4007
Fax: (505) 476-3950
Email: eric.candelaria@state.nm.us

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

Eric Candelaria, Procurement Manager, c/o Gary O. Chavez
Chief Procurement Officer
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 New Mexico 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.

E. MMISR APPROACH

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 HHS programs. The MMISR Solution will use a combination of technology and Business Process Outsourcing (BPO) service procurements as the foundation for the HHS 2020 Framework. For the purpose of this procurement, the State's definition of BPO is contracting for the operations and responsibilities of a specific business process to a service provider with oversight by the State. These BPO services are individual business functions responsible for processes that will save the State costs or gain efficiencies. 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 contracts. The State requires that the services and processes performed by the Contractor(s) meet CMS certification and MITA Maturity Level 4.

HSD plans to achieve this goal through a series of procurements. Each procurement will require that the selected Contractor 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 is engaging an SI Contractor to provide a unifying role across these procurements. The SI Contractor provides 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 contracts to function as black boxes, in that the inner workings of the Contractor's enabling technology are not specified by the State, but rather that the service is viewed in terms of functionality, business process efficiency, performance against SLAs, and data inputs and outputs. This enables the State to take advantage of commodity services in the marketplace to achieve rapid use of key services needed to support Medicaid and HHS 2020. The HSD BPO procurement strategy relies on SLAs and Liquidated Damages (LDs) (see Appendix K – CCSC Performance Measures) associated with a specified functional scope, in compliance with CMS, the State and other requirements associated with the SI Solution on the exchange of data in agreed-upon formats and frequencies.

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

1. The MMISR Modules and Services Procurements

- a. **System Integrator** –Through the SI contract, HSD is acquiring the core technologies and associated services needed to support, implement, facilitate and manage the HHS 2020 Framework with which other modules integrate, including:
 - 1) SOA enablement, Enterprise Service Bus (ESB), schema management, data quality management (DQM), policy enforcement, security implementation, management and governance;
 - 2) Core shared services including Master Data Management (MDM), Electronic Content Management (ECM), address verification, client information verification, notification engine, Master Client Index (MCI), Master Provider Index (MPI) and SOA tooling to support business process automation (workflow, business rules and business process management/orchestration);
 - 3) Reusable and repeatable system migration capability (including data conversion as required to migrate from existing systems to HHS 2020 ecosystem);

- 4) Security implementation and management, identity proofing and system integrity and system fraud prevention, and single sign-on; and
 - 5) Integration governance (security, monitoring, management and platform administration).
- b. **Data Services (DS)** –The DS contract is 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 develops data structures (i.e., 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 Contractor designs, implements, operates and continually improves 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 initially focuses 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 New Mexico-specific experience against national databases) and enable HHS State-wide reporting and analytics through an integrated data services and technology platform. The DS Contractor delivers timely and accurate reports, analytics and related work products.

The DS Contractor is 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.

- c. **Quality Assurance (QA)** – Through the QA procurement, HSD contracted with a BPO Contractor for the following QA Business Services using CMS-compliant business processes and systems:
- 1) Program Integrity support, including Third-Party Liability (TPL), Fraud and Abuse Detection Services (FADS), audit coordination and compliance;
 - 2) RAC - Management of Recovery and Audit responsibilities;
 - 3) Quality reporting; and
 - 4) 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 provides services necessary to perform the QA contract and to interact with the State and with other MMISR Contractors to effectively support HHS 2020 and the MMISR Solution.

d. **Benefit Management Services (BMS)** – Through the BMS procurement, HSD will contract with a BPO Contractor for the following services using a CMS-compliant platform and processes:

- 1) Member Management [Early Periodic Screening, Diagnosis, and Treatment (EPSDT) and other member data];
- 2) Assistance with the systems and data support necessary for effective care and case management within and across HHS 2020 agencies (Case/Care Management Tool);
- 3) Utilization Management/Utilization Review (UM/UR) (Prior Authorization, Individual Support Plan/Service and Support Plan (ISP/SSP), Intermediate Care Facilities for Mentally Retarded (ICF/MR), Level of Care (LOC), Plan of Care (POC);
- 4) Provider Management (enrollment and credentialing);
- 5) Electronic health records program coordination (attestation and meaningful use);
- 6) Pharmacy benefit management (authorization, claims, Drug Utilization Review (DUR), drug rebate);
- 7) Assistance with Managed Care Organization (MCO) management; and
- 8) Benefit plan management.

The BMS Contractor also will provide services necessary to perform the BMS 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.

e. **Financial Services (FS)** – Through the FS procurement, HSD will contract with a BPO Contractor to acquire claims processing and comprehensive financial services (e.g., accounting, payment, billing) using a CMS-compliant processes and systems for multiple 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.

f. **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 New Mexico 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 State separated UPI into two principal sub-modules.

- 1) Consolidated Customer Service Center (CCSC) – The goal for this CCSC procurement 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 will procure the CCSC through a BPO service contract that will encompass:
 - a) Providing HSD-specific needs, including all services, processes, training and staff;
 - b) Operating, reporting, and continuously improving ; and
 - c) Services necessary to perform to the CCSC contract and to interact with the State and with other HHS 2020 Contractors to effectively support HHS 2020 and MMISR.

- 2) Unified Web Portal and Mobile Technology – 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 Contractors to effectively support HHS 2020 and MMISR.

Following these modular procurements, outcome-based management contracts will ensure New Mexico’s goal for a health outcomes-focused approach that serves the needs of New Mexico citizens and manage and delivers services and benefits to them.

In addition to these procurements, HSD awarded a contract to CSG to perform Independent Verification and Validation (IV&V) services for the MMISR project beginning 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 New Mexico Department of

Information Technology (DoIT). All MMISR module and BPO prime Contractors are required to interact and collaborate with the IV&V Contractor.

2. Project Timeline

HSD plans a robust schedule for preparing and releasing the various RFPs, selecting Contractors and completing implementation of the MMISR modules and services. As part of their budget narrative accompanying their Cost Response (found in APPENDIX B) offerors are to provide their estimated implementation schedule for services and the assumptions made in developing the proposed schedule. All Offerors are expected to be ready for final integration testing and parallel run with the incumbent MMIS Contractor no later than March 1, 2020.

A. 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, HSD’s integrated eligibility system.

“**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.

“**Business Hours**” means 8:00 AM through 5:00 PM Mountain Time (MT), Monday through Friday.

“**Close of Business**” means 5:00 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 CCSC Contractor for the MMISR Solution who has been contracted as a result of this procurement.

“**CSES**” means New Mexico’s Child Support Enforcement System.

“**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" to identify a discretionary item or factor.

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

“**Enterprise**” means the full spectrum of NM HHS systems and agencies engaged in this Project.

“**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.

“**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, and commonly shared Core Services.

“**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.

“**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 .

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

“**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.

“**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 lower case, 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 HHS 2020 Project will terminate when the HHS 2020 Framework is fully implemented, has been certified by CMS, and meets all the conditions and requirements established by the State.

“**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 as referred to in the MITA 3.0 Document.

“**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.

“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.

B. 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 NMHSD website:

<https://webapp.hsd.state.nm.us/Procurement/> Program-related Documents in the Procurement Library: The Procurement Library contains reference documents related to this procurement, including:

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

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-CHIP-Program-Information/By-Topics/Data-and-Systems/Downloads/EFR-Seven-Conditions-and-Standards.pdf>

CMS MMIS Certification Toolkit Version 2.2 and MECT 2.2 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>

II. 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:

Action	Responsible Party	Due Date*
1. Issue RFP	HSD	November 12, 2018
2. Distribution List Confirmation	HSD	December 5, 2018
3. Pre-proposal Conference	HSD	December 5, 2018
4. Deadline to Submit Questions	Potential Offerors	December 7, 2018
5. Response to Written Questions	Procurement Manager	December 19, 2018
6. Submission of Proposal	Potential Offerors	January 16, 2019
7. Proposal Evaluation	Evaluation Committee	January 17, 2019 to January 31, 2019
8. Selection of Finalists	Evaluation Committee	February 1, 2019
9. Best and Final Offer	Finalist Offerors	February 13, 2019
10. Oral Presentation(s)	Finalist Offerors	February 19, 2019 to February 21, 2019
11. Finalize Contractual Agreement	HSD/Finalist Offerors	March 20, 2019
12. Approval of Contract (Federal & State)	CMS/DoIT	May 20, 2019
13. Contract Award	HSD/Finalist Offerors	May 24, 2019
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 CCSC EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. 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 facsimile, 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 5:00 pm MT as stated in Section II, 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 9:00AM MT as indicated in Section II, A. SEQUENCE OF EVENTS in the ASD Large Conference Room Address, 1474 Rodeo Rd. Santa Fe, New Mexico 87505, as stated in Section II, 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 Section II, A. 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 to the Procurement Manager related to the intent or clarity of this RFP until 5:00PM MT, as indicated in Section II, A. SEQUENCE OF EVENTS. *All written questions must be addressed to the Procurement Manager as declared in the Introduction, Section D.*

5. Response to Written Questions

As indicated in the Section II, A. 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. The Procuring Agency will send an e-mail copy of questions and responses to all Offerors who provide Acknowledgement of Receipt Forms (described in Section II, 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 II, 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 must be addressed and delivered to the Procurement Manager at the address listed in Section I, 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 #. 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 State Administrative (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

A State-selected Evaluation Committee will evaluate proposals. The evaluation process will take place as indicated in Section II, A. SEQUENCE OF EVENTS, depending on 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 who 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 being disqualified.

8. Selection of Finalists

The Procurement Manager will notify the Finalist Offerors selected by the Evaluation Committee in accordance with the schedule in Section II. 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 II. 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 Committee. 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 evaluation 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 II. A., SEQUENCE OF EVENTS, or as soon as possible. Scheduling of oral presentations and the time limitations of the presentations will be at the Evaluation Committee's discretion.

11. Finalize Contractual Agreements

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

12. CMS Approval of Contract

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

13. Prepare, Negotiate and Finalize Contract

The Contract will be finalized based on the most advantageous offer to the Department as stated in Section II, B., 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 a Contract with the next most advantageous offer without undertaking a new procurement process.

Offerors are advised that 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 the 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 selected as the finalist will be required to obtain a NM Vendor number from the Department of Finance and Administration (DFA).

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

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

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

During contract negotiation, terms related to a performance bond will be finalized.

The Department may include warranty provisions in the final agreement.

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 to execute a separate HIPAA Business Associate Agreement with final contract award.

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).

14. Contract Award

After review of the Evaluation Committee Report and of the signed contractual agreement, the Agency procurement office will award in accordance with the schedule in Section II. A., SEQUENCE OF EVENTS, or as soon as possible thereafter. This date is subject to change at the discretion of the relevant Agency procurement office.

The contract shall be awarded to the Offeror (or Offerors) whose 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 proposal may or

may not have received the most points. The award is subject to appropriate Department and State approval.

15. 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 contract award and shall end at 5:00 pm MT on the 15th calendar day after 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
1474 Rodeo Rd
Santa Fe, New Mexico 87505

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 IV Evaluation 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 CCSC Contractor Responsibility

The CCSC Contractor selected through this RFP will be deemed the Prime CCSC Contractor and is completely responsible for the CCSC 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 CCSC requirements of the contractual agreement with a 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 Contractor for this RFP.

4. Subcontractors/Consent

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

8. Disclosure of Proposal Contents

Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

- a. Proprietary or confidential data shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential portion of the proposal.
- b. Confidential data is restricted to:

- i. Confidential financial information concerning the Offeror's organization;
- ii. 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

The 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 a successful Offeror provisions in addition to those contained in this RFP.

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

The sample contract in APPENDIX I is HSD's 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 selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Agency Rights

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

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and Contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts 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 in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

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

26. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also 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

- a. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 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.
- b. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the State.
- c. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by, at a minimum, providing each employee with the following web site link to additional information:
<https://www.bewellnm.com/>

- d. 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

- a. 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.
- b. For contracts that extend beyond one (1) calendar year or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than one hundred eighty (180) calendar days has elapsed since submittal of the last report, at contract completion.
- c. Should Offeror not meet the size requirement for reporting at contract award, but subsequently grow such that it meets or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- d. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 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

- a. *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:
- 1) Is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any Federal entity, State agency or local public body;
 - 2) Has within a three (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;
 - 3) Is presently indicted for, or otherwise criminally or civilly charged by any (Federal, State or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 - 4) Has 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.

- 5) 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.
- a) 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.
 - b) 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.
 - c) 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 Article 6 of the contract.
 - d) 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.
 - e) The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract the Contractor is indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or local) with commission of, any offenses named in this document, the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

32. No Resources Provided by NM HSD to the MMISR CCSC Contractor

NM HSD will not provide the selected Contractor with supplies, clerical support, computers, hardware, workspace and/or other resources related to fulfilling the Contract that results 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 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.

III. RESPONSE FORMAT AND ORGANIZATION

1. NUMBER OF RESPONSES

Each Offeror shall submit only one (1) proposal in response to this RFP.

2. NUMBER OF COPIES

Each Offeror shall deliver:

- **Binder 1:** one (1) original and six (6) identical hard copies of their Technical proposal and required additional forms and material. The original and each 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 should 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 a 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 may not exceed 10 MB. Security policies do not allow the State to receive electronic copies via a USB drive.

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 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.

- **Binder 2:** one (1) original and six (6) copies of their Cost proposal. The original and each copy shall be in separate, labeled binders.
 - One (1) electronic version of the Cost proposal ONLY. Acceptable formats for the electronic version of the proposal are Microsoft Word, Excel and PDF.

Offerors shall clearly identify any and all confidential or proprietary information and shall segregate this information 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.

Hard copy proposals shall be submitted typewritten, Times New Roman twelve (12) pt. font (tables and 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. Response 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 and examples of documents. 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 Page Summary for 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 (APPENDIX G)
12. Response to Specifications (APPENDIX H)
13. Response to Questions (APPENDIX L)
14. Experience and Personnel
15. Additional items, if any

Binder 2: Cost proposal

Completed Cost Response (see APPENDIX B)

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 Cost Response Form.

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:
 - 1) Explicitly indicate acceptance of the Conditions Governing the Procurement (see Section II, A. SEQUENCE OF EVENTS, C.1);
 - 2) Acknowledge receipt of any and all amendments to this RFP; and
- h. Be signed by the person identified in paragraph 2.b above.

IV. RESPONSE SPECIFICATIONS

APPENDIX G describes services to be delivered through this procurement. Offerors must provide their methodology, plan and approach to the services specified in each section of APPENDIX G.

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

APPENDIX L contains questions regarding the Offeror's current contact center environment(s) regarding Key Performance Indicators (KPIs) and systems in use. Offerors must provide an answer to every question or a reason why an answer cannot be provided.

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. 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

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 a minimum of three (3) and no more than five (5) 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 IV, 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 reference engagement who will be designated for work on the CCSC Business Services Project;
- 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 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. A Performance Surety Bond must be available to the Agency at the 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 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 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. Sequence of Events, B. Explanation of Events and C. General Requirements above. The number of Finalists will be determined at the discretion of the Evaluation Committee. If selected as a finalist, the Offeror may be required to present an overview of its proposal to the Evaluation Committee to give the Evaluation Committee 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 scope of work.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Factors	Score
Technical Responses	195
Vision for CCSC	25
Statement of Work (Appendix G)	170
Requirements (Appendix H)	400
Contact Stages (includes: Connect, Recognize, Route, Queue, Resolve, and Review)	260
Contact Management (includes: Training, Audits/Reviews, Security/Privacy, Strategy and Project Management, Service Expectations, and Certification)	140
Experience & Personnel	90
Organizational Experience (narrative)	45
Location and Staffing Model	45
Cost Proposal Form #	235
Maintenance & Operations (M&O)	160
Tiered Pricing by Contact Channel	75
References	30
Oral Presentation (Finalists Only)	50
Total	1000

TABLE 1: EVALUATION POINT SUMMARY

B. EVALUATION FACTORS

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

1. Technical Responses (195 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. Offerors must provide the methodology, plan and approach to the services described in each section of APPENDIX G. These responses are to be placed in Binder 1.

2. Requirements (400 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 & Personnel (90 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.

4. Cost Proposal (235 points)

The evaluation of each Offeror's cost proposal (the total of four years of detailed budgets) will be conducted using the following formula.

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

Sub-factors will be totaled for final Cost score. Provide costs and detailed budget explanations in a yearly table format as shown in Appendix B. This response is to be placed in Binder 2.

C. 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 (30 points) (Appendix D)

Offeror submits a list of at least three (3) references (and no more than five (5) 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 IV. B .3)

Pass/Fail only. No points assigned.

4. Performance Bond Capacity Statement (Section IV. 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 V. B .8)
Pass/Fail only. No points assigned.

D. ORAL PRESENTATION (Finalists only, 50 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, as well on 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. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated in the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may include other sources of information to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as Finalist Offerors. The Finalist Offeror whose proposal is most advantageous to the State, taking into consideration the evaluation factors in Section IV, will be recommended for award (as specified in Section II. B. 11). Please note, however, that, regardless of overall score, a serious deficiency in the response to any one factor may be grounds for rejection.

VI. SUMMARY LISTING OF APPENDICES:

APPENDIX A - ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX B - 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 - DETAILED STATEMENT OF WORK

APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS

APPENDIX I - SAMPLE CONTRACT

APPENDIX J - RFP CROSSWALK TO CMS DRAFT RFP TEMPLATE

APPENDIX K - CCSC PERFORMANCE MEASURES

APPENDIX L - CCSC OFFEROR QUESTIONNAIRE

APPENDIX M - CCSC SERVICES AND PROGRAM TYPES

APPENDIX A - ACKNOWLEDGEMENT OF RECEIPT FORM

REQUEST FOR PROPOSAL

HHS 2020 – Consolidated Customer Service Center

19-630-4000-0001

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 I.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 5:00PM MT (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.

Eric Candelaria, Procurement Manager
HHS 2020 – HHS 2020 Consolidated Customer Service Center RFP
19-630-4000-0001
Human Services Department
Information Technology Division
1301 Siler Road, Building B&C
Santa Fe, NM 87505
Phone: (505) 476-4007
Fax: (505) 476-3950
E-mail: eric.candelaria@state.nm.us

APPENDIX B - COST RESPONSE FORM #1

New Mexico Human Services Department Consolidated Customer Service Center

Maintenance and Operations (M&O) Costs

Provide an all-inclusive price for all activities related to the M&O of the Offeror’s proposed Solution.

Offerors shall price each contract year for M&O. As noted in the chart, total costs must include applicable New Mexico Gross Receipts Tax.

Contract Term/Year	Annual Maintenance and Operations Costs
7/1/19-6/30/20	
7/1/20-6/30/21	
7/1/19-6/30/20	
7/1/19-6/30/20	
	Total (including NMGRT):

Tiered Pricing by Contact Channel Type

Provide individual tiered pricing by contact channel type for each of the channels listed in the table. If the offeror will not be using any listed channels, indicated so by entering N/A in the appropriate cell.

Offerors shall provide individual, single contact pricing for each contact channel type and tier. All tiered costs must include applicable New Mexico Gross Receipts Tax.

Tiers	Automated Resolution– Chatbot, IVR, etc.	Manual Resolution - Phone	Manual Resolution – Chat/SMS	Manual Resolution - FAX	Manual Resolution - Email
1,000,000 and above					
600,000 - 999,999					
300,000 – 599,999					
100,000 – 299,999					
50,000 – 99,999					
10,000 – 49,999					
9,999 and below					

Pricing also must include all implementation, configurations and license maintenance (initial purchases, renewals, updates, required technical support) for all elements in Offeror's proposed architecture. Note that NM expects the costs proposed for Maintenance and Operations to include regular and required updates, and changes or enhancements to the components of the Solution. These will not be separately reimbursable.

Offerors are to provide, as part of their budget narrative their estimated implementation schedule for the module and the assumptions made in developing the proposed implementation schedule. As implied by the dates found in the Cost Response forms, Offerors are expected to be ready for final system integration testing no later than **July 1, 2019**.

APPENDIX B - COST RESPONSE FORM #2

New Mexico Human Services Department

Consolidated Customer Service Center

Pricing for Optional Contract Extension Years

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

Optional Year Pricing Element	7/1/21-6/30/22	7/1/22-6/30/23	7/1/23-6/30/24	7/1/24-6/30/25
All Components / Solutions				
Maintenance and Operations				
Annual Total (Including NMGRT)				

APPENDIX C - LETTER OF TRANSMITTAL FORM

VII.

RFP#: 19-630-4000-0001

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 Offer:

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

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

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

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

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

5. Use of 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 II. C.1.
- ___ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors presented in Section V of this RFP.
- ___ I acknowledge receipt of any and all amendments to this RFP.

_____, 2018
Authorized Signature and Date (must be signed by the person identified in item #2, above)

APPENDIX D - REFERENCE QUESTIONNAIRE FORM

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

The Procurement Manager will send a reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Questionnaire directly to:

Eric Candelaria, Procurement Manager
HHS 2020 – MMISR Consolidate Customer Service Center
RFP 19-630-4000-0001
Human Services Department
Information Technology Division
1301 Siler Road, Building B&C
Santa Fe, NM 87505
Phone: (505) 476-4007
Fax: (505)476-3950
E-mail: eric.candelaria@state.nm.us

APPENDIX E - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made by: _____ -

Relation to Prospective Contractor: _____ -

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

—OR—

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

Signature Date

Title (Position)

APPENDIX F - NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 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 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 must agree 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 must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://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 _____ Date _____

APPENDIX G – DETAILED STATEMENT OF WORK

This APPENDIX contains the Statement of Work (SOW) for this Consolidated Customer Service Center (CCSC) procurement. The SOW is a companion document to the requirements found in APPENDIX H and should be read and interpreted as a statement of both expectation and explanation of the Project found in Part 1 and the requirements found in APPENDIX H. The scope of work described herein outlines the responsibilities and Project obligations of the selected CCSC Contractor. Prior to preparing their proposals in response to this procurement, Offerors are expected to review the System Integrator and Data Services RFPs, as well as the questions and answers (Q&As) and addendums for the respective RFPs as may be found in the Procurement Library.

The CCSC Contractor (“Contractor”) will play a critical role in the overall success of the MMISR Project. The CCSC will provide all required contact center services for the New Mexico Human Services Department Medical Assistance Division (MAD); Income Support Division (ISD); Child Support Enforcement Division (CSED); Behavioral Health Services Division (BHSD); Office of Fair Hearings Bureau (FHB); and the Office of the Inspector General (OIG); with consideration for integrating other Bureaus or Agencies in the future, such as, Restitutions Bureau, Constituent Services, Department of Health (DOH); Aging and Long Term Services (ALTSD); and Children Youth and Families Department (CYFD).

Centers for Medicare and Medicaid Services (CMS), the primary funding entity for the MMISR Project, has identified requirements in the Medicaid Enterprise Certification Toolkit (MECT) that are applicable for MMIS certification. The Contractor must deliver the services that will meet the requirements outlined in this SOW, detailed in APPENDIX H and in the MECT. These requirements apply across the HHS 2020 Enterprise, not just to Medicaid.

The CCSC services must integrate with the Integration Platform (IP), which consists of a highly reliable, loosely coupled, secure SOA-compliant platform for all of HHS 2020 that will provide systems migration and integration capability, core shared services (as defined in the SI RFP) and an ongoing operational monitoring and management capability. The CCSC Contractor must adhere to all standards established by the SI Contractor and approved by the State regarding integration, interoperability, security, Single Sign On (SSO) and data transmission. The Contractor must exchange data using the IP.

The HSD seeks to retain a Contractor who already provides comparable services – including infrastructure, staff, training, processes, tools, etc. – to other entities. The HSD will contract with the chosen organization to provide CCSC services to the HSD using a Business Process Outsourcing (BPO) approach. The Offeror’s proposed systems and processes must be compliant with all applicable CMS requirements for certification. The State is seeking a Contractor who understands how to apply proven approaches for efficient delivery of timely and accurate services. HSD is seeking a Contractor who can efficiently deliver a broad range of extremely high-quality CCSC services in a complex environment, from contract award through MMISR certification by CMS into on-going Maintenance and Operations (M&O).

New Mexico's policies and program delivery are dynamic in nature. The Contractor must provide flexible services and operational responsibilities resulting from changes in State or Federal policy, fiscal needs and/or requirements, fulfill legislative mandates and take advantage of Federal options and funding.

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

1. Services and Approach

The Offeror shall present its customer service approach and explain how that reflects industry best practices in customer service excellence. The Offeror's approach shall demonstrate its experience with similar customer populations. The Offeror shall explain its experience delivering full contact center support to HHS customers and providers.

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], Six Sigma) complemented by insight gained from successful work on projects of similar size and complexity for customers similar to the State of New Mexico's HSD. The Contractor's project and contract management approach shall be practical, results-oriented and readily implemented. At a minimum, the Offeror is required to propose processes, tools and services 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. The Contractor will be required to coordinate all project management activities with the State's PMO, and when so directed by the State's PMO, with the SI Contractor. The Contractor's tools and processes must adhere to the standards set by the SI and used by the HHS 2020 State-led PMO.

The CCSC Contractor must configure, provide and operate the CCSC Business Services of the MMISR Solution to meet the State's business needs. The CCSC Contractor will manage performance of work under the resulting contract in a manner consistent with the State-led Health and Human Services (HHS) HHS 2020 PMO project management processes and standards.

HSD is seeking a BPO Contractor that has proven record of delivering and providing services and can adapt to accomplish the follow HSD goals:

1. Effectively address and support the HHS 2020 Vision and the MMISR modular approach. Identify risks or trade-offs and making informed recommendations regarding related processes, cost-effective changes and updates, and ongoing maintenance and operation. Offeror's service approach must demonstrate a commitment to the CMS Seven Conditions and Standards (SCS) regarding sustainability, flexibility, extensibility and maximized reuse and interoperability;

2. Apply experience with CCSC business services, requirements compliance, and scalability;
3. Effectively manage multiple contact centers tasks (including all subcontractors and partners) to effectively work as a cohesive team to meet State and Federal requirements for the CCSC;
4. Ensure that all business services are planned, tested and executed to enable successful completion within a very aggressive time frame; and
5. Deliver and manage business services that comply with CMS Certification requirements and that enable the State to achieve MITA Level 4.

1.1. Customer Service Strategy

The CCSC procurement represents a critical opportunity to deliver on the HHS 2020 vision; specifically, the transformation to a customer-focused enterprise. HSD expects the CCSC Contractor to become a trusted partner with the HSD in our endeavor to implement and improve our customer service strategy.

The HSD's customer service vision includes integrated channels of communication, including but not limited to: a web portal, phone, chat, email, text, and face-to-face contact in the State's field offices. It is intended that customers will be able to engage through their preferred communication channel(s), and that these channels will span current technology. The CCSC Services must be compatible and integrated with the other customer-facing channels to achieve a positive customer experience.

1.2. Complete BPO Services

Offerors shall propose services that are responsive to both the goals and the intent of the HHS 2020 vision and framework.

In the future, as planning evolves, HSD may request the CCSC Contractor to extend support to other HHS 2020 initiatives.

- 1.3. As noted elsewhere in this RFP, as part of the HSD commitment to maximizing the benefits of a modular MMISR Solution, the selected Contractor can perform as the Prime Contractor on any other module or BPO except for SI and can serve as a subcontractor in other modules or BPOs except for SI. A conflict of interest may exist when an Offeror qualifies for approval to enter into a Centennial Care Managed Care Organization (MCO) contract and a contract for the MMIS/MMISR Quality Assurance, Benefit Management Services and/or Financial Management BPOs with the State. This includes an Offeror that is a Contractor and/or a Subcontractor. To avoid the conflict, HSD, in its sole discretion, has the right to deny approval of the Offeror to enter into MMIS/MMISR and/or MCO contracts

1.4. Subcontractors

The use of subcontractors is acceptable with prior approval by HSD. The Prime Contractor will be directly accountable for the quality of the CCSC components as well as for the associated services delivered throughout the contract life. The Prime Contractor is solely responsible for performance under the contract resulting from this RFP. The Prime Contractor shall ensure that their subcontractors in no way negatively impact the Project's duration or incur additional costs to the State. 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 onshore. No offshoring of work, including storage of data, is permitted by either the Prime Contractor or its subcontractors.

2. CCSC Contractor Role

The Contractor must deliver services that comply with the requirements found in APPENDIX H, which are responsive to this SOW. At a minimum, this includes: performing in accord with the expectations found in Section 1 above and integrating with the IP. The CCSC Contractor must provide artifacts and evidence necessary for Certification; effectively manage work performed under the Contract resulting from this RFP; comply with the project management standards established by the State PMO; support the Data Governance Council; ensure the security and integrity of data; and deliver and operate all CCSC services. The Sections that follow provide additional information and guidance on the SOW.

2.1. The BPO Services

The Contractor must configure, provide and operate all required CCSC business services within the following CCSC Stages:

1. **Connect Stage** - The point of entry for a client's contact. Requestor can use any of several methods to contact the service center. This includes, but is not limited to, Telephone, SMS text messaging, Web Chat, Fax, Email and Post provided via the Electronic Content Management System (ECMS).
2. **Recognize Stage** - The method(s) that determine the general nature of the inquiry and identities of the requestor. This can include, but is not limited to, Speech Recognition, Personalized Voice Recognition Unit (VRU), Natural Language Interactive Voice Response (IVR), Automatic Number Identification (ANI)/Dialed Number Identification Service (DNIS), Personal Identification Number (PIN) for Customer ID, Voice Biometrics and Dual Tone Multiple Frequency (DTMF) (Touch-tone) IVR.
3. **Route Stage** - A resource (automated or human) is assigned to address the inquiry. This includes, but is not limited to, Multi-Criteria Routing, Competency Based Routing, Unified Cross-Channel Routing, Routing beyond Call Center, Blended Routing, Routing across Automatic Call/Contact Distributors (ACDs), Pre-Routing to ACDs, Skill Based Routing and Value Based Routing.

4. **Queue Stage** - The inquiry is "held" until a resource is available to address it. This includes, but is not limited to, Universal Multi-Channel Queue, Cross-Sell Message while in Queue, Queue Prioritization, Courtesy Call-Back while in Queue, Virtualized Enterprise Queue, Announced Wait Time in Queue, Recorded Message while on Hold, Music on Hold, ACD Based Queue, and No Queue Hunt Group.
5. **Resolve Stage** - The inquiry is addressed and, ideally, resolved, in either an automated fashion or by a live Customer Service Representative (CSR). This includes but not limited to, Presence-Based Expert Escalation, Automated Personal Call-Backs, Agent Pop-Ups for Up-sell/Cross-sell, Computer Telephony Integration (CTI) & Apps Integration, Speech Synthesis Apps, Agent Desktop with CTI, Telephonic Signature and Customer Relationship Management (CRM) Desktop Systems.
6. **Review Stage** - The effectiveness and efficiency of handling inquiries in stages 1 through 5 are measured and assessed. This includes, but is not limited to, Workforce Management (WFM), Actionable Alerts with Solutions, Real-time Agent Feedback Tools, Contact Data Analytics, E-mail Satisfaction System, Automated Customer Survey, IVR, Advanced Reporting & Analytics, Cradle to Grave Reporting, Call Recording & Retrieval, Agent Trace and Silent Call Monitoring.

Contractor's proposed services must comply with and support all applicable Federal, State or other regulations, guidance and laws, including at a minimum, the Security, Privacy and Standards listed in Addendum 14 in the Procurement Library.

The Contractor must ensure that all CCSC capabilities comply with the HHS 2020 Architecture, which implements the MITA 3.0 standards (comprising Business, Information and Technology Architectures). The Contractor must ensure that its services comply with CMS Certification requirements and MITA Maturity Level 4.

The selected Contractor will be required to perform all work necessary to achieve successful implementation and operation of all CCSC business services. The Contractor must:

1. Complete planning related to all CCSC business services;
2. Configure, provide and operate all CCSC business services to meet the State's business needs;
3. Take all necessary steps to bring all CCSC business services to an operational status and continue operational services for the contract period;
4. Comply with the versions in use, at the time of CMS Certification, of the MECT, MITA and the SCS; and work with HSD to achieve MITA Maturity Level 4; and
5. Ensure that all the CCSC business services can identify and meet any relevant Certification requirements of CMS.

2.2. Consolidated Customer Service Center Components

The components listed below are examples of technologies that provide specific functionality that the HSD desires to include within the CCSC. The component list is not prescriptive. HSD will consider Offeror proposals that include alternative components that provide similar or superior functionality to the components listed below.

Offers are expected to complete APPENDIX L CCSC Offeror Questionnaire to list the components they use in their existing contact centers. This will allow the HSD to evaluate if those components meet its business needs.

2.2.1. Connect Stage

2.2.1.1. Private Business Exchange (PBX)

The PBX or Private Business (or Branch) eXchange: a telephone switching device owned by a private company vs. one owned by a common carrier.

2.2.1.2. Voice Over Internet Protocol (VOIP)

Voice over Internet Protocol is a methodology and group of technologies for the delivery of voice communications and multimedia sessions over Internet Protocol networks, such as the Internet.

2.2.1.3. Toll-Free Number

A toll-free telephone number or free phone number is a telephone number that is billed for all arriving calls instead of incurring charges to the originating telephone subscriber. For the calling party, a call to a toll-free number from a landline is free of charge. For this CCSC BPO project, the State wishes to use a single toll-free number.

2.2.1.4. E-mail Management System

Provides tracking and routing of both inbound and outbound emails with links to the customer's contact records in the CRM.

2.2.1.5. FAX and e-FAX

A FAX is an image of a document made by electronic scanning and transmitted as data by telecommunication links. The image can be printed or captured electronically for storage and retrieval to an Electronic Content Management System (ECMS).

2.2.1.6. Text and Instant Messaging

The ability to use a SMS text message or web-based instant messaging (IM) client to connect the customer to a CSR instantly.

2.2.1.7. Web Contact Chat

Enables clients the ability to directly communicate with a live CSR or chatbot by keyboard via a chat link within the State's website.

2.2.1.8. Email/Webmail Response System

Offers clients an alternate contact channel for communicating with a customer service contact center using email and/or webmail.

2.2.1.9. 508 Compliant Channels

The system must fully comply with section 508 accessibility.

2.2.2. Recognize Stage

2.2.2.1. ANI / DNIS / Customer PIN Identification

Identifies the caller's identity using automatic number identification (ANI), direct number identification system (DNIS) or a customer-specific Personal Identification Number (PIN).

2.2.2.2. Touch-tone (DTMF) Interactive Voice Response (IVR)

IVR provides self-service options to callers via menu choices selected with keys on a touch-tone telephone system. IVR allows incoming callers to access the information they need without having to talk to a person. Callers can help themselves by entering information via a touch-tone keypad on the phone. It operates on a strategically developed call flow and undergoes continuous tuning based on clients' interactions with the IVR.

2.2.2.3. Natural Language IVR

Enhanced IVR that provides options to callers via spoken menu choices and is coupled with speech recognition to recognize spoken responses from the caller. It operates on a strategically developed call flow and undergoes continuous tuning based on clients' interactions with the IVR.

2.2.2.4. Speech Recognition

Uses interpreted human speech that enables people to interact with a natural language IVR. This can also be used for caller identification. The speech recognition software should have grammars and data to recognize different dialects and an expansive vocabulary.

2.2.2.5. Speech Synthesis

The ability for the IVR to provide self-service to the customer before they get routed to a CSR to resolve the issue (e.g., Client can make MCO selection options for Medicaid).

2.2.2.6. Personalized Voice Response Unit (VRU)

A VRU that delivers a personalized message and/or IVR menu selection based upon the identity of the caller.

2.2.3. Route Stage

2.2.3.1. Automatic Call Distributor (ACD)

Used to manage and distribute incoming calls to a specific group of terminals (CSRs) based upon configurable criteria (e.g., caller's language, request type, CSR skill level, caller's priority level, etc.).

2.2.3.2. Skills Based Routing

Enables the routing of calls to CSRs assigned a specific skill or set of skills.

2.2.3.3. Competency Based Routing

The ability to route a call to a CSR who is the most competent in handling the call by looking at the attributes of a CSR. (e.g., Spanish speaking caller and all CSRs who are primary Spanish speakers are occupied. The call will route to an available CSR whose secondary language is Spanish.).

2.2.3.4. Multi-Criteria Routing

The ability to route based on multi-criteria. (e.g., a client selects options for assistance with both Medicaid and Child Support. The call is routed to a CSR that can assist in both areas).

2.2.3.5. Value Based Routing

A programmable form of Skills Based Routing targeted at Customer Value where customers are ranked in value and their calls are directed to designated CSRs (e.g., the caller is identified (PIN, phone number, etc.) as a "Valued" caller and is automatically routed to a CSR or CSR group that typically handles that specific customer. Those callers are considered High Value).

2.2.3.6. Pre-Routing to ACDs

The ability to route a customer to a specific IVR script and/or CSR with specialized skills (i.e. English, Spanish, etc.) by having the customer pressing a numeric key or speaking an option.

2.2.3.7. Universal Multi-Channel Queue/Blended Routing

The ability to route all contact channels of inquiries (email, chat, phone) to blended CSRs and CSR groups.

2.2.3.8. Routing across ACDs

An advanced routing service that routes calls to the next-available-CSR through networked call centers. Used for Fail-over and to maintain service levels.

2.2.3.9. Blended Routing

The ability to route all channels of inquiries (email, chat, phone) to a blended agent.

2.2.3.10. Routing beyond Contact Center

The ability to route the customer to another service (e.g., routing directly to State personnel or agency).

2.2.3.11. Unified Cross-Channel Routing

The ability to escalate inquiries to another channel of communication (e.g., from chat to co-browse, phone call, etc.)

2.2.4. Queue Stage

2.2.4.1. Music on Hold

Plays music to callers in the hold queue.

2.2.4.2. Recorded Message while on Hold

Plays recorded messages to callers in the hold queue (e.g., directs caller to State website).

2.2.4.3. Announced Wait Time in Queue

Intermittently announces the estimated wait time to callers in the hold queue.

2.2.4.4. Customer Cross-Sell Message while in Queue

Plays recorded messages about current agency initiatives or offerings that are pertinent to the caller, as they are waiting in the hold queue (e.g., caller has been identified as qualifying for a service offering. The system would play a message about that service).

2.2.4.5. Courtesy Call-Back while in Queue / Intelligent Call-Back

Presents the option to callers in the hold queue to hang up without losing their place in queue and be called back when their call reaches the top of the queue, rather than waiting on hold. Available both during and after business hours. System will offer the client the option to be called back on the same or an alternate number and to select an approximate time for call-back in the afterhours option. The system places those calls in the proper queue at the time the client selected.

2.2.4.6. Automated Personal Call-Backs

The ability to call a customer with automated information that pertains to them (e.g., CSED court reminder). Typically used in conjunction with a Predictive Dialer.

2.2.4.7. Predictive Dialer

A predictive dialer automatically dials from a list of phone numbers. This saves CSR time as the dialer will detect busy signals, voice mail messages, disconnected phone numbers and when there is no answer. Predictive dialing is applicable across channels: mobile, text, social, chat and email. It detects a customer's channel of choice and delivers the interaction directly to a CSR upon answer. It can also be used to deliver proactive outreach in the case of an emergency or to educate a customer on where their case is in the queue.

2.2.4.8. Queue Prioritization

Prioritizes the queuing of callers based upon the caller's identity, moving high-value callers toward the front of the queue (e.g., a CSR transfers a call to another ACD group and that caller is prioritized and moved to the front of the queue).

2.2.4.9. Universal Multi-Channel Queue

The ability to integrate all contact channels into one queue so that the CSRs are fully utilized.

2.2.4.10. Virtualized Enterprise Queue

The ability to queue the calls at a centralized location until the next available agent (at any site) can take the call.

2.2.4.11. ACD Based Queue

A call queuing system that is included as a component of the ACD.

2.2.4.12. No Queue, Hunt Group

This is the ability to ring all phones at the same time.

2.2.5. Resolve Stage

2.2.5.1. Agent Desktop with Computer Telephony Integration (CTI)

Computer Telephony Integration: enables the coordination and integration of computer and telephone systems. Functions of CTI include: Calling Line Information Display, Screen Population (on call answer), On Screen Dial, Preview and Predictive Dial, On-Screen Call Control, Call Script and Knowledge Base.

2.2.5.2. Agent Screen Pop Up

When CSRs using CTI receive incoming calls, a screen pop up is displayed showing the caller's account information on the CSR's computer screen. This saves time for both parties by giving the CSR the customer information needed to lead the call and solve the problem. CTI screen pop is often used in tandem with a unified desktop, so a CSR has complete access to customer data.

2.2.5.3. CRM

CRM software gives CSRs the 360° customer information they need to solve customer needs as quickly as possible. CRM can provide scripts that assist CSRs with answers to a customer's requests quickly. They can also be integrated with Voice Artificial Intelligence (AI) that listens for a caller's question and delivers the answer to the CSRs CRM Screen. Call center CSRs can also use the servicing application to document customer interactions that can be brought up if the caller needs more help in the future. Having a record can help CSRs resolve customer issues more efficiently. CRM systems enable an organization to provide insight to all customer interactions across agencies and departments. Because they provide visibility into customer interactions with an organization, they also help with case and issue management: routing customer issues or cases through internal processes and keeping the customer apprised throughout the entire case lifecycle.

2.2.5.4. Agent Pop-Ups

Automatically pops scripts on the CSRs' monitors (e.g., a CSR might be prompted to inform a Medicaid client that they have access to a free flu shot). This can also integrate with Voice AI.

2.2.5.5. Real-time Agent Feedback Tools

The ability to consult someone else (CSR to CSR, CSR to supervisor or CSR to specialist) during a call via a "whisper" or chat window on the CSR's desktop.

2.2.5.6. Presence-Based Expert Escalation

The ability to use an IM client to connect the customer to an expert instantly.

2.2.5.7. Contact Resolution using AI

Artificial Intelligence can be used in multiple ways. AI Chatbots, AI Email response, Voice AI are just a few of the current uses of AI. By the time this RFP is released, additional AI features may have been introduced and made available commercially. Offerors are encouraged to provide an overview of the AI services they can offer.

2.2.6. Review Stage

2.2.6.1. Workforce Management (WFM)

Used for call forecasting and CSR scheduling through historical call and event data (e.g., manual and automated entry, social media and external source feeds). Other functions of workforce management may include skills-based scheduling, schedule adherence, time-off administration, performance management tools and reporting.

2.2.6.2. Contact Recording and Retrieval System

Contact centers can use recording systems to capture all customer interactions. This is helpful should a CSR or manager need to review what happened on a contact. More advanced recording systems can record contacts, as well as any other interactions associated with the contact, such as emails and chat sessions. Contact monitoring can be historical, using recordings, or in real-time allowing a contact center supervisor to intercept an off-script or out of the norm contact and provide on-demand coaching. Contact recording goes together with automated analytics reporting to deliver in-the-moment insight that contact center leaders require.

2.2.6.3. Silent Call Monitoring

Enables contact center supervisors and quality monitors to capture, monitor, record and evaluate most customer/CSR interactions without the CSRs' or the callers' knowledge.

2.2.6.4. Agent Trace

Permits tracing of any CSR actions while logged into the ACD.

2.2.6.5. Contact Data Analytics

Report management system that provides reporting analytics on various CCSC measurements, logs and activities.

2.2.6.6. Cradle to Grave Reporting

Cradle to grave reporting provides the exact chronology of each call on the CCSC system, from the moment the contact reaches the phone switch or other contact service to the instant the contact ends.

2.2.6.7. Advanced Reporting & Analytics

The ability to aggregate data (e.g., Average Handle Time, First Call Resolution, etc.) and enable advanced statistical analysis (correlation, cross-tab, regression, etc.).

2.2.6.8. Automated Customer Survey via IVR

Gathers and analyzes caller satisfaction immediately following the call via the IVR.

2.2.6.9. E-mail Satisfaction System

Solicits client satisfaction via post-contact email.

2.2.6.10. Actionable Alerts with Solutions

Provides contact center management the ability to keep the center's performance level on par through an alert displaying when a CSR or any Key Performance Indicator (KPI) is out of compliance, allowing management to take appropriate actions to restore performance levels.

2.2.6.11. CSR Satisfaction Survey

Provides CSRs an opportunity to give open and anonymous feedback regarding their scoring and comments about the company, department, supervisor/management and job. Improved and enhanced CSR satisfaction has been proven to have a direct correlation to customer satisfaction.

2.3. Implementation Phases

To ensure alignment with the implementation of related HHS 2020 procurements, the State proposes that the CCSC Contractor implement their Services in a phased roll-out, as listed below. Offerors are encouraged to suggest, in their proposals, alternative approaches they have found to be successful.

2.3.1. Phase One

Establish, or use an existing, CCSC facility, technologies, services, procedures, environments and interfaces in preparation of conducting shadow training for Phase 2 integration, testing and dry run.

During this initial phase, facilities, infrastructures, systems and technologies will be installed and configured. This includes but is not limited to:

- Analyzing the HSD's current call center environments, processes and procedures, and providing a written plan for systems and process improvements to be implemented in the new CCSC;
- Setting up environment (Pre-Production, Integration, Training and Production);

- Implementing new single toll-free numbers while systematically phasing out multiple existing call centers numbers;
- Developing and implementing IVR scripts, call trees, and routings;
- Setting up the ACD system, routing rules and queuing functions;
- Setting up the CRM system and scripting;
- Setting up internal network connectivity;
- Setting up and loading previous call data into the workforce management system;
- Shadow training of CCSC supervisors and CSRs;
- Developing training materials and project documentation;
- Setting up internal and external interfaces and connectivity to various external entities and existing systems;
- Producing project management plan documents for integration with the State PMO; and
- Participating in governance activities with the State PMO, SI Contractor and other Stakeholders.

2.3.2. Phase Two

During this phase, the Contractor will ensure that all services are functioning and operating appropriately. A simulated live environment will be used to train CSRs, test and run data analytics and reports. This includes but is not limited to:

- Data integration with the SI/ESB, testing, failover and dry run training.
- Completing initial data integration with the IP and other relevant integration points;
- Testing in all environments, interfaces, networks and systems for both processing and stress testing;
- Testing connectivity and ability to access existing systems;
- Developing all call overflow processes and procedures;
- Testing all failover processes and procedures;
- Loading existing HSD call center contact data into the CRM;
- Conducting an end-to-end simulated live environment for training and testing; and
- Setting up CCSC-related data analytics and reporting.

2.3.3. Phase Three

This phase will consist of activating each individual contact center for the HSD in a controlled, phased roll-out.

- A. CSED – Finalizing configurations, training and testing in preparation to take customer requests to resolution and report to CSED. Desired to be in production by July 1, 2019 but no later than July 1, 2020.
- B. ISD – Finalizing configurations, training and testing in preparation to take client requests to resolution and report to ISD. In production no later than December 31, 2019.
- C. MAD – Finalizing configurations, training and testing in preparation to take client requests to resolution and report to MAD. In production no later than December 31, 2019.
- D. Other State of New Mexico HHS Divisions and agencies (optional).

NOTE: The State’s systems needed for implementations will, most likely, need be rolled-out in a staged approach where the contractor will be required to use similar processes, systems and technologies used by the exiting contractors. This may be required until all new modules are fully integrated and in production. Offeror must acknowledge that they fully understand this approach.

2.4. CCSC Operations

Within this RFP the term “Tier” is used to define the teams, team levels or automation responsible for different actions. For this RFP the following terms apply:

- Tier 0 – Request processed by automation (e.g., IVR) until it is resolved or transferred to higher tier;
- Tier 1 – CCSC CSR front line staff;
- Tier 2 – CCSC supervisor or management staff; and
- Tier 3 – Non-CCSC Staff (e.g., State, other HSD’s BPO module’s Staff). Tier 3 is the final entity for contact resolution.

The Contractor shall provide the following services:

- Respond to inquiries received via telephone, chat, SMS texts, ECMS workflows for fax and email from clients, providers and other stakeholders. Current operations handle, on an annual basis, 1.8 million incoming calls, 17,000 outbound calls and 8,000 emails. The HSD has not yet implemented chat, SMS text, or web forms, so cannot provide volumes. It is recommended that the Offerors use their previous experience to determine and provide estimates for these services and provide those estimates in their proposals. For the purpose of responding to this RFP, use an annual growth rate of five (5) percent.

- Configure the CRM to enable, at a minimum, CTI Screen Pops, call, contact and resolution scripting, Pop-Ups, Data entry, search abilities for client historic contact data;
- Configure the IVR to enable caller-friendly call handling, including voice commands, to enable callers to easily access information most frequently requested, to enable callers to readily understand options and to select appropriate services, and to support efficient, cost-effective service delivery while maximizing customer service quality;
- Receive and handle inquiries received via fax;
- Receive and handle inquiries received from ECMS;
- Integrate with the SIs IP, for all current and historical customer contact information, including inbound and outbound phone calls, faxes, email, SMS text, webchats, historical recorded conversations and client resolutions;
- Integrate with HSD systems via the SI's IP to obtain and provide data;
- Respond to inquiries using the client's preferred or requested channel (e.g., telephone, text, chat, fax, email, remote customer desktop access, live chat);
- Hire staff adequate to handle estimated contact volume, including overflow volume;
- Train staff to obtain the necessary knowledge and understanding to adequately provide customers with an excellent service experience;
- Evaluate CCSC staff performance and provide training or take other steps required to ensure performance meets or exceeds targeted levels.
- Ensure continuity of knowledge and coverage in the face of staff absences or turnover.
- Handle exceptions and emergency contacts requiring immediate attention using an agreed-upon HSD protocol, established under the HSD Contract Manager's direction, which addresses at a minimum:
 - Immediate call-back requests on HSD administrative actions;
 - Customer threats to contact news media;
 - Security threats;
 - Contacts from governmental officials;
 - Urgent hearing date requests;
 - Expedited applications;
 - Attorney contacts;

- Bankruptcy notifications; and
- Identification of possible fraud and/or abuse.
- Perform all call transfers to outside agencies or individuals in accordance with State-defined policy or business rules that direct how transfers will be conducted.
- Perform call transfers to any crisis line only as a “Warm Transfer”.
- Perform call transfers to MCOs or providers as a “Warm Transfer” even when an “On Hold” occurs. The CCSC CSR will provide periodic status updates to the caller to inform them that they (the CSR) are still on hold with the MCO/provider. Based on the nature of the request, once the MCO/provider call is completed, the CCSC CSR may resume the call to ensure resolution of the caller’s request(s) or when the caller has additional requests.
- Handle customer contacts related to all aspects of programs listed in APPENDIX M.
- Document and maintain records and recordings of all CCSC client contacts, including, but not limited to:
 - Contact name and system ID;
 - Contact ID;
 - Date of contact;
 - CCSC CSR or supervisor responsible for handling contact;
 - Geographic location of caller;
 - Contact status (e.g., in research, closed);
 - Summary and detail of voice mail messages, including time left and nature of follow-up;
 - All calls must be recorded, and recordings maintained for a minimum of three (3) months
 - Historical analytics on contact support for Tier 0, Tier 1 and Tier 2 such as logged on phones to take calls, first contact resolution, contact transference
 - Historical documentation such as faxes, mail, chats
 - Historical information on escalation and transfer of an individual customer for historical archives and training
 - Volume, purpose of call, category of eligibility, Long Term Services and Supports (LTSS), and records of referral to external services and supports for all beneficiary support system contacts
- The CCSC Contractor shall monitor and report on IVR, courtesy call back and voice mail request activity, including but not limited to:
 - Checking the IVR system daily on a local time zone-based schedule (MST/MDT) to ensure it provides service 24 hours a day, 7 days a week;

- Checking the IVR system at least three times daily on every State business day – once before 8:30 AM MST/MDT – once between 1:00 PM and 5:00 PM MST/MDT, and once between 9:00 PM and 1:00 AM – to verify that the IVR is operational;
 - Checking the IVR system once each State non-business day (weekends, State holidays) to verify that it is operational;
 - Logging any courtesy call back and voice mail requests received outside of CCSC operational hours into the Contractor’s CRM system;
 - Spot checking the IVR using active case data once each State business day, and upon receipt of any customer complaint regarding IVR operation, to verify that information the IVR is providing is current and consistent with what is displayed on line; and
 - Immediately notifying appropriate HSD personnel, as directed by the HSD Contract Manager, of any problems with IVR functionality and correcting the problem within the specified service level.
- The CCSC Contractor shall, at a minimum, provide the following training services:
 - Develop and update training manuals, materials and records needed to manage and deliver comprehensive training needed to maintain staff certifications, to meet State and Federal requirements, and to maintain the CCSC’s CSR’s skill level and knowledge regarding the services of all implemented State Divisions required to effectively deliver CCSC services;
 - Develop training and corrective actions on items that have missed the agreed KPI’s;
 - Maintain training manuals, materials and records for HSD review and approval, including providing print and electronic copies of all training materials to HSD as they are developed and subsequently as they are revised;
 - Train CCSC CSR staff to ensure continued effective operation of the CCSC, including training replacement staff and providing refresher or update training as needed;
 - Train CCSC CSR staff on all required HSD-mandated topics including, but not limited to, handling confidential information, Federal Tax Information (FTI), and computer security and privacy requirements;
 - Train CCSC CSR staff on all Service and Program Types listed in APPENDIX M
 - Coordinate training efforts with HSD program trainers, as requested by HSD; and
 - Train both CCSC CSR staff and appropriate HSD staff on use of the Contractor’s technology supporting CCSC operations, e.g., IVR operation, CRM system use, and script development.

- Provide a monthly dashboard report that provides detailed information to enable the HSD to assess and implement the appropriate actions regarding customers' needs, issues and difficulties. Reports shall address progress on customer outcomes, as described below. At a minimum, the report will provide:
 - Volume and content analysis of reasons for customers' inquiries, using reason codes approved by HSD, with CCSC staff to select all that apply to the contact.
 - Dashboard report(s) that identify emerging, ongoing and resolved customer issues, including any resolution actions underway The Contractor shall provide appropriate recommendations to the HSD to address and resolve customer's needs and issues in timely, thorough fashion.
 - Statistics regarding requests resolved on first contact, requests referred to Tier 2, and request referred to Tier 3/closed.
 - Data and content analysis regarding any issues that challenge customers use of the CCSC. The State uses this data to implement improvements for navigation/ease-of-use of various systems and processes.

2.5. Consolidated Customer Service Center Deliverables and Deliverables Processes

The Contractor shall provide deliverables 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 software standards listed in Table G1 unless otherwise approved in writing by HSD in advance. The CCSC Contractor must provide CCSC business service documents to the SI Contractor, which will enable the SI Contractor to update the Expedited Performance Life Cycle (EPLC) deliverables for CMS. The CMS EPLC deliverables are described at <https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/XLC/Artifacts.html>.

The CCSC Contractor must provide CCSC business service documents to the SI Contractor, which will enable the SI Contractor to update NM DoIT Enterprise Project Management documents, found at http://www.doit.state.nm.us/docs/project_oversight/project_cert_timeline.pdf

Table G 1 Standards for CCSC 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

CCSC Deliverable Development and Review

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 below.

Step 1: Deliverable Outline. 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 walk through the outline with the State to reach a shared understanding of the intended deliverable. Following this discussion, the Contractor must update the outline, if necessary, to reflect changes agreed upon with the State and then must submit the outline to HSD. Both HSD and the Contractor must sign the final outline to indicate agreement.

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

Step 2: Key Content Reviews. In conjunction with outline development, the Contractor must identify key points in the analysis or deliverable development process at which they will conduct 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 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 outline. 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, documenting comments in a Comment/Response Matrix. Once individual reviews are completed, the HSD project manager or designated representative will reconcile comments into a single consolidated matrix that will be provided to the Contractor.

The State has the option of requesting that the Contractor provide a walkthrough of the deliverable as part of the review process.

Step 5: Incorporate Comments. The Contractor must review the State comments and must update the 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, 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 included and 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.

2.6. Requirements

The Contractor must document the services and functionality that it will provide to meet any new CCSC requirements as defined by the State. The State expects that the assessment of new requirements will be an iterative process that will be repeated throughout the lifecycle of the CCSC.

Functional Business Requirements

The Contractor must perform the work necessary to provide, for HSD review, a final set of CCSC business requirements necessary to operate all proposed CCSC services. The result shall integrate with the SI master, all-inclusive requirements traceability matrix (RTM), which uses Jama Software. The requirements document must address the items listed in this SOW and the requirements listed in APPENDIX H.

The Contractor will be responsible for the following requirement activities:

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 the CCSC Contractor's "out of the box" services to meet or exceed the State's requirements listed in APPENDIX H;
3. Uploading documents and supporting working documents (as requested by HSD) to the HHS 2020 Document Library; and
4. Document how the CCSC Contractor will adopt and use the SI's-defined transmission, security, and integration requirements and processes throughout the life of the contract.

2.7. Integration Plan

The Contractor must define its data integration approach to comply with the MMISR schedule. The Contractor must remain compliant with the standards of the SI platform for loading or exposing data to CCSC and sourcing all necessary data prior to productive use.

The Contractor must prepare an Integration Plan that at a minimum must:

1. Identify the data to be integrated, provide data maps of data sources and destinations for each field that will form an approved Data Sharing Agreement, in accordance with Data Governance Council's directives and policies;
2. Ingest and provide data in the native format governed by the SI's IP;
3. Define roles and responsibilities associated with data ingestion, delivery and field population;
4. Identify new and existing data elements in the CCSC services that must be populated or exposed prior to productive use, including those elements that may not have been captured in HSD's existing systems;
5. Provide a plan for ensuring that CCSC is appropriately populated with all necessary data prior to productive use;
6. Provide a plan for testing the converted/conformed and populated data in CCSC for accuracy and consistency; and

CCSC Contractor will submit the Integration Plan for review and approval by the Architectural Review Board (ARB) and the Data Governance Council (DGC).

3. Data Governance

In collaboration with the State, the CCSC Contractor must adhere to the HHS 2020 Data Governance process to ensure that data available through and from all CCSC components is accurate, current and complete.

The Contractor must participate in the HHS 2020 DGC and adhere to all the DGC policies regarding data structure, definitions, values, exceptions, metrics and other directives. Subject to State direction and approval, the Contractor must use the approved tools in support of the DGC and its policies.

4. Security

Security is of primary concern to the HSD as its work affects many lives. The HSD is required to ensure the protection of sensitive or confidential information, of facilities and of personnel. The Contractor must take all necessary steps to ensure that it and its staff are made aware of the security standards that must be enforced across the HHS 2020 framework and within all the CCSC components.

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

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

The CCSC Contractor shall adhere to these security plans and any established by the State and SI Contractor.

The Internal Revenue Service (IRS) and the HSD shall have the right to send their officers and employees into the Contractor offices and sites to inspect the facilities and operations provided for the performance of any work under the contract resulting from this RFP. Based on such inspections, specific measures may be required in cases where the Contractor is found to be noncompliant.

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

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

5. Configure and Provide CCSC Components

The Contractor must operate all CCSC business services such that the proposed business services provided are fully functioning and meet the State's business requirements throughout the life of the contract.

5.1. Configuration

Utilizing contact center industry standards and best practices, the Contractor must perform all work necessary to configure all the CCSC components. In addition, when performing this work, the Contractor must:

1. Conduct configuration walkthroughs, peer reviews with State staff and with other contractors as needed or as requested; and
2. Plan, perform and document testing of all configuration to meet the State's requirements.

5.2. Components

The Contractor must perform all tasks required to put its services into production, including, but not limited to:

- Create a baseline project plan for each CCSC component's release and scheduled release date(s) approved by the State in coordination with the SI Contractor;
- Verify operational readiness; and
- Provide training necessary to all authorized State and CCSC Staff users.

6. Testing

The Contractor must provide a comprehensive Test Plan and results that comply with the SI test management plan and other contractors where appropriate. The CCSC Contractor must perform necessary testing, using industry best practices, to provide defect-free business services.

7. Project Management

Upon contract award, the selected CCSC Contractor must comply with State project management processes and standards. Where noted below, the CCSC Contractor shall integrate with MMISR Project-wide processes and standards so that a single, effective approach to understanding, managing and communicating about the entire Project is possible by all Stakeholders. HSD hosts and maintains a secured SharePoint repository (the HHS 2020 Document Library) that encompasses documentation for HHS 2020. All documents related to procurements and to subsequent service delivery will reside in the Document Library.

The Contractor must post to the HHS 2020 Document Library all documents associated with work under this contract, including but not limited to:

- Detailed Work Plan

- Work Plan Management
- Risk Management
- Action Item and Issue Management
- Budget and Financial Management
- Resource Management
- Meeting Planning and Administration
- Project Status Reporting

7.1. Staffing

The CCSC Contractor must provide the staff required to meet State requirements for performing all CCSC components.

Offerors must describe in their proposals the number, types and experience of staff and CSRs that are being proposed. Contractor staff must have the experience, knowledge and expertise to provide CCSC services.

The CCSC Contractor is required to ensure that the following staffing policies and procedures are adhered to:

1. The Contractor must assign and use staff with the requisite skills to successfully execute all work required under the CCSC contract. The Contractor must ensure that all applicable background check requirements are satisfied for staff.
2. The Contractor must manage staff performance throughout assignment to the CCSC Project and must promptly address any issues, including any issues raised by the State, regarding work quality, behavior, accessibility, etc.
3. The Contractor will ensure that CCSC CSRs are dedicated 100% to this contract only.
4. Every individual assigned to the Project must comply with HSD training requirements and follow HSD policies and procedures.
5. The Contractor must report, at least quarterly, to HSD (using an HSD-provided template) regarding key personnel assigned to the contract, start date, role, compliance with training requirements, and access status (i.e., HSD security badge, email address).
6. The Contractor must implement a consistent and thorough on-boarding process to introduce new staff to ensure that individuals are fully oriented to the environment, goals, status, tools, training requirements and security requirements needed to understand the Project, services, requirements and State and Contractor expectations.
7. The Contractor must ensure staff complete HSD-required training in a timely manner and that they receive such all other training as may be needed to

successfully perform its respective roles. This includes, but not limited to all staff handling contacts and requests having knowledge and understanding of the HSD programs, policies and procedures needed to resolve a client's inquiry.

8. The Contractor must implement a consistent transition process to ensure that when individuals leave the CCSC Project all pertinent work materials are stored in the HHS 2020 Document Library, any equipment is returned, an HSD Security Access Form is completed to ensure security access is revoked, HSD badge is returned, and knowledge transfer is accomplished to minimize the adverse impact as staff transitions off the Project.
9. All CCSC Contractor staff must comply with all applicable Federal and State security requirements.
10. No Contractor staff will access State data from off shore.

7.2. CCSC Project Document Library

HSD hosts and maintains a secured SharePoint repository (the HHS 2020 SharePoint Document Library) that encompasses documentation for HHS 2020. HSD maintains action item lists, issue lists, the risk log, the integrated master schedule, budget and financial documents, various management plans and other project management documents in the Document Library. All documents related to procurements and to subsequent service/solution delivery will reside in the Document Library.

The Contractor must post to the HHS 2020 SharePoint Document Library all documents associated with work under this contract, including:

1. Draft and final deliverables;
2. Templates (specific to CCSC);
3. CCSC Work Plan;
4. CCSC status reports;
5. Meeting-related documentation (e.g., agendas, meeting materials, presentations, meeting notes);
6. Other working documents as needed or requested by HSD (including change control logs); and
7. Risk, issue and action item matrices.

7.3. Key Personnel

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

Offeror must describe, in its proposal, the scope and responsibilities of each Key Personnel position(s), and the associated name, title, skill set, experience and location by phase. Offeror's proposal submission must include a resume for each position proposed. Offeror shall propose a staffing plan and listing of Key Personnel that it believes is appropriate and necessary to implement its services.

While the State acknowledges that a Contractor may split staff across clients and projects, Offeror must provide assurance that the Project tasks, 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.

7.4. Additional CCSC Key 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 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 not later than the planned contract start date;
3. All Key Personnel must be committed for no less than the first six (6) months of the contract performance period;
4. 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 that 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, 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.

HSD retains the right to ask that any Contractor staff be removed from the Project.

7.5. Logistical Requirements

1. Operational hours of the CCSC are Monday through Friday, 7:00 AM through 7:00 PM Mountain Time (MT) except for State holidays. Contractor business service staff shall be available throughout normal NM business hours, which are 8:00 AM through 5:00 PM Mountain Standard Time/Mountain Daylight Time (MST/MDT). Offerors shall acknowledge that the State can request a modification to the CCSC operational hours for any reason and at any time to fulfill the business needs of the State and the New Mexico population.
2. The CCSC Contractor will implement remote, at-home CSRs only by the direction and approval of the State. These CSRs will only be allowed to handle specified types of contacts, transactions and information.
3. The Contractor shall:
 - a. Ensure that callers who reach the CCSC and are in queue before 5:00 PM MST/MDT are served by a live representative before the CCSC closes for the day; and
 - b. Include a Spanish language option at the front of call reception and ensure the CCSC is sufficiently staffed with Spanish-speaking representatives, including at least one Spanish-speaking supervisor, during all shifts. The longest and average monthly wait times, for all languages, must not exceed those set within the contract.
4. If needed, At the Contractor's expense, the State shall provide the Contractor a broadband circuit to enable 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.

7.6. CCSC Reporting

HSD and the MMISR Project are subject to a variety of reporting requirements, including those of CMS and NM DoIT. Additionally, for the MMISR Project some reporting is required specifically to address the Contractor's status and progress. The Contractor's reporting must provide clear ongoing communications to Stakeholders (in coordination with the State PMO) concerning the status of the Project.

7.6.1. CCSC Project Status Reporting

The Contractor must provide a weekly status report (unless otherwise determined by the State PMO) containing sufficiently detailed information to enable the State to determine the status of the CCSC service delivery and any variance from the detailed project plan, schedule, or budget. The status report must include, at a minimum:

- Milestones or accomplishments achieved since the last report;
- Technical status, including deliverable status, configuration status and deliverable status for the current and next reporting period;
- Resource status, including staff utilization;
- Work planned for the previous week versus work completed, and work planned for the upcoming period;
- Schedule status, including task status, phases completed, schedule trends and schedule summary;
- Comparison of actual percent complete versus scheduled;
- Issues, risks and resource constraints that are affecting or could affect progress, and the proposed or actual resolution for each;
- Proposed changes to the CCSC Project Work Plan, reasons for the changes and approval/disapproval determination for any proposed changes; and
- An updated detailed Project Work Plan with approved changes highlighted.

Additionally, the Contractor must provide a monthly executive-level dashboard report summarizing CCSC status at the highest level in a format to be agreed upon with the State. The Contractor shall also provide input to a monthly MMISR Project status report designed for both HSD and Stakeholders (e.g., CMS, DoIT) in a format and on a schedule agreed upon with HSD that summarizes:

- a. Work performed the previous month;
- b. CCSC Services status (red/yellow/green) by categories agreed upon with the State;
- c. Open action items and issues relevant to the reporting period; and
- d. CCSC project risks.

7.6.2. CCSC Operational Reporting

HSD requires the following project and operational reports be provided to the appropriate HSD staff via electronic distribution. The Contractor shall make available historical, current period and selectable time duration reports. These reports include, but are not limited to:

Document Name	Report Description	Frequency
CSR Recruitment and Retention Plan	This plan addresses staff level maintenance and contingency plans for any spike periods or disasters.	HSD management may request access to this recruitment and retention plan at any time.
Contingency Plan, including Disaster Recovery Plan (DRP), and Business Continuity Plan (BCP)	This plan helps protect the availability, integrity, and security of systems and data during unexpected failures or disasters, to continue essential functions during or immediately after any disruption, the recovery of affected systems, networks, workstations and applications, and the timely restoration of normal CCSC operations.	To be provided within 30 days of contract execution.
Outage Report	Details all system outages that impact performance and include: <ul style="list-style-type: none"> • Start and Stop Time • Total duration • Number of CSRs impacted • Number of Calls, Webchats, E-mails abandoned • Cause for the outage • Resolution of the outage • Duration (in minutes) to report to State 	When occurs
Total IVR Calls Received	<ul style="list-style-type: none"> • Total number of calls by queue/program received • Total number of calls by Department • Total number of calls transferred out of IVR • Exit point and time reports showing where and when calls exited IVR • IVR summary and detail; (automated information provided, opt outs, drops, etc.) 	Daily/Monthly

Document Name	Report Description	Frequency
Contacts and ACD	<ul style="list-style-type: none"> • Total number of contacts received by CSRs and State Worker • Total number and percentage of contacts received by CSRs • Total number and percentage of contacts received by State Worker • Total number in queue at closing • Total percent in queue at closing and resolved • Number and percentage of contacts received during business hours • Average handling time for all contact channels • Number and percentage of contacts received during non-business hours • Number and percentage of contacts received by non-CCSC staff, agencies and divisions though the IVR • Percentage of contacts (calls, web-chat, text) answered within one minute • Average Speed to Answer (in seconds) • Queries/reports that can locate specific phone calls by searching phone numbers • Number of contacts answered after specified threshold • Number of contacts by queue/program • Number of hang-ups before threshold • Number and percentage of disconnected contacts • Number and percentage of abandoned contacts 	Daily/Monthly

Document Name	Report Description	Frequency
	<ul style="list-style-type: none"> • Total Number of abandoned call contacts within SLA threshold or less • Percent of contacts answered by CSR and State workers • Percent of contacts abandoned • Number and percentage of calls blocked due to insufficient trunk capacity • Total number and percentage of call requesting Courtesy Call Back or Voice Mail • Exit point and time reports showing when calls requested Courtesy Call Back or Voice Mail • Average duration to respond to Voice Mail • Longest duration to respond to Voice Mail • Average contact wait time, all queues • Average contact wait time per queue • Maximum contact wait time per queue • Average wrap-up (after-contact) time • Average hold time to answer • Average and maximum abandon time all queues • Average and maximum abandon time per queues • Average contact talk/chat time • Maximum after contact work for each CSR or State worker • Minimum after contact work per CSR or State worker • Average after contact work per CSR or State worker • Average after contact work 	

Document Name	Report Description	Frequency
	<ul style="list-style-type: none"> • List of inbound and outbound contacts, by contact type, for each CSR • Average after contact work for each CSR or State worker • Contact detail by subject type • Number of contacts successfully resolved and percentage completion rate • Totals number of Post (ECM) and Web-form contacts • Total number of Post (ECM) and Web-form contact resolved • First contact resolution percentage • First contact resolution percentage by type 	
CRM	<ul style="list-style-type: none"> • Total number of inquiries received by type (reason code) • Number of inquiries resolved per month • Number of inquiries resolved by type (reason code) per month • Number of inquiries resolved by contact channel month • Unresolved inquiry aging report • Total number of inquiries received per month • Total number of inquiries received but not resolved per month • Contact status report • Total number of inquiries by channel • Total number of inquiries by priority • Total number of inquiries by priority and type • Comment report(s) • Contact type report 	

Document Name	Report Description	Frequency
	<ul style="list-style-type: none"> • Total number and type of requester-initiated data changes/update • Total number and type of CSR-initiated data changes/update • Total number of misdirected requests 	
Outbound Contacts	<ul style="list-style-type: none"> • Number of courtesy call-backs requested • Number of courtesy call-backs successfully completed by subject type • Number of business-hour courtesy call-back requests • Number of after-hours courtesy call-back requests • Call-back detail by subject type • Number of CSR initiated outbound calls • Outbound call summary and detail by subject type • Number of automated (robo-calls) outbound calls by subject type 	Daily/Monthly
Request Aging	<p>Provide weekly open aging reports on open requests showing the following:</p> <ul style="list-style-type: none"> • % unresolved-Open One Week • % unresolved-Open Two weeks • % unresolved-Open Three Weeks • % unresolved-Open One Month • % unresolved-Greater than One Month • Aging detail by subject type 	Daily/Monthly

Document Name	Report Description	Frequency
Webchats and SMS Text Message	<ul style="list-style-type: none"> • Average wait time for webchats and text sessions • Average handling time for webchats and text sessions • Number of webchat text sessions • Number of webchat and text sessions resolved • Webchat and text message detail by subject type • Number of webchats or text sessions handled by chatbot • Number of chatbot, webchat or text sessions transferred to a CSR • Number and type of outbound text blasts • Number and type of individual outbound texts 	Daily/Monthly
Email Correspondence	<ul style="list-style-type: none"> • Total number of inbound email requests • Total number of outbound email replies • Average email response time • Shortest email response time • Longest email response time • Email detail by subject type 	Daily/Monthly
CSR	<ul style="list-style-type: none"> • Number of CSRs scheduled to work per day • Number of CSRs working per day • CSR performance monitoring (as approved by the State) • CSR satisfaction survey data 	Daily/Monthly
Referrals/Transfers/Resolved	<ul style="list-style-type: none"> • Number and percentage of contacts transferred • Number and percentage of contacts received by State workers through transfers • Contact resolution detail by subject type • Number of customer complaints • Transfer detail by subject type 	Daily/Monthly

Document Name	Report Description	Frequency
	<ul style="list-style-type: none"> • Contacts resolved using knowledge base by channel and contact subject type 	
Customer Satisfaction	<ul style="list-style-type: none"> • Customer satisfaction survey data • Customer satisfaction survey data by channel • Customer satisfaction survey data per CSR • Customer satisfaction survey comments 	Daily/Monthly
Other	<ul style="list-style-type: none"> • Number of contacts handled by AI • Number of contacts resolved by AI • Provide reports and logs, regarding automated activities like AI and automated channel switching 	
Business	<ul style="list-style-type: none"> • Medical Insurance Verification call summary and detail for all IV-D cases and number of IV-D case dependents received from the state for matching with verified new insurance enrollment loaded into the CSES by manual update • National Medical Support Notice (NMSN) activity summary and detail including the number mailed and number of updates manually entered into the CSES 	

7.7. Consolidated Customer Service Center Stakeholder Collaboration

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

8. Training

The Contractor shall develop appropriate training documentation, in accordance with CMS EPLC requirements and as approved by the State, for all CCSC services and components.

The Contractor shall provide knowledge transfer to the Stakeholders as required.

8.1. Training and Training Plan

The Contractor shall define the approach and schedule for CCSC Staff and State end-user training. The Contractor's Training Plan must address the use of its business services and training that will enable Stakeholder Users to perform their individual required functions.

The Contractor shall train CCSC CSRs to understand the programs, policies and procedures of HSD's CSED, ISD and MAD Divisions to resolve our client's inquiries.

The Contractor must provide to the HSD and must implement a Training Plan that, at a minimum:

1. Outlines the proposed classes and curriculum for each class;
2. Provides a content outline to guide development of online training and classroom materials;
3. Identifies attendees and instructors;
4. Provides a training schedule;
5. Provides role-based user training and support;
6. Describes the process for accessing Subject Matter Experts (SMEs);
7. Provides a mechanism for tracking completion and effectiveness of training; and
8. Identify, resolve and report, to the State, all training gaps requiring improvement and their resolution.

8.2. Training Materials

The Contractor shall provide content and materials in agreed-upon formats and content with State approval for each training tailored to the for all CCSC training modules

Business User Manual

The Contractor must provide a Business User Manual to guide CCSC and State staff with the use of all CCSC business services. The Contractor must provide online help and documentation that supports specific business use of the CCSC tools and provides guidance to all end users in correct execution of user-performed application maintenance and report configuration activities.

The Contractor must deliver a draft version of the Business User Manual at least thirty (30) days prior to User Acceptance Test (UAT) for use during UAT. During the UAT,

possible edits will be identified and submitted for final version consideration.

9. Support and Maintenance

The Contractor shall provide all services, infrastructure and support required to operate and maintain the CCSC business services over the contract life, including creating and maintaining required documentation. The Contractor must:

1. Ensure that its services (including all CCSC components) are available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, for 99.999percent of the time except for agreed-upon maintenance windows;
2. Provide qualified support via a help desk function available during all State business hours for State Users and for other MMISR contractors to address questions or issues involving its services and interaction across the MMISR Solution; and
3. Comply with service levels (e.g., response times, resolution times, performance levels, issue resolution and prevention) agreed-upon with the State.

9.1. Operational Stabilization Plan

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

The Contractor must deliver the Go-Live Task Plan not later than thirty (30) days before UAT and must update the plan after UAT is complete, based on lessons learned from UAT.

9.2. CCSC Business Services Support

The Contractor must provide the State with ongoing CCSC business services support to include troubleshooting and problem resolution. The Contractor must adhere to the Service Level Agreements (SLAs) defined in Appendix K-CCSC Performance Measures.

9.3. Performance Analysis and Reporting

The Contractor must monitor performance using tools and reporting that aligns with SI tools. Performance metrics include but are not limited to the SLAs defined in Appendix K-CCSC Performance Measures.

9.4. Quality Management Plan

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

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

1. Reporting progress to the State regarding project corrective action plans on all deficiencies identified by the Quality Management (QM) staff (CCSC, State, SI

or IV&V);

2. Conducting work groups to support and proactively engage in Continuous Process Improvement (e.g., reducing costs, reducing risks, streamlining processes, increasing efficiency, improving service level achievement and customer satisfaction) and to measure and report on effectiveness of new approaches or processes; and
3. Reporting regularly on QM activities including, but not limited to, work performed, detailed analyses of QM findings, statistics related to the findings, and corrective action plans and status.

10. Business Continuity (BC), Disaster Recovery (DR) and Backup

The Contractor must develop, document, coordinate and implement a comprehensive Business Continuity Plan (BCP) that integrates with the SI Contractor's consolidated disaster recovery plan, standards and processes. The BCP shall include policies and procedures for disaster avoidance, critical partner communications, execution of appropriate business continuity and disaster recovery activities upon discovery of a failure and a continuous improvement process to avoid such failures in the future.

The Contractor must provide a BCP that includes steps the Contractor will perform to ensure CCSC services and associated business processes continue in the event of service failure. The Contractor shall test the BCP annually with the results provided to the State within thirty (30) days of test completion.

The Contractor must maintain, update and annually test the Disaster Recovery Plan (DRP) in coordination with the SI Contractor. Should any deficiency or breaches be observed in testing, the Contractor will collaborate with the SI to define a proposed corrective action plan for the State to review and approve within thirty (30) days.

The BCP must comply with the CMS requirements and SLAs defined in Appendix K - CCSC Performance Measures.

11. CCSC Transition Planning and Management

A smooth and successful transition requires collaboration and effective communication among 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 CCSC Transition Plan that includes, at a minimum:

1. Proposed approach to transition;
2. Transition tasks and activities;
3. Personnel and level of effort in hours;

4. Transition schedule, including tasks and activities, start and end dates of each, dependencies, milestones and resources;
5. List of all CCSC business service documentation and schedules for updating documentation before transition; and
6. Any requirements for participation by State staff or by other MMISR contractors.

The CCSC Transition Plan must take into consideration HSD-provided and other applicable State requirements. After the State has agreed on the Contractor's CCSC Transition Plan, the Contractor must implement the plan to transition the Project to the State or to another contractor, as required.

12. Certification

The Contractor must perform all services necessary to fully implemented CCSC and to support attainment of State and Federally required Certifications. HSD's goal is to attain certification at MITA Level 4 and the Contractor must take all required steps to support that certification level.

The Contractor must provide necessary support and documentation for all CCSC Business Services to meet CMS certification. For each review cycle, the Contractor must create and provide all required documentation of its services needed to support CMS Certification, the SI Contractor and the State Certification Lead. The Contractor is responsible for supporting HSD through the CMS Certification process and for taking any corrective actions, completing additional documentation, participating in meetings or presentations and such other work as may be required to ensure CMS Certification is received. Offerors should refer to CMS Certification guidelines, updated July 2017, at <https://www.medicaid.gov/medicaid/data-and-systems/mect/index.html>.

APPENDIX H – CCSC OFFEROR AND CONTRACTOR REQUIREMENTS

The Contractor (“Contractor”) for the Consolidated Customer Service Center (CCSC) must ensure that its 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 of the CCSC Contract issued pursuant to this RFP. Offerors should consider the entire RFP when providing responses to the requirements listed herein.

Offerors must respond to the requirements below in a requirement/response format and **must** present its cross-referenced response to the requirements in the order in which they appear in the Appendix. Offerors **also must** respond to the questions that follow the numbered requirements herein.

Offerors should note that instead of the typical historical 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; i.e., the focus is on “what” rather than on “how”. The State is not dictating Offeror’s services; it is interested in securing a CCSC who is deeply experienced with delivering a full range of contact center services using advanced technology to its greatest advantage, delivering cost-effective, highly efficient and high-quality customer service and that responds to the State’s goals of desired outcomes, continuous improvement and low risk. Offerors should understand that a request for “description of how its services will...” Is, in effect, a performance requirement and an expectation of the Offeror’s services. CMS shares our desire to have a CCSC that fosters best-in-breed solutions for the State. The selected Contractor will work closely with the SI to ensure successful integration of their services and infrastructure into the HHS 2020 system. The State seeks a Contractor that will enable the State and CMS to achieve their goals of faster performance, cheaper hosting costs, adaptability, use of open Application Programming Interfaces (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 (SI), Data Services (DS) and Quality Assurance (QA) module Request for Proposals (RFPs) as well as the related questions and answers (Q&A’s) and addendums for the respective RFPs, which may be found in the Procurement Library.

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Requirements for Contact Stages

The Requirements below are for the **Connect** stage.

The systems and medium used by clients to communicate or “connect” with the CCSC. This include, but is not limited to Telephony, Text, Web Chat, Web forms, Fax and Email.

Category	ID	Requirement
Connect	1.01	Offeror shall describe how its proposed services identifies and resolves telephone trunk blocking.
Connect	1.02	Offeror shall describe how its proposed services provide two toll-free numbers to manage all services. One dedicated for Providers and another for the public.
Connect	1.03	Offeror shall describe how its proposed services will use the State’s Fax and/or eFax services to support HSD clients.
Connect	1.04	Offeror shall describe how its proposed services provide text messaging to manage the State’s services and support the State’s clients.
Connect	1.05	Offeror shall describe how its proposed services will allow the State full access and undefined use of the Contractor’s text messaging service without additional cost to the State.
Connect	1.06	Offeror shall describe how its proposed services provide chat to manage the State’s services and support the State’s clients.
Connect	1.07	Offeror shall describe how its proposed services will allow the State full access and undefined use of the Contractor’s chat service without additional cost to the State.
Connect	1.08	Offeror shall describe how its proposed services provide video web-chat to manage the State’s services and support the State’s clients.
Connect	1.09	Offeror shall describe how its proposed services will allow the State full access and undefined use of the Contractor’s video web-chat service without additional cost to the State.
Connect	1.10	The Offeror shall describe how its proposed services provide inbound email to manage HSD services and support HSD clients.
Connect	1.11	The Offeror shall describe how its proposed services provide web form services that integrate with the State’s public facing Web portals.
Connect	1.12	Offeror shall describe how its proposed services are compliant to Federal ADA guidelines regarding accessibility for individuals with disabilities to manage HSD services and support HSD clients.
Connect	1.13	Offeror shall describe how its proposed services are accessible via mobile-based technologies.
Connect	1.14	Offeror shall describe how its proposed services provide proactive outbound push notification to State Clients.

Category	ID	Requirement
Connect	1.15	Offeror shall describe how its proposed services provide an outbound email receipt validation to the requestor.
Connect	1.16	Offeror shall describe how its proposed services handles unexpected higher contact volumes.
Connect	1.17	Offeror shall describe how its proposed services makes use of artificial intelligence (AI) and the State's robotics service for the Connection Stage.
Connect	1.18	Offeror shall describe how its proposed services delivers the published toll-free number as the Caller Line Identification (CLID) to be displayed to called party for all outbound calls initiated and using the CCSC telephony services.
Connect	1.19	Offeror shall describe how its proposed services log, process, route and track all customer paper and electronic contact correspondence activity, provided to the CCSC from the IP.

The Requirements below are for the **Recognize** stage.

The system(s) that determine the general nature of the inquiry and identities of the requestor. This includes, but is not limited to Speech Recognition, Personalized VRU, Natural Language IVR, ANI/DNIS for Customer ID, Dual Tone Multiple Frequency (DTMF-touch-tone) IVR and Separate Toll-Free Numbers.

Category	ID	Requirement
Recognize	2.01	Offeror shall describe how its proposed services provide English and Spanish language support for all provided services. Offeror shall list all other languages for which they provide support.
Recognize	2.02	Offeror shall describe how its proposed services accommodate the different channel types of inbound requests.
Recognize	2.03	Offeror shall describe how its proposed service's IVR accepts commands from DTMF touch-tone keypads.
Recognize	2.04	Offeror shall describe how its proposed services uses multi-factor authentication to verify and route callers to custom call route options based on their profile, case status and case management.
Recognize	2.05	Offeror shall describe how its proposed services will support a client's established identification for authentication.
Recognize	2.06	Offeror shall describe how its proposed service initially establishes a client's identification so that it can be used for future automatic verification.
Recognize	2.07	Offeror shall describe how its proposed services supports Automatic Number Identification (ANI) and Dialed Number Identification Service (DNIS).

Category	ID	Requirement
Recognize	2.08	Offeror shall describe how its proposed services uses multi-factor authentication for access to all computers and workstations.
Recognize	2.09	Offeror shall describe how its proposed services recognizes and authenticates clients via Fax and eFax.
Recognize	2.10	Offeror shall describe how its proposed services recognizes and authenticates clients via email.
Recognize	2.11	Offeror shall describe how its proposed services recognizes and authenticates clients via text message.
Recognize	2.12	Offeror shall describe how its proposed services recognizes and authenticates clients via video or web-chat.
Recognize	2.13	Offeror shall describe how its proposed services recognizes and authenticates clients via IVR Auto Attendant.
Recognize	2.14	Offeror shall describe how its proposed services provide authenticity of individuals calling using Voice Biometrics.
Recognize	2.15	Offeror shall describe how its proposed services provided Natural Language IVR capabilities.
Recognize	2.16	Offeror shall describe how its proposed services supports Speech Recognition throughout its services.
Recognize	2.17	Offeror shall describe how its proposed services provide callers a “Courtesy Call Back” option when the CCSC is closed. The services should allow the caller to specify a time and call back number.
Recognize	2.18	Offeror shall describe how its proposed services supports Personalized IVR/VRU.
Recognize	2.19	Offeror shall describe how its proposed system associates a contact record to a participant/member/recipient/beneficiary and/or case.
Recognize	2.20	Offeror shall describe how its proposed services uses Scripting tools to allow authorized HSD staff access to create, modify and/or install IVR scripts based upon HSD requirements, including the ability to test the script interactively and to time script lengths. The tool must detect and report errors in the script, and identify dead-end branches, repetitive loops, and other systemic conditions or problems that would degrade usability. Any Offeror proposing services whereby script changes can only be affected at an off-site location or only by the Offeror or a third-party, will be considered non-compliant.
Recognize	2.21	Offeror shall describe how its proposed services provide self-help and self-service options.
Recognize	2.22	Offeror shall describe how its proposed services IVR interfaces with the State’s systems (e.g., CSES, eCSE).

Category	ID	Requirement
Recognize	2.23	Offeror shall describe how its proposed services IVR is available twenty- four (24) hours per day, seven (7) days per week.
Recognize	2.24	Offeror shall describe how its proposed services makes use of artificial intelligence (AI) and the State’s robotics service for the Recognize Stage.
Recognize	2.25	Offeror shall describe how its proposed services will configure the IVR, or other automated services, to support the States services and programs listed in APPENDIX M as defined by the State.

The Requirements below are for the **Route** stage.

A resource (automated or human) is assigned to address the inquiry. This includes, but is not limited to Multi-Criteria Routing, Competency Based Routing, Unified Cross-Channel Routing, Routing beyond Call Center, Blended Routing, Routing across ACDs, Pre-Routing to ACDs, Skill Based Routing and Value Based Routing.

Category	ID	Requirement
Route	3.01	Offeror shall describe how its proposed services manages contact/call referrals/transfer and when/why this is required.
Route	3.02	Offeror shall describe how, when and why its proposed services will refer requests to Tier 1, Tier 2 and Tier 3.
Route	3.03	Offeror shall describe how its proposed services manages dropped calls/connectively while a CSR is assisting a client.
Route	3.04	Offeror shall describe how its proposed services provide overflow assistance when additional CSRs are needed to assist customers.
Route	3.05	Offeror shall describe how its proposed services operate, maintain and provide services using an automatic call/contact distributor (ACD) and manage incoming calls/contact and route appropriately.
Route	3.06	Offeror shall describe how its proposed services supports automatic and manual switching of CSRs among contact types, groups and routes based on traffic with and without requiring human workload monitoring (task blending).
Route	3.07	Offeror shall describe how its proposed services allows automated and manual call/contact transfers from internal extensions (non-ACD) to the CCSC, from CSR to CSR, from the CCSC to an internal extension and from the CCSC to other BPOs, Vendors and Agencies.
Route	3.08	Offeror shall describe how its proposed services provide Multi-Criteria Routing.

Category	ID	Requirement
Route	3.09	Offeror shall describe how its proposed services provide Competency Based Routing.
Route	3.10	Offeror shall describe how its proposed services provide Unified Cross-Channel Routing.
Route	3.11	Offeror shall describe how its proposed services provide call/contact routing beyond CCSC.
Route	3.12	Offeror shall describe how its proposed services provide Blended Routing.
Route	3.13	Offeror shall describe how its proposed services provide Routing across ACDs.
Route	3.14	Offeror shall describe how its proposed services provide Pre-Routing to ACDs.
Route	3.15	Offeror shall describe how its proposed services provide Skill Based Routing.
Route	3.16	Offeror shall describe how its proposed services provide Value Based Routing.
Route	3.17	Offeror shall describe its plans, processes, procedures in transferring and tracking calls/contacts and customer information to overflow personnel.
Route	3.18	Offeror shall describe how its proposed services provide Emergency Based Routing.
Route	3.19	Offeror shall describe how its proposed services provide Language Based Routing.
Route	3.20	Offeror shall describe how its proposed services makes use of artificial intelligence (AI) and the State's robotics service for the Route Stage.
Route	3.21	Offeror shall describe how its proposed services responds to all contacts (e.g., email, call, correspondence, voicemail, fax, chat, video) submitted and routes/transfers to next level if unable to respond.
Route	3.22	Offeror shall describe how its proposed services provide English and Spanish language skill-based routing, support and maintains adequate staff levels for all provided services.
Route	3.23	Offeror shall describe how its proposed services provide multi-channel routing to State Staff.
Route	3.24	Offeror shall describe how its proposed services identifies the client for skill based, value based and priority-based routing.
Route	3.25	Offeror shall describe how its proposed services integrate to existing voice systems of the State Agencies, Departments, Divisions and BPOs to ensure smooth and expedient manual or automated transfers.
Route	3.26	Offeror shall describe how its proposed services implements Transfer and Release (TrN) for all call transfers to ensure only one billable line in use.

Category	ID	Requirement
Route	3.27	Offeror shall describe how its proposed services follow the State's established protocol for client exception emergency contacts to the CCSC requiring immediate attention.
Route	3.28	Offeror shall describe how its proposed services will provide softphones capabilities and CRM access for contact transfers and routing from the CCSC to appropriate State staff or such designee determined by the State. Softphone and CRM capabilities will be provided to these users at no additional cost to the State.

The Requirements below are for the **Queue** stage.

The inquiry is "held" until a resource is available to address it. This includes, but is not limited to Universal Multi-Channel Queue, Cross-Sell Message while in Queue, Queue Prioritization, Courtesy Call-Back while in Queue, Virtualized Enterprise Queue, Announced Wait Time in Queue, Recorded Message while on Hold, Music on Hold, ACD Based Queue and No Queue Hunt Group.

Category	ID	Requirement
Queue	4.01	Offeror shall describe how its proposed services provide both Spanish/English language for all on-hold features (wait time announcements, recorded messages, music, courtesy call-back option, etc.).
Queue	4.02	Offeror shall describe how its proposed services addresses the individual by name when customers are waiting in queue.
Queue	4.03	Offeror shall describe how its proposed services supports easy authorized end-user modification of all messages, recordings or music.
Queue	4.04	Offeror shall describe how its proposed services enables creation of contact groups and have ability to make real time changes to contact groups.
Queue	4.05	Offeror shall describe how its proposed services offers a "Courtesy Call Back" option to callers on hold.
Queue	4.06	Offeror shall describe how its proposed services provide Universal Multi-Channel Queue.
Queue	4.07	Offeror shall describe how its proposed services implements a limit on number of outbound Courtesy Call Back attempts as specified by the State.
Queue	4.08	Offeror shall describe how its proposed services provide personalized Cross-Sell Messages while in Queue.
Queue	4.09	Offeror shall describe how its proposed services provide Queue Prioritization.
Queue	4.10	Offeror shall describe how its proposed services provide Announced Wait Time in Queue.

Category	ID	Requirement
Queue	4.11	Offeror shall describe how its proposed services provide Recorded Messages while on Hold.
Queue	4.12	Offeror shall describe how its proposed services provide ACD Based Queuing.
Queue	4.13	Offeror shall describe how its proposed services provide No Queue Hunt Group.
Queue	4.14	Offeror shall describe how its proposed services provide Non-ACD Based Queue.
Queue	4.15	Offeror shall describe how its proposed services supports automatic switching of CSRs among channel groups and queues based on traffic (without requiring human workload monitoring).
Queue	4.16	Offeror shall describe how its proposed services manages, resolves and retains contacts in queue at the time of closing.
Queue	4.17	Offeror shall describe how its proposed services provide Customer Service capabilities when overflow thresholds has been reached.
Queue	4.18	Offeror shall describe how its proposed services provide contact overflow capabilities when predetermined State defined overflow thresholds have been reached.
Queue	4.19	Offeror shall describe how its proposed services makes use of artificial intelligence (AI) and the State's robotics service for the Queue Stage.
Queue	4.20	Offeror shall describe how its proposed services includes a provider and employer options and routing and insure enough specialist representatives are staffed so that wait time does not exceed the agreed upon standard.
Queue	4.21	Offeror shall describe how its proposed services provide callers to leave voice mail messages.
Queue	4.22	Offeror shall describe how its proposed services provide callers to leave voice mail messages while maintaining the courtesy call back option (during and after business hours).
Queue	4.23	Offeror shall describe how its proposed services place voice mail messages into the call queue in the order they are received, and how they are provided to a CSR to resolve. All callers leaving voice mail messages shall be contacted within twenty-four (24) hours from the time the voice mail was received. VM will be offered in both English and Spanish.

Category	ID	Requirement
Queue	4.24	Offeror shall describe how its proposed services allow callers to leave after hours voice mail messages and then places them into the call queue and how they are provided to a CSR to resolve. All callers leaving voice mail messages shall be contacted within twenty-four (24) hours from the time the voice mail was received. VM will be offered in both English and Spanish.

The Requirements below are for the **Resolve** stage.

The inquiry is addressed and, hopefully, resolved, in either an automated fashion or by a live CSR. This includes, but is not limited to, Presence-Based Expert Escalation, Automated Personal Call-Backs, CSR Pop-Ups for Up-sell/Cross-sell, CTI & Apps Integration, Speech Synthesis Apps, CSR Desktop with CTI and CRM Desktop Systems.

Category	ID	Requirement
Resolve	5.01	Offeror shall describe how its proposed services uses trending, customer satisfaction and other analysis reports to identify and resolve customer effecting improvement opportunities for both HSD and CCSC.
Resolve	5.02	Offeror shall describe how its proposed services monitors, tracks, assigns, escalates and fulfills unresolved requests.
Resolve	5.03	Offeror shall describe how its proposed services provide all historical information, contact history and artifacts on the customer incident when a call/contact is transferred or transitioned to another support group or tier for resolution.
Resolve	5.04	Offeror shall describe how its proposed services provide to the CSR, all historical information including email, text, chat, faxes and mail artifacts related to the customer's inquiry and resolution.
Resolve	5.05	Offeror shall describe how its proposed services provide to the CSR, all current and historical information, including faxes and mail artifacts, related to the customer when transferred or transitioned to another support group or tier for resolution.
Resolve	5.06	Offeror shall describe how its proposed services provide CCSC staff with only the client's current and historical information they can access, based upon their security credentials.
Resolve	5.07	Offeror shall describe how its proposed system provide Computer Telephony Integration (CTI) and the functions it provides.
Resolve	5.08	Offeror shall describe how its proposed system has the ability for users to initiate contextual search of contact records.

Category	ID	Requirement
Resolve	5.09	Offeror shall describe how its proposed services receives, responds to, (in an agreed upon timeframe) and retains all email and fax correspondence.
Resolve	5.10	Offeror shall describe how its proposed services provide resolution services using an Interactive Voice Response (IVR).
Resolve	5.11	Offeror shall describe how its proposed services manages inquiries beyond the capability of the initially responding staff to ensure inquiries are answered and/or properly referred to the proper party (e.g., Tier 2, 3 or State Staff).
Resolve	5.12	Offeror shall describe how its proposed services collects, stores, shares, and presents data in logical formats (text, dates, numeric fields) and pre-fills screens with data from the IVR, HSD systems/services or other sources to reduce CSR keystrokes and enable CSRs to easily do data entry, deletion and/or modification to all appropriate data fields on all screens.
Resolve	5.13	Offeror shall describe how its proposed services displays data based upon authorized user-defined search criteria.
Resolve	5.14	Offeror shall describe how its proposed services processes and procedures used in transferring a request to other tier groups.
Resolve	5.15	Offeror shall describe how and when its proposed services provide the phone numbers of field offices.
Resolve	5.16	Offeror shall describe how its proposed services aids with misdirected requests.
Resolve	5.17	Offeror shall describe how its proposed services provide and maintain the self-service customer and CSR knowledge repositories. The State is to vet and approve all repository content as well as all updates, additions or deletions to such content prior to publication.
Resolve	5.18	Offeror shall describe how its proposed services uses a Customer Relationship Management (CRM) system to manage and deliver required CCSC services and maintain complete records of all customer contacts, contact types, activities, correspondence, resolutions and related information based upon State defined business rules.
Resolve	5.19	Offeror shall describe how its proposed services supports the use of a translation service (including Native American languages) for any request requiring a translator.
Resolve	5.20	Offeror shall describe how its proposed services effectively uses Self-Service Technology in response to questions, assistance and resolution while maintaining accuracy of data.

Category	ID	Requirement
Resolve	5.21	Offeror shall describe how the Knowledge repository of its proposed service is implemented, used and updated, including by whom and when. The State is to vet and approve all Knowledge repository content as well as all updates, additions or deletions to such content prior to publication.
Resolve	5.22	Offeror shall describe how its proposed services provide a CSR access to the State's ECM services from the CCSC CRM.
Resolve	5.23	Offeror shall describe how its proposed system associates, synchronizes and maintains a participant's contact and/or case information when transferring to State Tier 3 staff for escalation.
Resolve	5.24	Offeror shall describe how its proposed services supports telephonic signature.
Resolve	5.25	Offeror shall describe how its proposed services makes use of artificial intelligence (AI) and the State's robotics service for the Resolve Stage.
Resolve	5.26	Offeror shall describe how its proposed services prompts for or enables clients to update or change data no matter the contact channel used per security measures approved by the State.
Resolve	5.27	Offeror shall describe how its proposed services prompts clients for missing data no matter the contact channel used.
Resolve	5.28	Offeror shall describe how its proposed services prompts for or enables clients to apply for services no matter the contact channel used.
Resolve	5.29	Offeror shall describe how its proposed services provide Voice Signature capabilities.
Resolve	5.30	Offeror shall describe how its proposed services notifies management of and assists in the resolution of customer complaints.
Resolve	5.31	Offeror shall describe how its proposed services provide ability to enter notes (e.g., case comments, complaints, recommendations) in a central location regardless of the source (e.g., email, call, correspondence, voicemail, fax, chat, video) and associate to multiple records (e.g., Member, Provider, claim, authorization, appeal, waiting list).
Resolve	5.32	Offeror shall describe how its proposed services populate and display an inquirer's (e.g., Member, Provider, other) information (e.g., name, language, demographics, contact information, contact history, case notes, correspondence, case history, application, claims, authorizations) to increase caller satisfaction and shorten contact duration.
Resolve	5.33	Offeror shall describe how its proposed services will use the State's existing systems to resolve inquiries.

Category	ID	Requirement
Resolve	5.34	<p>Offeror shall describe how its proposed services will use the State's websites to resolve inquiries. To include but not limited to:</p> <ul style="list-style-type: none"> • Advise callers whose inquiries concern data readily available on the website about the website after the CSR answers their question. • Perform first-level trouble-shooting and resolution for customers who report difficulty navigating and/or accessing the website. • Report website issues that indicate a previously unidentified system problem.
Resolve	5.35	Offeror shall describe how its proposed services provides case notes and any required data for all interactions handled by the CCSC, to existing state systems, through the IP
Resolve	5.36	Offeror shall describe how its proposed services document each inquiry using the CRM and identify the reason for each inquiry to support management and reporting
Resolve	5.37	Offeror shall describe how its proposed services refer or transfer callers to appropriate sources based upon State configurable rules (e.g., sanction type).
Resolve	5.38	Offeror shall describe how its proposed services develop, record and maintain tracking when the CCSC contacts a State Field office for action or information on a customer's inquiry.
Resolve	5.39	Offeror shall describe how its proposed services triggers the IP notification engine to distribute requested paper and electronic correspondence to customers.
Resolve	5.40	<p>Offeror shall describe how its proposed services instructs the inquirer or CSR regarding any customer data discrepancy. Such discrepancies may be initiated from, but not limited to:</p> <ul style="list-style-type: none"> • Address verification or correct • PARIS (Public Assistance Reporting Information System) • IEVS (Income Eligibility Verification System)
Resolve	5.41	Offeror shall describe how its proposed services resolves all inquiries regarding HIPAA privacy and security guidelines, EDI Transaction Enrollments, EDI forms, related Companion Guides and TPM requests.
Resolve	5.42	Offeror shall describe how its proposed services provide trained staffing to support all Trading Partner enrollment, testing and change management as well as all Tier 1 and 2 inquiries regarding HIPAA privacy and security and Electronic Data Interchange (EDI) using the SI's Provider Trading Partner Management System (TPMS).

Category	ID	Requirement
Resolve	5.43	Offeror shall describe how its proposed services resolves all inquiries regarding requests for EDI/HIPAA materials and procedures (e.g., establishing and managing Trading Partner Agreement, TPM materials, Companion Guides, HIPAA privacy and security guidelines).

The Requirements below are for **Review** stage.

The effectiveness and efficiency of handling inquiries in stage 1 through 5 above are measured and assessed to determine how well they were done. This includes, but is not limited to Workforce Management, Actionable Alerts with Solutions, Real-time CSR Feedback Tools, Contact Data Analytics, E-mail Satisfaction System, Automated Customer Survey, IVR, Advanced Reporting & Analytics, Cradle to Grave Reporting, Call Recording & Retrieval, CSR Trace and Silent Call Monitoring.

Category	ID	Requirement
Review	6.01	Offeror shall describe how its proposed services staffs a sufficient number of specialist representatives to maintain service levels.
Review	6.02	Offeror shall describe how its proposed services staffs a sufficient number of specialist representatives at alternative locations to maintain service levels for overflow of calls/contacts.
Review	6.03	Offeror shall describe how its services tracks, monitors, documents and reports on all contacts (including calls, texts, faxes, emails and chats), requests and resolutions.
Review	6.04	Offeror shall describe how its proposed services provide the analysis of requests including the description of each contact handling process.
Review	6.05	Offeror shall describe how its proposed services provide a customer satisfaction mechanism that will collect and provide results to the State. Offer shall describe its corrective action process regarding any negative trends or issues.
Review	6.06	Offeror shall describe how its proposed services conducts performance monitoring of the CSRs during client's inquiries.
Review	6.07	Offeror shall describe how its proposed service's Customer Relationship Management (CRM) documents all contacts made to the CCSC.
Review	6.08	Offeror shall describe how its proposed services provide authorized State staff the ability to silently monitor, both voice and desktop, any contact at any time from any location.
Review	6.09	Offeror shall describe how its proposed services provide HSD both on-line and historical reports on volume and workload for all contact channels.

Category	ID	Requirement
Review	6.10	Offeror shall describe how its proposed services tracks abandoned IVR calls to identify at what exact point in the script they abandoned.
Review	6.11	Offeror shall describe how its proposed services tracks dropped calls/contacts to identify at what point they are abandoned.
Review	6.12	Offeror shall describe how its proposed services tracks On Hold calls to identify and report the length of hold and types of calls that are hold for trending.
Review	6.13	Offeror shall describe how its proposed services identifies and distinguish calls currently in the IVR, call in queue and calls CSRs are handling.
Review	6.14	Offeror shall describe how its proposed services supports electronic desktop messaging of the queues of all channels for State staff.
Review	6.15	Offeror shall describe how its proposed services creates contact channel groups and can make real time changes to those groups.
Review	6.16	Offeror shall describe how its proposed services provide Contact Recording and Retrieval that enables contact center supervisors, quality monitors and authorized remote State users to silently listen, capture, monitor, record, evaluate and cut-in on customer/CSR contacts. Recordings are to be maintained for a set duration established by the State.
Review	6.17	<p>Offeror shall describe how its proposed services supports supervisor dashboards that provide real-time data on, at a minimum:</p> <ul style="list-style-type: none"> • CSR group configuration; • CSR status – available/unavailable, on hold, on incoming contact by channel; • Time on outgoing/incoming contact by channel; • Wrap-up status by channel; • Time in wrap-up status by channel; • Contacts waiting by channel; • Contacts abandoned by channel; • Calls in IVR; and • Total contacts by channel. <p>Electronic real time Supervisor dashboards are to be made available to State Staff.</p>
Review	6.18	Offeror shall describe how its proposed services provide CSR Desktop CTI and lists the features provided.
Review	6.19	Offeror shall describe how its proposed services provide authorized State staff access to CCSC systems to receive

Category	ID	Requirement
		transfers, process contacts, provide updates, conduct monitoring, and reviewing purposes.
Review	6.20	Offeror shall describe how its proposed services provide KPI reports and data to the State and provide examples of those reports.
Review	6.21	Offeror shall describe how its proposed services provide an hourly report on all contacts received, on hold, dropped, answered, transferred and abandoned.
Review	6.22	Offeror shall describe how its proposed services provide all CCSC reports and data pertaining to all contact channels to the IP.
Review	6.23	Offeror shall describe how its proposed services provide surveys, (e.g., Member satisfaction with call response, Member satisfaction with application process, Provider satisfaction with claims processing timelines, Provider satisfaction with authorization process) and then tabulate and provide results to the State. Offeror affirms the survey content will be defined and approved by the State prior to implementation.
Review	6.24	Offeror shall describe how its proposed services provide 100% of all clients the opportunity to answer a Customer Satisfaction Survey no matter what channel used.
Review	6.25	Offeror shall describe how its proposed services provide corrective action(s) for missed KPIs, SLA, Surveys and other pertinent customer service reports with HSD.
Review	6.26	Offeror shall describe how its proposed services provide ad hoc reporting and creation capabilities to authorized State staff.
Review	6.27	Offer shall describe how it proposed services identifies and electronically notifies the State of suspected cases of potential client or provider fraud within one (1) hour and provide information within one (1) business day of identification and provide support (e.g., respond to inquiries, provide data) to fraud and abuse investigations, within three (3) business days of a State inquiry.
Review	6.28	Offeror shall describe how its proposed services grant access to remote State or other auditors to listen to calls remotely. The Offeror shall provide call records or .wav files upon request.
Review	6.29	Offeror shall describe how its proposed services will provide all reports, and associated data to the IP, listed in APPENDIX G-SOW, Section 7.5.
Review	6.30	Offeror shall describe how its proposed services makes use of artificial intelligence (AI) and robotic for the Review Stage.
Review	6.31	Offeror shall describe how its proposed services logs all contact transfers, including but not limited to, who the contact

Category	ID	Requirement
		was transferred to, date and time the transfer was make, why a transfer was necessary and who implemented the transfer.

Requirements for Contact Management

CCSC Training Requirements

Category	ID	Requirement
Training	7.01	Offeror shall describe how its proposed services will ensure that all CCSC staff members are tested to ensure they meet or exceed training standards prior to handling customer and provider contacts.
Training	7.02	Offeror shall describe how its proposed services develop and update training manuals, materials and records needed to manage and deliver comprehensive training to: maintain staff certifications; meet State or Federal requirements; and maintain the skill levels and knowledge needed to effectively deliver CCSC services.
Training	7.03	Offeror shall describe how its proposed services maintain training manuals, materials and records for State review and approval, including providing print and electronic copies of all training materials to the State as they are developed and subsequently as they are revised.
Training	7.04	Offeror shall describe how its proposed services train staff to ensure continued effective operation of the CCSC, including training replacement staff and providing refresher or update training as needed.
Training	7.05	Offeror shall describe how its proposed services train staff on all required State mandated topics, including, but not limited to, handling confidential information, Federal Tax Information (FTI), and computer security requirements.
Training	7.06	Offeror shall describe how its proposed training services support conducting training in both English and Spanish.
Training	7.07	Offeror shall describe how its proposed services coordinate training efforts with State program trainers, as requested by the State.
Training	7.08	Offeror shall describe how its proposed services train both CCSC Contractor staff and appropriate State staff on use of the Contractor's technology supporting CCSC operations.
Training	7.09	Offeror shall describe how its proposed services provide training and knowledge transfer programs for State Users. Offeror shall describe its plans for assessing and testing for training effectiveness.
Training	7.10	Offeror shall describe how its proposed services provide training materials, knowledge transfer materials, and other documentation (e.g., User guides, on-line help). Offeror shall include samples of training material in its proposal submission.

Category	ID	Requirement
Training	7.11	Offeror shall describe how its proposed services provide for initial and ongoing training and documentation for knowledge transfer and for 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.
Training	7.12	Offeror shall describe how its proposed services will ensure that all CCSC staff members are trained and tested on HIPAA Transaction and Code Set rules and regulations, Implementation Guides, HIPAA Privacy and Security provisions, Medicaid and non-Medicaid Transactions and Companion Guides; the SI Contractor's and other module's HIPAA Translation solutions and how they interface with the MMIS; Employee and Organizational Development (EOD) requirements and procedures; and the SI's Trading Partner Agreement Management System.
Training	7.13	Offeror shall describe how its proposed services will ensure that all CCSC staff members are trained and tested on all Service and Program Types as described in APPENDIX M.

CCSC Audits/Reviews Requirements

Category	ID	Requirement
Audits/Reviews	8.01	Offeror shall describe how its proposed services structure audit trail records, the fields and the formats it will audit, how it controls access to audit information and services and how it provides these to the State.
Audits/Reviews	8.02	Offeror shall describe how its proposed services provide audits of all steps where source documents are reviewed to the point where the document process ends and how it maintains and sends the audit points to the audit service of the SI Contractor's IP Module.
Audits/Reviews	8.03	Offeror shall describe how its proposed services audit all actions by all Users and systems, including view only, of the CCSC components.
Audits/Reviews	8.04	Offeror shall describe how its proposed services retain audit records per State requirements.
Audits/Reviews	8.05	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.

CCSC Security/Privacy Requirements

Category	ID	Requirement
Security/Privacy	9.01	Offeror shall describe how its proposed services, and its subcontractors, align and comply with all HIPAA Privacy Standards and any applicable State and Federal Security Compliance Regulations and requirements as though it were a Covered Entity and comply with Addendum 14 - HHS 2020 Security Privacy and Standards and Addendum 21 – HHS 2020 Security and Standards.
Security/Privacy	9.02	Offeror shall describe how its proposed services enforce security while responding to requests of information and documentation based upon State defined security rules and regulations.
Security/Privacy	9.03	Offeror shall describe how its proposed services provide the State, at a minimum, an 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.
Security/Privacy	9.04	Offeror shall describe how its proposed services perform security testing that complies with the State’s security standards and incorporates industry best practices to provide defect free operations.
Security/Privacy	9.05	Offeror shall describe how its proposed services control and secure access to data (public, confidential, internal or otherwise) and when controls are violated, the actions taken.

CCSC Strategy and Project Management Requirements

Category	ID	Requirement
Strategy and Project Management	10.01	Offeror shall describe how its proposed services components integrate and synchronize data about customers, cases, contacts, resolution, identity, and other information with HSD, ensuring data are accurate and up to date with HSD assets.
Strategy and Project Management	10.02	Offeror shall describe its experience with Disengagement Transition Plans.
Strategy and Project Management	10.03	Offeror shall describe how its proposed services: <ul style="list-style-type: none"> a. Implement an active, independent Quality Management (QM) program throughout the contract life; b. Monitors CCSC business services to assess performance and identify potential quality issues; c. Define and adhere to best practices to provide defect free business services; d. Work with the State to achieve continuous performance improvement (CPI) (e.g., streamline costs, reduce risks, streamline processes, increase efficiency), and measure and report on effectiveness of new approaches or processes; and e. Report regularly upon QM activities, including but not limited to work performed, detailed analyses of QM findings, statistics related to the findings, corrective action plans and status.
Strategy and Project Management	10.04	Offeror shall describe how its proposed services demonstrates readiness to the State and its IV&V Contractor prior to operation.
Strategy and Project Management	10.05	Offeror shall describe how its proposed services allow for and implement changes, enhancements and updates to CCSC business services, 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 systems, service modules and BPO Contractors.
Strategy and Project Management	10.06	Offeror shall describe how its proposed services comply with the SI Contractor's processes, standards and its Shared Core Services.
Strategy and Project Management	10.07	Offeror shall describe how its proposed services engage Stakeholders to ensure their business needs and requirements are met.

Category	ID	Requirement
Strategy and Project Management	10.08	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. When an audit, litigation, or other action involving or requiring access to records is initiated prior to the final payment made under the Contract, Offeror shall commit to clearly mark any related physical records, as defined by the Stat, prior to transfer. The transfer shall occur at a time and manner agreed to by the State.
Strategy and Project Management	10.09	Offeror shall describe how its services will store all Project artifacts and documents on the State Microsoft SharePoint site, the HHS 2020 Document Library or other such designated location.
Strategy and Project Management	10.10	Offeror is encouraged but is not required to use Microsoft Office 365 Suite, Microsoft Visio, Microsoft Project Professional or other such designated tools. Offerors shall provide assurance that its proposed Business Services will comply with State PMO tools and processes.
Strategy and Project Management	10.11	Offeror shall describe how its proposed services support State-led UAT.

CCSC Service Expectations Requirements

Category	ID	Requirement
Service Expectations	11.01	Offeror shall acknowledge that full access to its services and data 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	11.02	Offeror shall describe how its proposed services ensure there are sufficient trained and experienced staff to successfully configure, provide and operate the CCSC business services and components through maintenance and operations.
Service Expectations	11.03	Offeror shall describe how its proposed services components integrate with the SI Contractor's Integration Platform
Service Expectations	11.04	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	11.05	Offeror shall describe how its proposed services will scale and manage the anticipated resource volumes for the CCSC services.
Service Expectations	11.06	Offeror shall describe how its proposed services comply with CCSC SLAs (see Appendix K – CCSC Performance Measures.

Category	ID	Requirement
Service Expectations	11.07	Offeror shall describe how its proposed services complies with the State’s Enterprise Architecture. Offeror shall provide examples of the architectural artifacts that are required as part of CMS certification with their response.
Service Expectations	11.08	Offeror shall describe how its proposed services integrate with Business Continuity (BC), Backup, and Disaster Recovery (DR) plans and meet the SLAs defined in Appendix K – CCSC Performance Measures.
Service Expectations	11.09	Offeror shall describe how its proposed services receive and provide the required data from and to the Integration Platform (IP) and other existing systems.
Service Expectations	11.10	Offeror shall acknowledge that no State data will reside off shore nor will any Contractor staff off shore access State data.
Service Expectations	11.11	Offeror shall describe how its proposed services provide Stakeholder access to CCSC Project SMEs who have Contact Center expertise throughout the life of the Contract resulting from this procurement.
Service Expectations	11.12	Offeror shall describe how its proposed services provide SME assistance to the State in researching program integrity and audit discrepancies and findings.
Service Expectations	11.13	Offeror shall acknowledge that its proposed services will provide and operate a HIPAA Help Desk to respond to question from providers and submitter concerning the status of electronic transaction that were submitted. Help Desk staff must understand ASC X12 transactions, have the ability to read and interpret X12 data strings and understand electronic claim submissions and HIPAA transaction solutions.
Service Expectations	11.14	Offeror shall describe how its proposed services and staff operates the SI’s Trading Partner Management System (TPMS) and processes to enroll and disenroll submitters, identify the transactions submitters can submit and provide submission status to requesters.
Service Expectations	11.15	Offeror shall describe how its proposed services and staff coordinates provider and other trading partner enrollment activities using the SI’s TPMS.
Service Expectations	11.16	Offeror shall acknowledge that its proposed services provides, at a minimum, all stated in APPENDIX M.

CCSC Certification Requirements

Category	ID	Requirement
Certification	12.01	Offeror shall describe how its proposed services comply with the CMS guidance on modularity and integration.
Certification	12.02	Offeror shall describe how its proposed services comply with all applicable Federal, State or other regulations, guidance and

Category	ID	Requirement
		laws, including Section 508 on ADA compliance. Offeror shall acknowledge that it is required to provide a complete Section 508 Assessment Package.
Certification	12.03	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 MITA 3.0 Seven Conditions and Standards of CMS, and other certification requirements. Offeror will be required to perform all services necessary to fully configure the CCSC services, comply with the relevant CMS MECT checklist requirements and support attainment of CMS Certification or other oversight certification.
Certification	12.04	Offeror shall acknowledge compliance to all applicable CMS MECT checklist requirements, for which it is primarily responsible and agrees to 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 their discretion.
Certification	12.05	Offeror shall provide with the RFP response, MECT Certification artifacts/evidence samples for at least: electronic and human customer support access, including security, 508 accessibility, and HIPAA).
Certification	12.06	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 achieve MITA Level 4 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	12.07	Offeror shall describe how its services develop and update all required documentation for the CMS EPLC phases.

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

1. Describe at least two successful recent projects, comparable to the CCSC Project and modular in nature, on which your organization was 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 CCSC Contractor role for this Project.

2. Present your proposed staffing and key personnel models for this Project (as described in the Scope of Work found in APPENDIX G).

- A. Describe how your proposed staffing model will deliver all 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 Project team will be structured to effectively deliver the required work. This staffing model is expected to demonstrate an understanding of CCSC requirements and programs within the HSD, including consideration of how CCSC fits within the MMISR Solution and approach, as well as how it fits within HHS 2020. Additionally, the Offeror must 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 CCSC Project 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. Identify any subcontractor(s) that will participate in an awarded contract and describe its organization's experience and the role they will play in the MMISR CCSC module.
- D. Provide a resume for each Key Personnel for this Project.
- E. Provide an assurance that the Key Personnel who are proposed by Offeror will in fact be the Personnel on the Project for the initial year of the contract (except due to uncontrollable circumstances defined by Offeror and agreed to by the State).
- F. Describe how you will have sufficient resources and staff to start CCSC module operations within thirty (30) calendar days of contract award and to be operational within sixty (60) calendar days of award.

3. Provide a Work Plan timetable for CCSC module implementation. Identify the assumptions underlying your Work Plan timetable and for the items below from your proposal:

- A. Approach for CCSC operations and maintenance;
- B. Approach for integrating with the HHS 2020 PMO tasks;
- C. Approach for providing HHS 2020 integration support; and
- D. Approach for business service configuration.

4. Explain any requirements or expectations for support from HSD personnel and/or from other MMISR Contractors or other Stakeholders.

5. Explain how your approach will enable cost-effective, high-quality CCSC 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 CCSC will focus on ensuring the integrity and interoperability of the MMISR Project Solution.

6. Explain your ability and willingness to meet the preliminary set of SLAs and LDs in Appendix K - HHS 2020 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 I – Sample Contract

STATE OF NEW MEXICO

HUMAN SERVICES DEPARTMENT

INFORMATION TECHNOLOGY PROFESSIONAL SERVICES CONTRACT

Contract No. PSC XX-630-4000-XXXX

THIS INFORMATION TECHNOLOGY AGREEMENT (“Agreement” or “Contract”) is made by and between the State of New Mexico, **Human Services Department**, hereinafter referred to as the “**HSD**,” and **[Insert Contractor Name]**, hereinafter referred to as the “Contractor”, and collectively referred to as the “Parties.”

WHEREAS, pursuant to the **[CHOICE #1: New Mexico Procurement Code, NMSA 1978, 13-1-28 et seq., and the Procurement Code Regulations, NMAC 1.4.1 et seq; OR CHOICE #2 FOR NEW MEXICO STATE USAGE ACT / CENTRAL NON PROFIT CONTRACT: New Mexico State Use Act (13-1C-1 NMSA 1978);]** the Contractor has held itself out as an expert in implementing the Scope of Work as contained herein and the HSD has selected the Contractor as the entity most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the **[CHOICE #1 - If procurement method is a Request for Proposal (RFP) or Sole Source, use the following language: [RFP Number and Name or SOLE SOURCE]** and the Contractor’s response to such document(s) are incorporated herein by reference; and

WHEREAS, this Agreement is issued against the state wide price agreement, established and maintained by the New Mexico State Purchasing Division (SPD) of the General Services Department, SPD**[CHOICE #2 – If procurement method is a state wide price agreement, use the following language: “ [Insert state wide price agreement number and name]; and**

WHEREAS, all Parties agree that, pursuant to the Procurement Code, 1.4.1.52 *et. seq.* the total amount of this Agreement is \$60,000.00 or more, excluding taxes; and **[IF USING NEW MEXICO STATE USAGE ACT / CENTRAL NON PROFIT CONTRACT, replace paragraph with: WHEREAS, all Parties agree that, pursuant to the New Mexico State Use Act (13-1C-1 NMSA 1978) the total amount of this Agreement is \$60,000.00 or more, excluding taxes; and]**

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

ARTICLE 1 – DEFINITIONS

- A. “Acceptance” or “Accepted” shall mean the approval, after Quality Assurance, of all Deliverables by an Executive Level Representative of the HSD.
- B. “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.
- C. “Business Days” shall mean Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.
- D. “Change Request” shall mean the document utilized to request changes or revisions in the Scope of Work – Exhibit A, attached hereto and incorporated herein.
- E. “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.
- F. “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.
- G. “CMS” shall mean the Federal Centers for Medicare and Medicaid Services.
- H. “Contract Manager” shall mean a qualified person from the HSD responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager shall be **Insert Name** or his/her Designated Representative.
- I. “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.

- J. “Deliverable” shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
- K. “Designated Representative” shall mean a substitute(s) for a title or role, e.g. Contract Manager, when the primary is not available.
- L. “DoIT” shall mean the Department of Information Technology.
- M. “DFA” shall mean the Department of Finance and Administration; “DFA/CRB” shall mean the Department of Finance and Administration, Contracts Review Bureau.
- N. “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.
- O. “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.
- P. “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.
- Q. “GRT” shall mean New Mexico gross receipts tax.
- R. “HSD” shall mean the New Mexico Human Services Department.
- S. “Intellectual Property” shall mean any and all proprietary information developed pursuant to the terms of this Agreement.
- T. “Independent Verification and Validation (“IV&V”)” shall mean the process of evaluating a Project and the Project’s product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the HSD.
- U. “IRS” shall mean the federal Internal Revenue Service.
- V. “ISO” shall mean the HSD ITD Information Security Officer.
- W. “ITD” shall mean the HSD Information Technology Division.

- X. “Know How” shall mean all technical information and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.
- Y. “Payment Invoice” shall mean a detailed, certified and written request for payment of Services by and rendered from the Contractor to the HSD. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the Payment Invoice is submitted.
- Z. “Performance Bond” shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.
- AA. “Project” shall mean a temporary endeavor undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The Project terminates once the Project scope is achieved and the Project approval is given by the Executive Level Representative and verified by the HSD CIO to the DoIT. If applicable, under the terms of this Agreement the Project is [**Insert Name of Project, if applicable; otherwise delete sentence**].
- BB. “Project Manager” shall mean a Qualified person from the HSD responsible for the application of knowledge, skills, tools, and techniques to the Project activities to meet the Project requirements from initiation to close. Under the terms of this Agreement, the Project Manager shall be [**Insert Name**] or his/her Designated Representative.
- CC. “Qualified” means demonstrated experience performing activities and tasks with Projects.
- DD. “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.
- EE. “Services” shall mean the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.
- FF. “State Purchasing Agent (SPA)” shall mean the State Purchasing Agent for the State of New Mexico or his/her Designated Representative.
- GG. “State Purchasing Division (SPD)” shall mean the State Purchasing Division of the General Services Department for the State of New Mexico.
- HH. “Software” shall mean all operating system and application software used by the Contractor to provide the Services under this Agreement.

- II. “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.
- JJ. “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.
- KK. “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 work as outlined in Exhibit A, attached hereto 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 A, as determined within the sole discretion of the HSD. In the event the Contractor fails to obtain the results described in Exhibit A [list other exhibits with performance measures], 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 Contractors 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; do not write out]** **[CHOICE #1:** excluding New Mexico gross receipts tax.] **[CHOICE #2:** 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.

[Use if a state price agreement is the procurement method: Compensation for a statewide price agreement shall not exceed the SPD or DoIT approved price maximums as established in the state price agreement used for this contract. Contractor hereby agrees to perform work at or below the published maximum rates of the statewide price agreement as follows:]

- **[Insert professional service category(s) and define rate(s).]**

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 submit the final Deliverable(s) on the due date for the Deliverable(s) as required in Exhibit A, Statement 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, less retainage as set forth in Article 3(D).

- B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative, shall determine if the 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 – if state wide price agreement use SPD 40-000-14-106 with appropriate suffix*];
 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 [*INSERT # of days - recommend at not less than 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 [*INSERT # of days listed above in B - recommend at not less than fifteen (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, [INSERT # of days - recommend at not less than fifteen (15)] 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 [INSERT # of days - recommend at not less than fifteen (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 DFA/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 DFA/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.

- 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 **[if this contract is subject to CMS approval, then add “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; HSD Opportunity to Cure**

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.
 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 six months 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 5.

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

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 5.

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. **(OPTIONAL: The requirements and expectations as described in the Request for Proposal [insert RFP number and title] and any RFP amendments issued;**
3. **(OPTIONAL: The services offered in the proposal submitted by the Contractor in Response to RFP [insert RFP number and title];**

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 TIME

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

ARTICLE 33 FORCE MAJEURE

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

ARTICLE 34 DEBARMENT AND SUSPENSION

- A. Consistent with all applicable federal and/or state laws and regulations, , as applicable, and as a separate and independent requirement of this Agreement the Contractor certifies by signing this Agreement, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.
- B. The Contractor's certification in Paragraph A, above, is a material representation of fact upon which the 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 35 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 36 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 37 – 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 38 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 statues 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 39 – PERFORMANCE

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

- A. All work will be performed under the supervision of the Contractor, the Contractor's 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 40 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 41 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 42 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 43 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 44 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 45 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 46 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 the signature by the required approval authorities below:

By: _____ Date: _____
Brent Earnest, Cabinet Secretary Human Services Department

By: _____ Date: _____
Insert Name of Authorized Person to sign for Contractor

By: _____ Date: _____
Danny Sandoval, HSD Chief Financial Officer

By: _____ Date: _____
Susan L. Pentecost, HSD Chief Information Officer

Approved for legal sufficiency:

By: _____ Date: _____
Christopher P. Collins, HSD General Counsel

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

CRS ID Number: _____

By: _____ Date: _____
Tax and Revenue Department Representative

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

By: _____

Date: _____

Maria A Sanchez, Acting State CIO

This Agreement has been approved by the State Purchasing Agent:

By: _____

Date: _____

OR

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

By: _____

Date: _____

EXHIBIT A – SCOPE OF WORK

I. Purpose of this Agreement:

Insert a short paragraph of the purpose of this agreement. Include expected general results or outcomes for HSD. If related to an RFP, include purpose of procurement and expected outcomes.

Name of Certified Project: Insert name or delete sentence.

II. Performance Measures:

[Under the Accountability in Government Act, the LFC evaluates agency performance based on consistency with the agency strategic plan. Agency strategic plans are divided into Mission, Goals, Tasks, and Activities. This section follows the same format to clarify how this agreement supports the agency plan. Review the current HSD Strategic Plan to determine which goals or tasks this contract will satisfy.]

Examples:

Goal 5: Improve Administrative Effectiveness and Simplicity

Task 5.2: Upgrade, and/or replace IT systems for improved simplicity and better efficiencies

DOIT has indicated it requires performance measures of the contractor. These should be included here as well.]

A. HSD Performance Measures

B. Contractor Performance Measures

III. Activities.

[Insert general description of activities related to this agreement. They should be broad enough to cover potential discrepancies between expected outcomes and actual deliverables listed in the statement of work below.]

HSD NOTES:

Due dates may float against contract approval dates --- don't use hard dates for first deliverables because DFA will kick back if, in their opinion, contract doesn't allow contractor time to complete first deliverables. Try: Due no later than xxx weeks after contract approval."

Compensation should be written to accommodate multiple GRT rates in the state: "Not to exceed xxx,xxx.xx, inclusive of NM GRT." GRT should, whenever possible, be left out as contractors operate under multiple city or county tax rates .

IV. Deliverables

[The following pages include various formats for deliverables Select format that best suits statement of work for this contract.]

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

Sample For General Professional IT Service Contracts

Use the following section as a guide for contracts that require Support Services.

A. Sample Deliverable Number 1 [Insert Name of Deliverable]

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
[Insert Name of Deliverable]	<p>[Insert Date this Deliverable is due]</p> <p>Option: Due no later than XX weeks after contract approval.</p>	<ul style="list-style-type: none"> Example: Not to Exceed \$xxx Total Gross Amount (including GRT) Less Retainage Amount = \$ xxx (xx%) for payable net amount of \$xxxxxx upon HSD acceptance.

Task Item	Sub Tasks	Description
Insert Name of Task or tasks to be performed for each Deliverable.	<p>Sub 1 (through however many subtasks are needed to accomplish Task 1 which leads to the number of Tasks needed to accomplish Deliverable 1.</p>	<ul style="list-style-type: none"> Insert Description. Use active verbs to identify tasks and subtasks to be performed by the vendor. Due dates for tasks and/or subtasks should be included to assist the Procuring Agency and Contractor to monitor contract progress. Compensation amounts for tasks and/or subtasks can be identified here. The total amount paid for all tasks and/or subtasks performed under this Deliverable should be consistent with the Compensation due for total delivery of the Deliverable. The Contractor will bill the Procuring Agency per Deliverable; clear and well-defined language will assist the Procuring Agency and Contractor in determining if the Deliverable is met for payment purposes.



Sample For IT Contracts that Require Support Services

Use the following section as a guide for contracts that require Support Services.

A. Deliverable Number XX – [Insert name of Support Services.]

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
[Insert Name of Deliverable]	<p><i>Choice #1 – Payment due at the start of the maintenance period</i></p> <p><i>Choice #2 - Arrears payment due at the end of the month or quarter</i></p>	<ul style="list-style-type: none"> • [Insert Total \$ Amount] • [Insert Amount less GRT, if applicable] • [Insert \$ Amount less retainage, if applicable]

Task Item	Sub Tasks	Description
Problem Support	Sub 1	The Contractor shall make technical support personnel available by phone and email on the following schedule: [Such as - Monday through Friday, 8:00A.M. To 5:00P.M., excluding state holidays.]
	Sub 2	The Contractor shall log requests and provide to the Procuring Agency technical support services for the Software based on the priority levels and problem resolution processes described in the Performance Measures, above.
	Sub 3	The Contractor shall update documentation (Systems Administration Guide, User Guide, and Product Manual) to reflect changes made to the system as a result of problem resolution.
	Sub 4	The Contractor shall respond to technical and functional questions about the [Insert Application Name]. Such requests will be assigned a default Priority of [Insert appropriate priority level] unless the Procuring Agency requests a higher priority be assigned to the request.
Monthly Report	Sub 1	The Contractor shall provide or make available online a monthly report on the activity and status of all logged requests received from the Procuring Agency.
Activities Tracking	Sub 1	Contractor shall maintain a log of requests in a Procuring Agency approved tracking system with a unique number assigned to each

		<p>Procuring Agency request. The unique number shall be provided by the contractor to Procuring Agency for reference and communication.</p>
	<p>Sub 2</p>	<p>The Procuring Agency will assign one of four levels of priority to each request:</p> <ul style="list-style-type: none"> • Priority 1 is the most severe program error and represents a situation where mission critical features and functions of the [name of application] are unavailable and no practical alternate mode of operation is available. Priority 1 problems will be corrected or a solution will be provided by Contractor for corrective action within [modify as appropriate – e.g., two (2) hours]. • Priority 2 indicates a problem in which certain features and functionality are not available and no practical alternate mode of operation is available. Priority 2 problems will be corrected or a plan will be provided by the Contractor for corrective action within [modify as appropriate – e.g., one (1) Business Day(s)]. • Priority 3 is the normal “next-in-line” problem priority assignment. At this level, requests are worked on in the order in which they are received. Priority 3 problems will be corrected or a plan will be provided by Contractor for corrective action within [modify as appropriate – e.g., ten (10) Business Days]. • Priority 4 is the Release assignment. At this level, requests are worked on as deemed appropriate by Procuring Agency. Priority 4 issues will be incorporated into specific releases, documented in an Application Deployment Package, which will be scheduled for delivery at the discretion of the Procuring Agency after time and cost estimates are provided by the Contractor and approved by the Agency, if applicable. As such, priority 4 issues will be due at the time the specific Release is delivered.

Sample For Task Level Payable IT Professional Service Contracts

The following subsections can be used as guide for more specific deliverable payments. Format may or may not be accepted by DoIT or DFA. Consider this format if there are optional tasks that may not be required based on how the contract or project progresses.

Deliverable Number x

<u>Deliverable Description</u>	<u>Due Date</u>	<u>Compensation</u>
[Insert Name of Deliverable]	<p>[Insert Date this Deliverable is due]</p> <p>Option: Due no later than XX weeks after contract approval.</p>	<ul style="list-style-type: none"> Example: Deliverable compensation not to Exceed \$xxx Total Gross Amount (including GRT) Less Retainage Amount = \$ xxx (xx%) for payable net amount of \$xxx upon HSD acceptance.

Task	Sub-Tasks	Description	Fee

Deliverable Number x

<u>Deliverable Description</u>	<u>Due Date</u>	<u>Compensation</u>
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Task	Sub-Tasks	Description	Fee

Sample For Task Level Payable IT Professional Service Contracts

Use the following subsections as a guide for more specific deliverable payments within scheduled dates. This allows change approvals per the ARTICLE 14 CHANGE MANAGEMENT process.

Deliverable Number xxx

<u>Deliverable Description</u>	<u>Due Date</u>	<u>Compensation</u>
	No Later Than X weeks after contract approval.	Not to Exceed \$ xxxxx inclusive of New Mexico Gross Receipts Tax

Item	Task Description	Task Procedure	Task Due Date	Task Fee
1			<i>Within deliverable schedule</i>	<i>Within compensation amount</i>
2				

Exhibit [TBD]

HIPAA Business Associate Agreement

[Most Current CMS Approved Version to Be Included Here]

NOTES:

This is an updated version of the contract submitted 2016.

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 Agreement 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

- a. **Breach.** “Breach” has the meaning assigned to the term breach under 42 U.S.C. § 17921(1) [HITECH Act § 13400 (1)] and 45 CFR § 164.402.
- b. **Business Associate.** "Business Associate", herein being the same entity as the Contractor in PSC [REDACTED], shall have the same meaning as defined under the HIPAA standards as defined below, including without limitation Contractor acting in the capacity of a Business Associate as defined in 45 CFR § 160.103.
- c. **Department.** "Department" shall mean in this agreement the State of New Mexico Human Services Department.
- d. **Individual.** "Individual" shall have the same meaning as in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502 (g).
- e. **HIPAA Standards.** “HIPAA Standards” shall mean the legal requirements as set forth in the Health Insurance Portability and Accountability Act of 1996, the Health Information

Technology for Economic and Clinical Health Act of 2009, and the regulations and policy guidance, as each may be amended over time, including without limitation:

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

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

2. Obligations and Activities of Business Associate

- a. General Rule of PHI Use and Disclosure. The Business Associate may use or disclose PHI it creates for, receives from or on behalf of, the Department to perform functions, activities or services for, or on behalf of, the Department in accordance with the specifications set

forth in this BAA and in this PSC [REDACTED]; provided that such use or disclosure would not violate the HIPAA Standards if done by the Department; or as Required By Law.

- i. Any disclosures made by the Business Associate of PHI must be made in accordance with HIPAA Standards and other applicable laws.
- ii. Notwithstanding any other provision herein to the contrary, the Business Associate shall limit uses and disclosures of PHI to the “minimum necessary,” as set forth in the HIPAA Standards.
- iii. The Business Associate agrees to use or disclose only a “limited data set” of PHI as defined in the HIPAA Standards while conducting the authorized activities herein and as delineated in PSC [REDACTED], except where a “limited data set” is not practicable in order to accomplish those activities.
- iv. Except as otherwise limited by this BAA or PSC [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.
- v. 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.
- vi. Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.502(j).
- vii. Business Associate may use PHI to provide Data Aggregation services to the Department as permitted by the HIPAA Standards.
- b. Safeguards. The Business Associate agrees to implement and use appropriate Security, Administrative, Physical and Technical Safeguards, and comply where applicable with subpart C of 45 C.F.R. Part 164, to prevent use or disclosure of PHI other than as required by law or as provided for by this BAA or PSC [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.
- c. Restricted Uses and Disclosures. The Business Associate shall not use or further disclose PHI other than as permitted or required by this BAA or PSC [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.
- i) The Business Associate shall not directly or indirectly receive remuneration in exchange for any of the PHI unless a valid authorization has been provided to the Business Associate that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the PHI of that individual, except as provided for under the exceptions listed in 45 C.F.R. §164.502 (a)(5)(ii)(B)(2).

- ii) Unless approved by the Department, Business Associate shall not directly or indirectly perform marketing to individuals using PHI.
- d. Agents. The Business Associate shall ensure that any agents that create, receive, maintain or transmit PHI on behalf of Business Associate, agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to PHI, in accordance with 45 C.F.R. § 164.502(e)(1)(ii), and shall make that agreement available to the Department upon request. Upon the Business Associate's contracting with an agent for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement.
- e. Availability of Information to Individuals and the Department. Business Associate shall provide, at the Department's request, and in a reasonable time and manner, access to PHI in a Designated Record Set (including an electronic version if required) to the Department or, as directed by the Department, to an Individual in order to meet the requirements under 45 CFR § 164.524. Within three (3) business days, Business Associate shall forward to the Department for handling any request for access to PHI that Business Associate receives directly from an Individual. If requested by the Department, the Business Associate shall make such information available in electronic format as required by the HIPAA Standards to a requestor of such information and shall confirm to the Department in writing that the request has been fulfilled.
- f. Amendment of PHI. In accordance with 45 CFR § 164.526, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Department directs or agrees to, at the request of the Department or an Individual, to fulfill the Department's obligations to amend PHI pursuant to the HIPAA Standards. Within three (3) business days, Business Associate shall forward to the Department for handling any request for amendment to PHI that Business Associate receives directly from an Individual.
- g. Internal Practices. Business Associate agrees to make internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI, available to the Department or to the Secretary within seven (7) days of receiving a request from the Department or receiving notice of a request from the Secretary, for purposes of the Secretary's determining the Department's compliance with the Privacy Rule.
- h. PHI Disclosures Recordkeeping. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Department to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the HIPAA Standards and 45 CFR § 164.528. Business Associate shall provide such information to the Department or as directed by the Department to an Individual, to permit the Department to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by the Department. Within three (3) business days, Business Associate shall forward to the Department for handling any accounting request that Business Associate directly receives from an individual.
- i. PHI Disclosures Accounting. Business Associate agrees to provide to the Department or an Individual, within seven (7) days of receipt of a request, information collected in accordance with Section 2 (h) of this Agreement, to permit the Department to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

- j. Security Rule Provisions. As required by 42 U.S.C. § 17931 (a) [HITECH Act Section 13401(a)] , the following sections as they are made applicable to business associates under the HIPAA Standards, shall also apply to the Business Associate: 1) Administrative Safeguards; 2) Physical Safeguards; 3) Technical Safeguards; 4) Policies and Procedures and Documentation Requirements; and 5) Security Standards. Additionally, the Business Associate shall either implement or properly document the reasons for non-implementation of all safeguards in the above cited sections that are designated as “addressable” as such are made applicable to Business Associates pursuant to the HIPAA Standards.
- k. Civil and Criminal Penalties. Business Associate agrees that it will comply with the HIPAA Standards as applicable to Business Associates, and acknowledges that it may be subject to civil and criminal penalties for its failure to do so.
- l. Performance of Covered Entity's Obligations. To the extent the Business Associate is to carry out the Department 's obligations under the HIPAA Standards, Business Associate shall comply with the requirements of the HIPAA Standards that apply to the Department in the performance of such obligations.
- m. Subcontractors. The Business Associate shall ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate, agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to PHI, with 45 C.F.R. § 164.502(e)(1)(ii), and shall make such information available to the Department upon request. Upon the Business Associate’s contracting with an agent for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement. Upon the Business Associate’s contracting with a subcontractor for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement.

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

During the term of this BAA or PSC [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

- a. Business Associate agrees to report to the Department Contract Manager or HIPAA Privacy and Security Officer any use or disclosure of PHI not provided for by this BAA or PSC [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.
- b. Business Associate shall provide the Department with the names of the individuals whose unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR §164.404(c), and, if requested by the Department, provide information necessary for the Department to investigate promptly the impermissible use or disclosure. Business Associate shall continue to provide to the Department information

concerning the Breach as it becomes available to it, and shall also provide such assistance and further information as is reasonably requested by the Department.

Risk Assessment

- c. When Business Associate determines whether an impermissible acquisition, use or disclosure of PHI by an employee or agent poses a low probability of the PHI being compromised, it shall document its assessment of risk in accordance with 45 C.F.R. § 164.402 (in definition of “Breach”, ¶ 2) based on at least the following factors: (i) the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification; (ii) the unauthorized person who used the protected health information or to whom the disclosure was made; (iii) whether the protected health information was actually acquired or viewed; and (iv) the extent to which the risk to the protected health information has been mitigated. Such assessment shall include: 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons documenting the determination of risk of the PHI being compromised. When requested by the Department, Business Associate shall make its risk assessments available to the Department.
- d. If the Department determines that an impermissible acquisition, access, use or disclosure of PHI, for which one of Business Associate’s employees or agents was responsible, constitutes a Breach, and if requested by the Department, Business Associate shall provide notice to the individuals whose PHI was the subject of the Breach. When requested to provide notice, Business Associate shall consult with the Department about the timeliness, content and method of notice, and shall receive the Department’s approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate. The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to the Department.

Mitigation

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

procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR §164.404(c).

Notification to Clients

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

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

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

5. Term and Termination

- a. Term. This BAA terminates concurrently with PSC [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 4, 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

- a. 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.
- b. Business Associate's Compliance with HIPAA. The Department makes no warranty or representation that compliance by Business Associate with this BAA or the HIPAA Standards will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- c. Change in Law. In the event there are subsequent changes or clarifications of statutes, regulations or rules relating to this BAA or PSC [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.

- e. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or workforce members assisting Business Associate in the fulfillment of its obligations under this BAA and PSC [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.

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

APPENDIX J - CROSSWALK BMS RFP TO CMS DRAFT RFP TEMPLATE

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 but does include all the sections of the MMIS Uniform RFP Guide that can be found in the Procurement Library. The table below reflects each section of the Uniform RFP Guide and where the section is addressed in this BMS RFP. It is expected each vendor will review the Uniform RFP Guide in addition to reviewing this mapping.

#	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 - DETAILED STATEMENT OF WORK
a	State Vision	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 II. MMISR APPROACH APPENDIX G - DETAILED STATEMENT OF WORK
b	Business Objectives	Addendum 2 – HHS 2020 Background Information NM HHS and Medicaid, BACKGROUND INFORMATION – Business Objectives APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
2	Technology Standards	II. MMISR APPROACH Addendum 20- HHS 2020 Vision and Architecture, HHS 2020 Enterprise Architecture APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
a	CMS Requirements [Align with Seven Conditions and Standards]	Addendum 20- HHS Vision and Architecture, HHS MMISR PROJECT VISION APPENDIX G - DETAILED STATEMENT OF WORK

#	Uniform RFP Guide	IP RFP Section # and Section Title
	1) Modularity Standard	Addendum 20- HHS Vision and Architecture, HHS MMISR PROJECT VISION Addendum 20- HHS Vision and Architecture, HUMAN SERVICES DEPARTMENT VISION II. MMISR APPROACH
	2) MITA Condition	APPENDIX G – DETAILED STATEMENT OF WORK APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
	3) Industry Standards Condition	II. MMISR APPROACH Addendum 20- HHS Vision and Architecture, HHS 2020 Enterprise Architecture Addendum 20- HHS Vision and Architecture, HUMAN SERVICES DEPARTMENT VISION APPENDIX G - DETAILED STATEMENT OF WORK
	4) Leverage Condition	n/a for a BPO
	5) Business Rules Condition	Addendum 20- HHS Vision and Architecture, HUMAN SERVICES DEPARTMENT VISION II. MMIS APPROACH, A. The MMISR Modules and Services Procurements APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
	6) Reporting Condition	APPENDIX G - DETAILED STATEMENT OF WORK APPENDIX H OFFEROR AND CONTRACTOR REQUIREMENTS
	7) Interoperability Condition	Addendum 20- HHS Vision and Architecture, HHS MMISR PROJECT VISION APPENDIX G - DETAILED STATEMENT OF WORK
b	State Technology Requirements [Optional]	n/a for a BPO
3	Scope of Work	III. CONTRACTOR ROLE APPENDIX G - DETAILED STATEMENT OF WORK APPENDIX H - OFFEROR AND CONTRACTOR 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

#	Uniform RFP Guide	IP RFP Section # and Section Title
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 - OFFEROR AND CONTRACTOR REQUIREMENTS
	System Integrator Considerations	n/a for BMS, addressed in SI RFP
a	State Project Governance	APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
b	Vendor Project Management	n/a for a BPO
6	Key Personnel	APPENDIX G - DETAILED STATEMENT OF WORK APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
	System Integrator Considerations	n/a for BMS, addressed in SI RFP
7	Project Performance Standards	APPENDIX G - DETAILED STATEMENT OF WORK APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS Appendix K - HHS 2020 BMS 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)).	APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
9	State Procurement Process	B. MMISR PROCUREMENT LIBRARY VI. CONDITIONS GOVERNING THE PROCUREMENT VI B 7. Proposal Evaluation

#	Uniform RFP Guide	IP RFP Section # and Section Title
a	CMS Language	V. MMISR PROCUREMENT LIBRARY VI. CONDITIONS GOVERNING THE PROCUREMENT VI B 7. Proposal Evaluation
	As outlined in Section 2, Chapter 11 of the State Medicaid Manual include 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 work to be performed and cost statements; and	VI. CONDITIONS GOVERNING THE PROCUREMENT
	– 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 7. Proposal Evaluation

APPENDIX K – PERFORMANCE MEASURES

The CCSC 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 CCSC Contractor’s control.

In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. The Department at its sole discretion may delay the assessment of liquidated damages if it is in the best interest of the State to do so. The Department may give notice to the Contractor of a failure to meet performance standards but delay the assessment of liquidated damages to give the Contractor the opportunity to remedy the deficiency. If the Contractor subsequently fails to remedy the deficiency to the satisfaction of the Department, the Department may reassert the assessment of liquidated damages, even following contract termination.

In the event the Contractor fails to perform as required, the Contractor becomes liable to the Department for the specified amounts listed below as agreed liquidated damages.

Phase	#	Category	Performance Standard	Liquidated Damages
DDI/OPS	1	Configuration Management	<p>The CCSC Contractor will not put into production 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.</p> <p>HSD will use an emergency approval process to expedite urgent changes necessary to support maximum system availability.</p>	HSD may assess five thousand dollars (\$5,000) per occurrence for CCSC Contractor’s failure to obtain HSD prior written approval for changes.
OPS	2	Disaster Recovery	<p>For the CCSC Module, the CCSC Contractor shall perform and pass the annual recovery and restoration testing that is outlined and accepted by HSD in the Disaster Recovery Plan Deliverable.</p> <p>CCSC Contractor will coordinate with the SI Contractor and their disaster recovery testing related to its integration with the CCSC Module. The testing schedule will be mutually agreed upon by HSD and CCSC Contractor.</p>	HSD may assess five thousand dollars (\$5,000) per business day for each day the passing completion of the test for the CCSC Module is beyond the scheduled test date.

Phase	#	Category	Performance Standard	Liquidated Damages
OPS	3	Disaster Recovery	The CCSC Contractor will achieve a Recovery Point Objective (RPO) of fifteen (15) clock minutes or less for the CCSC module and CCSC data.	HSD may assess five thousand dollars (\$5,000) for each hour or part thereof for a Recovery Point realization that is greater than fifteen (15) minutes.
OPS	4	Disaster Recovery	The CCSC Contractor shall provide full capacity, process and performance to fail-over and resume all components to production operations from the production environment to the disaster recovery environment within a Recovery Time Objective (RTO) of sixty (60) clock minutes of the declaration of disaster for all CCSC Module components.	HSD may assess five thousand dollars (\$5,000) per hour for every hour or part thereof beyond the 60 minutes specified that the production functionality is not failed-over and operational for all CCSC Module components.
DDI	5	Project Management	The CCSC Contractor shall provide the Deliverables, per DED requirements, by the due dates as set forth in the then approved project schedule or as otherwise mutually agreed upon.	HSD may assess one thousand dollars (\$1,000) per business day thereafter until the date that Deliverable is delivered to HSD.
OPS	6	Project Management	<p>The CCSC 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 CCSC Contractor and HSD will work together to develop a performance standards status report (“Dashboard” and/or “Scorecard”).</p>	HSD may assess one hundred dollars (\$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	7	Staff Resource Management	The CCSC 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.	HSD may assess up to one thousand dollars (\$1,000) per Business Day for each Business Day beyond the thirty (30) calendar days allowed for replacement of Key Personnel.

Phase	#	Category	Performance Standard	Liquidated Damages
DDI/OPS	8	Staff Resource Management	<p>Except as set forth in the Contract or due to a personnel resignation or termination, the CCSC Contractor shall not replace Key Personnel without prior written approval of HSD.</p> <p>The list of Key Personnel during Contract will be mutually agreed upon by the HSD and CCSC Contractor.</p>	HSD may assess up to a maximum of ten thousand dollars (\$10,000) per occurrence.
OPS	9	System Availability	<p>The CCSC Contractor shall provide all components of the CCSC Module available for production processing 99.999% of the time, three-hundred sixty-five (365) days per year.</p> <p>Maintenance downtime hours approved on exceptional basis do not apply to this standard.</p>	<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 milliseconds and less than 8.66 seconds of downtime per 24-hour period): five thousand dollars (\$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): seven thousand five hundred dollars (\$7,500)</p> <p>Availability drops below 99.9% to 99% (more than 14.4 minutes of downtime per 24-hour period): ten thousand dollars (\$10,000)</p>
OPS	10	System Maintenance	<p>The CCSC Contractor shall analyze and propose a resolution to HSD for all CCSC Module Severity one (1) incidents within 1 clock hour from the time the CCSC Contractor is aware of the incident.</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.

Phase	#	Category	Performance Standard	Liquidated Damages
OPS	11	System Maintenance	<p>The CCSC Contractor shall analyze and propose a resolution to HSD for all CCSC Module Severity two (2) incidents within four (4) clock hours from the time the CCSC Contractor is aware of the incident.</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	12	System Maintenance	<p>The CCSC 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 CCSC process or service that is stakeholder affecting.</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>
DDI	13	Business	<p>The CCSC Contractor shall deliver the Contracted fully functioning integrated CCSC Module services within thirty (30) days of the agreed major release date(s) of approved project schedule.</p>	<p>HSD may assess liquidated damages of twenty-five thousand dollars (\$25,000)/day for each missed Go Live major release event(s) until the SLA is achieved.</p>

Phase	#	Category	Performance Standard	Liquidated Damages
OPS	14	Connect	<p>The CCSC Contractor shall ensure that incoming calls receiving a blocked call (busy signal) does not exceed 1.25 percent, to be computed daily and, at a minimum, reported monthly.</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>
OPS	15	Recognize & Route	<p>The CCSC Contractor shall correct any issues with IVR performance within one (1) hour of problem identification.</p> <p>An “Issue” is defined as anything that causes any interruption to any CCSC process or service that is stakeholder affecting (e.g., dead system, dropped or disconnected calls, incorrect routing, messages out of date, slow response, etc.)</p>	<p>HSD may assess one thousand dollars (\$1,000) per hour, or part of an hour, for each hour when the issue is not resolved.</p>

Phase	#	Category	Performance Standard	Liquidated Damages
OPS	16	Queue	The CCSC Contractor shall ensure that the daily abandonment rate does not exceed five (5) percent, 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>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	17	Queue	The CCSC Contractor shall answer eighty percent (80%) of daily calls within twenty (20) seconds, 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	18	Queue	The CCSC Contractor's monthly average seconds to answer will not exceed 60 seconds (amount of time after the customer chooses option in IVR to speak to customer service rep), to be computed hourly and, at a minimum, reported monthly.	HSD may assess liquidated damages of one thousand dollars (\$1,000) per hour.
OPS	19	Queue	The CCSC Contractor shall provide an hourly average contact overflow within five minutes of the overflow trigger. for each contact channel	HSD may assess liquidated damages of one thousand dollars (\$1,000) per hour, or part of an hour charged to the Contractor, that the overflow capability has not taken effect after the overflow should have triggered that capability.
OPS	20	Resolve	The CCSC Contractor shall not exceed one percent of daily unresolved contacts 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	21	Resolve	The CCSC Contractor shall resolve 95% of daily first customer contact without manually transferring to non-CCSC staff, to be computed daily and, at a minimum, reported monthly. Callers that Opt Out will not be considered in this calculation.	HSD may assess liquidated damages of one hundred dollars (\$100) per business day for each business day of noncompliance.

Phase	#	Category	Performance Standard	Liquidated Damages
OPS	22	Resolve	<p>The CCSC Contractor shall ensure the call referral rate to the Department shall not exceed five (5) percent of calls handled by CSRs, to be computed daily and, at a minimum, reported monthly.</p> <p>The State will work with the Contractor to define exceptions to the standard of this referral rate.</p>	<p>HSD may assess liquidated damages per day as specified below when the average daily performance fails to meet the performance standard.</p> <p>Call referral percentage between 5.01% and 6.99% per day: one thousand dollars (\$1,000)</p> <p>Call referral percentage between 7.0% and 8.99% per day: two thousand five hundred dollars (\$2,500)</p> <p>Call referral percentage 9.0% per day and above: five thousand dollars (\$5,000)</p>
OPS	23	Resolve	<p>The CCSC Contractor shall provide responses for those items that need research within 24 hours of any contact during days of operation, to be computed daily and, at a minimum, reported monthly.</p>	<p>HSD may assess liquidated damages of one thousand dollars (\$1,000) per business day charged to the Contractor for each 24 hours of noncompliance after the initial 24 hours.</p>
OPS	24	Resolve	<p>The CCSC Contractor shall ensure that ninety-five (95) percent of all calls do not exceed five (5) minute total hold time waiting for a CSR's return to the call.</p>	<p>HSD may assess liquidated damages of two thousand five hundred dollars (\$2,500) per occurrence of noncompliance.</p>
OPS		Resolve	<p>The CCSC Contractor shall ensure that the CSR checks back on the caller, at a minimum of, every thirty (30) seconds that the caller is placed on hold. To be computed per occurrence and, at a minimum, reported monthly.</p>	<p>HSD may assess liquidated damages of one thousand dollars (\$1,000) per occurrence of noncompliance.</p>

Phase	#	Category	Performance Standard	Liquidated Damages
OPS	25	Review	The CCSC Contractor shall submit all standing reports in accordance with stated requirements of this RFP, the contract, or upon direction of the Department.	HSD may assess liquidated damages of one thousand dollars (\$1,000) per business day charged to the Contractor per report for each day after the report due date until the report is received.
OPS	26	Review	The CCSC Contractor shall ensure that the Average Customer Satisfaction daily score is between 4 and 5 (based on a 1-5-point score where 1 is low and 5 is high to be computed monthly and, at a minimum, reported monthly.	<p>HSD may assess liquidated damages per month as specified below when the Average Customer Satisfaction performance fails to meet the performance standard.</p> <p>Average Customer Satisfaction score is between 3.0 and 3.9 per month; five thousand dollars (\$5,000)</p> <p>Average Customer Satisfaction score is between 2.0 and 2.9 per month; ten thousand dollars (\$10,000)</p> <p>Average Customer Satisfaction score is between 1.0 and 1.9 per month; twenty thousand dollars (\$20,000)</p>

APPENDIX L – OFFEROR QUESTIONNAIRE

In completing this questionnaire, select contact centers that provide services similar to those indicated in this RFP. Offeror must submit at least one questionnaire and not more than three. Offeror must complete an individual questionnaire for each selected contact center.

Contact Center Information:

Contact Center Name	_____
Contact Center Location	_____
Provided Service(s)	_____

1. How many inbound contacts per year are directed to your contact center(s)?

Contacts offered annually	_____
<i>(Contacts offered is the total number of contacts you receive in each year.)</i>	

2. Of all the contacts handled annually by your center, how many are handled by each of the following four categories?

Annual call volume received by your CSRs	_____
Annual call volume completely resolved by your CSRs	_____
Annual call volume handled completely by your IVR	_____
Annual non-call contact volume handled completely by CSRs	_____
Annual non-call contact volume handled completely by other automation (e.g., chat bots, AI, etc.)	_____

3. What is the total annual contact volume for the following categories

<u>Functions</u>	<u>Annual Volume</u>
Inbound Calls	_____
Outbound Calls	_____
E-mails	_____
On-line Web-chats	_____
Web Forms	_____
Text Messages	_____
Postal Mail	_____

4. How many CSRs work at your contact center?

Full-time CSRs	_____
<i>(A full-time CSR is considered as one who works 40 hours or more per week, or whatever equivalent used by your center. In some cases, full-time CSRs are counted at 36 hours per week. As this is an operational metric, the specific hours worked is less as important than the numbers of CSRs working in the capacity of a full-time CSR.)</i>	
Part-time CSRs	_____
<i>(A Part-time CSR is one who works a part-time schedule of less than 36 hours per week or whatever equivalent part-time cap is used by your center. In some cases, part-time CSRs are counted as CSRs that do not work more than 36 hours per week. As this is an operational metric, the specific hours worked is less as important than the numbers of CSRs working in the capacity of a part-time CSR.)</i>	

5. How many Full Time Equivalent CSRs (FTE) work at your contact center?

Full-Time Equivalents (FTEs)	_____
<i>(This is an operations and workforce metric that shows the amount of labor used in terms of full-time workforce. It is derived by adding the cumulative sum of labor hours for both full-time and part-time employees for a specified period and dividing its sum by 40)</i>	
<i>Total FTE's = (total average hours of full-time CSRs + total average hours of part-time CSRs)/40</i>	
Other(s) (please specify)	_____

6. If your CSRs do more than just answer inbound calls, what other functions do they perform?

<u>CSR Functions</u>	<u>Average Percentage of CSR Time</u>
Outbound Calls	_____ %
Respond to E-mails	_____ %
Respond to On-line Web-chats	_____ %
Respond to Web Forms	_____ %
Respond to Text Messages	_____ %
Respond to Postal Mail	_____ %
Other(s) (please specify)	_____ %

7. Which of the following types of contacts do your CSRs handle as a percentage of their total contacts handled?

Customer Service	_____ %
<i>(Providing quick and accurate answers to customer's questions, and/or logging and updating customer information.)</i>	
Taking and Tracking Requests for Services	_____ %
<i>(Taking and tracking requests for services.)</i>	
Technical Support to External Customers	_____ %
<i>(Handling external customer technical issues.)</i>	
Complaints	_____ %
<i>(Handling customer complaints.)</i>	
Re-directing Inbound Contacts	_____ %
<i>(Routing contacts to next available specialist.)</i>	
Others (please specify)	_____ %
<i>(Fill in the percentage of contacts handled that are of a type other than any of the options provided above.)</i>	

8. Over the past 12 consecutive months, what were your average inbound performance time-based metrics?

a. 80% of your calls are answered in how many seconds	_____
<i>(This is a productivity measurement of the average time in seconds it requires for the center to answer 80% of its calls offered. This differs from standard service level measurements that set a goal in time to which the center shall attempt to handle a prescribed volume of calls within. Use the following formula to calculate this value: Let X = your service level time; let Y = your service level percentage; S = the time in which 80% of calls are answered. $S = (X * .80) / Y$. For example, if you answer 93% of your calls in 20 seconds the results are as follows: $S = (20 * .80) / .93 = 17.20$ seconds.)</i>	
b. Average speed of answer (ASA) in seconds	_____
<i>(This is the total answer time (ring time and queue time) divided by the total number of calls answered during the target period. This value is often provided by your ACD)</i>	
c. Average talk time (ATT) in minutes (includes hold time)	_____
<i>(This is the sum of CSRs' time in talk mode divided by the total number of calls handled by CSRs.)</i>	
d. Average after call work time (ACWT) in minutes	_____
<i>(This is the sum amount of time CSRs spend on performing follow-up work after the CSR has disconnected from the caller, divided by the total number of calls handled by CSRs. The data for after call work time is taken from the ACD and should be calculated by individual and group, daily, weekly, and monthly. Most ACD systems provide this number.)</i>	
e. Average time in queue in seconds	_____

(This is the average wait time that a caller endures waiting for an CSR to answer the telephone after being placed in the queue by the ACD. This differs from average speed of answer because this calculation includes only calls that had a wait time. This metric is also known as average time of delay. Most ACD systems provide this number.)

f. Average caller hold time in seconds while on the phone with an CSR

(The cumulative sum of all hold times, divided by the number of calls placed on hold for the period measured. Most ACD systems provide this number.)

9. Over the past 12 consecutive months, what were your average inbound performance percentage-based metrics?

a. Average abandoned in percent	_____ %
<i>(This is the percentage of calls that were connected to the ACD but were disconnected by the caller before reaching an CSR, or before completing a process within the IVR.)</i>	
b. Contacts resolved on first contact in percent	_____ %
<i>(This is the percentage of contacts that were completely resolved during the first inbound contact initiated by the customer, and therefore do not require the customer to initiate additional contacts.)</i>	
c. CSR Occupancy in percent	_____ %
<i>(This is the total staffed time logged in to the ACD (including ready/available, engaged on call, in ACW, in AUX, or other active states), divided by the total scheduled hours at work.)</i>	
d. Adherence to schedule in percent	_____ %
<i>(This percentage represents how closely an CSR adheres to his/her detailed work schedule as provided by the workforce management system. 100% adherence means that the CSR was exactly where they were supposed to be at the time projected in their schedule. The scheduled time allows for meetings with the supervisor, education, plus answering customer phone calls, e-mails, chats, etc.)</i>	
e. Average attendance in percent	_____ %
<i>(This is a percentage representing how often an CSR is NOT absent from work due to an unplanned absence (not to include excused absences, i.e., vacation, FMLA, jury duty, etc.). Take the total number of unexcused absences and divide it by the total number of days that the CSR was expected to be at work and subtract that number from 100.)</i>	
f. Average contacts transferred or referred in percent	_____ %
<i>(The total number of contacts transferred or referred by CSRs (due to their inability to properly handle the request – for whatever reason), divided by the total number of unique contacts handled by CSRs. This would not include voluntary transfers to other departments after resolution occurs for the initial request reason.)</i>	
g. Average Auxiliary (Aux) Time in percent	_____ %
<i>(This is the average amount of time per shift, in percent, that an CSR is logged into an Aux state. This should include all authorized off-line time, i.e. time set aside for handling e-mails, training, or other job-related tasks.)</i>	
h. Average Utilization in percent	_____ %
<p><i>(CSR utilization is a calculated metric reflecting the percentage of a CSR's shift where the CSR is logged into the system, engaged in active customer contacts. Utilization equals the product of average contact handle time and the average number of inbound contacts per CSR per shift (ACPS), divided by total time the CSR is ready to handle contacts during a shift, i.e., occupancy in minutes.)</i></p> $Utilization = \left(\frac{(ATT + ACW)(ACPS)}{Occupancy_in_min.} \right) \times 10$	

10. What is the average number of contacts that a CSR handles per hour?

<i>(The total number of contacts handled per CSR per shift divided by the total hours worked.)</i>	_____
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11. What is the average number of shifts per year worked by your CSRs?

<i>(On average, a full-time CSR works approximately 250 shifts per year; however, the number of shifts worked by part-time CSRs may actually be more or less than this depending upon the average length of shifts and numbers of shifts worked per day. This may also be interpreted as the average number of times that a CSR reports to work.)</i>	
Full-Time CSRs	_____
Part-Time CSRs	_____

12. What is the average shift length in minutes of your CSRs?

<i>(Please provide scheduled work-time minutes only. Do not include lunch. For example, 480 minutes – 30 minutes for lunch = 450 work-time minutes.)</i>	
Full-Time CSRs	_____
Part-Time CSRs	_____

13. Does your contact center have a formal process to collect the customer’s satisfaction regarding their experience with how their contact was handled?

Yes (please describe)	_____
No	_____
<i>(By formal process, we mean an established routine process of gathering customer feedback regarding their recent contact experience, such as after-call IVR surveys, follow-up outbound (live CSR) calls, follow-up e-mail surveys, etc.)</i>	

14. On average, in the past 90 days what percentage of your customers gave you a perfect score on the question (or similar), “Overall, how satisfied were you with the service you received during your interaction with our center?”

<i>(“highest” score of 5 out of 5, or the top of whatever scale you use.)</i>	_____ %
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15. On average, in the past 90 days, what percentage of your customers gave you the lowest score on the question (or similar), “Overall, how satisfied were you with the service you received during your interaction with our company?”

<i>(“lowest” score of 1 out of 5, or the top of whatever scale you use.)</i>	_____ %
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16. Does your contact center have a formal mechanism for gathering CSR feedback and satisfaction?

Yes (please describe)	_____
No	_____
<i>(By formal process, we mean an established routine process of gathering CSR feedback regarding their experience with their supervisor, the company, their position, etc.)</i>	

17. On average, in the past 90 days, what percentage of your CSRs gave you a perfect score on the question, “Overall, how satisfied are you with your position and the organization?”

<i>(“highest” score of 5 out of 5, or the top of whatever scale you use.)</i>	_____ %
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18. On average, in the past 90 days, what percentage of your CSRs gave you the lowest score on the question, “Overall, how satisfied are you with your position and organization?”

<i>(“lowest” score of 1 out of 5, or the top of whatever scale you use.)</i>	_____ %
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19. What is the ratio of CSRs to supervisors (span of control)?

CSRs per supervisor	_____ #
<i>(Total CSR headcount divided by total number of supervisors, rounded to nearest whole value.)</i>	

20. What is the annual percentage turnover of your full-time CSRs?

<i>(The cumulative sum of CSRs leaving the Contact Center divided by the sum of active CSRs in that year.)</i>	_____ %
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21. How does your total annual full-time CSR turnover (Question 20 above) break down into the following two categories (by percentage)? Sum of percentages must Total 100 %

Promotional turnover	_____ %
<i>(This is the turnover caused by promotions within the contact center from “CSR” to some other position in the contact center, and/or promotions where CSRs go to other departments within the company.)</i>	
All Other Turnover	_____ %
<i>(This is all other turnover not related to promotions but related to and including voluntary and involuntary termination.)</i>	

22. For your inbound Email contact channel, what is your current average for the following Key Performance Indicators?

Description of Answer	Average
Average annual volume of Emails handled	_____
Average response time IN HOURS (use decimal if necessary)	_____
Average overall processing time, IN MINUTES (use decimal if necessary)	_____
Average First-Contact Resolution Rate in percent	_____ %

23. For your Web Chat contact channel, what is your current average for the following Key Performance Indicators?

Description of Answer	Average
Average annual volume of Web Chats handled	_____
Average speed of answer IN SECONDS (use decimal if necessary)	_____
Average chat session time IN MINUTES (use decimal if necessary)	_____
Average First-Contact Resolution Rate in percent	_____ %

Installed Technology

Software / Hardware Type	Definition	Have? (Y/N)	Vendor	Model/ Version / Release	Intended for NM Implementation (Y/N)
PBX	Public Business (or Branch) eXchange: a telephone switching device owned by a private company vs. one owned by a common carrier.				
ACD	An ACD is used to manage and distribute incoming calls to a specific group of terminals (CSRs) based upon configurable criteria (e.g., caller's language, request type, CSR skill level, caller's priority level, etc.).				
DTMF (Touch-tone) IVR	IVR provides self-service options to callers via menu choices selected with keys on a touch-tone telephone system. IVR allows incoming callers to access the information they need without having to talk to a person. Callers can help themselves by entering information via a touch-tone keypad on the phone. It operates on a strategically developed call flow and undergoes continuous tuning based on clients' interactions with the IVR.				
ANI / DNIS / Customer PIN Identification	Identifies the caller's identity using automatic number identification (ANI), direct number identification system (DNIS) or a customer-specific Personal Identification Number (PIN).				
Natural Language IVR	Enhanced IVR that provides options to callers via spoken menu choices and is coupled with speech recognition to recognize spoken responses from the caller. Well performing speech recognition software has grammars and data to recognize different dialects and an expansive vocabulary. It operates on a strategically developed call flow and undergoes continuous tuning based on clients' interactions with the IVR.				
Speech Recognition	Uses interpreted human speech that enables people to interact with a natural language IVR. This can also be used for caller identification.				
Personalized Voice Response Unit (VRU)	A VRU that delivers a personalized message and/or IVR menu selection based upon the identity of the caller.				

Installed Technology

Software / Hardware Type	Definition	Have? (Y/N)	Vendor	Model / Version / Release	Intended for NM Implementation (Y/N)
E-mail Management System	Provides tracking and routing of both inbound and outbound emails with links to the customer's contact records in the CRM.				
Email/Webmail Response System	Offers clients an alternate contact channel for communicating with a customer service contact center using email and/or webmail.				
FAX and e-FAX	A FAX is an image of a document made by electronic scanning and transmitted as data by telecommunication links. The image can be printed or captured electronically for storage to an Electronic Content Management System (ECMS) for storage and retrieval.				
Text and Instant Messaging	The ability to use a SMS text message or web-based instant messaging (IM) client to connect the customer to a CSR instantly.				
Web Contact Chat	Enables clients the ability to directly communicate with a live CSR or chatbot by keyboard via a chat link within the State's website.				
508 Compliant Channels	System fully comply with section 508 accessibility.				
Toll-Free Numbers	A toll-free telephone number or free phone number is a telephone number that is billed for all arriving calls instead of incurring charges to the originating telephone subscriber. For the calling party, a call to a toll-free number from a landline is free of charge. For this CCSC BPO project, the State wishes to use a single toll-free number.				
Voice Over Internet Protocol (VOIP)	Voice over Internet Protocol is a methodology and group of technologies for the delivery of voice communications and multimedia sessions over Internet Protocol networks, such as the Internet.				
Skills Based Routing	Enables the routing of calls to CSRs assigned a specific skill or set of skills. A common component of most ACD systems.				

Installed Technology

Software / Hardware Type	Definition	Have? (Y/N)	Vendor	Model / Version / Release	Intended for NM Implementation (Y/N)
Value Based Routing	A programmable form of Skills Based Routing targeted at Customer Value where customers are ranked in value and their calls are directed to designated CSRs (e.g., a CSR transfers a call to another ACD group. That caller is considered High Value).				
Pre-Routing to ACDs	The ability to route a customer to a specific IVR script and/or CSR with specialized skills (i.e. English, Spanish, etc.) by having the customer pressing a numeric or speaking an option.				
Universal Multi-Channel Queue/Blended Routing	The ability to route all contact channels of inquiries (email, chat, phone) to blended CSRs and CSR groups. This helps a CSR to be fully utilized and efficient with their time.				
Routing across ACDs	An advanced routing service that routes calls to the next-available-CSR through networked call centers. Used for Fail-over and to maintain service levels.				
Blended Routing	The ability to route all channels of inquiries (email, chat, phone) to a blended CSR. This helps a CSR to be fully utilized and efficient with their time.				
Routing beyond Contact Center	The ability to route the customer to another service (e.g., routing directly to State personnel or agency).				
Unified Cross-Channel Routing	The ability to escalate inquires to another channel of communication (i.e. from chat to co-browse, phone call, etc.).				
Competency Based Routing	The ability to route a call to a CSR who is the most competent in handling the call by looking at the attributes of a CSR. (e.g., Spanish speaking caller and the all CSRs who are primary Spanish speakers are occupied. The call will route to an available CSR whose secondary language is Spanish.).				

Installed Technology

Software / Hardware Type	Definition	Have? (Y/N)	Vendor	Model / Version / Release	Intended for NM Implementation (Y/N)
Multi-Criteria Routing	The ability to route based on multi criteria. (e.g., a client selects options for assistance with both Medicaid and Child Support. The call is routed to a CSR that can assist in both areas).				
No Queue, Hunt Group	This is the ability to ring all phones at the same time.				
ACD Based Queue	A call queuing system that is included as a component of the ACD.				
Music on Hold	Plays music to callers in the hold queue.				
Recorded Message while on Hold	Plays recorded messages to callers in the hold queue (e.g., directs caller to State website).				
Announced Wait Time in Queue	Intermittently announces the estimated wait time to callers in the hold queue.				
Virtualized Enterprise Queue	The ability to queue the calls at a centralized location until the next available CSR (at any site) can take the call.				
Courtesy Call-Back while in Queue / Intelligent Call-Back	Presents the option to callers in the hold queue to hang up without losing their place in queue and be called back when their call reaches the top of the queue, rather than waiting on hold. Available both during and after business hours. System will offer the client the option to be called back on the same or an alternate number and to select an approximate time for call-back in the afterhours option. The system places those calls in the proper queue at the time the client selected.				
Queue Prioritization	Prioritizes the queuing of callers based upon the caller's identity, moving high-value callers toward the front of the queue.				
Customer Cross-Sell Message while in Queue	Plays recorded messages about current agency initiatives or offerings that are relative to the caller as they are waiting in the hold queue (e.g., caller has been identified as qualifying for a service offering. The system could play a message about the service).				

Installed Technology

Software / Hardware Type	Definition	Have? (Y/N)	Vendor	Model / Version / Release	Intended for NM Implementation (Y/N)
Universal Multi-Channel Queue	The ability to integrate all contact channels into one queue so that the CSR is fully utilized.				
CSR Desktop with Computer Telephony Integration (CTI)	Computer Telephony Integration: enables the coordination and integration of computer and telephone systems. Functions of CTI include: Calling Line Information Display, Screen Population (on call answer), On Screen Dial, Preview and Predictive Dial, On-Screen Call Control, Call Script and Knowledge Base.				
Speech Synthesis	The ability for the IVR to provide self-service to the customer before they get routed to a CSR to resolve the issue (e.g., Client can make MCO selection options for Medicaid).				
CSR Pop-Ups	Automatically pops-up scripts on the CSRs' monitors (e.g., a CSR might be prompted to inform a Medicaid client that they have access to a free flu shot). This can also integrate with Voice AI.				

Installed Technology

Software / Hardware Type	Definition	Have? (Y/N)	Vendor	Model / Version / Release	Intended for NM Implementation (Y/N)
<p>Customer Relationship Management (CRM)</p>	<p>CRM software gives CSRs the 360° customer information they need to solve customer needs as quickly as possible. CRM can provide scripts that assist CSRs with answers to a customer's requests quickly. They can also be integrated with Voice Artificial Intelligence (AI) that listens for a caller's question and delivers the answer to the CSRs CRM Screen. Call center CSRs can also use the servicing application to document customer interactions that can be brought up if the caller needs more help in the future. Having a record can help CSRs resolve customer issues more efficiently. CRM systems enable an organization to provide insight to all customer interactions across agencies and departments. Because they provide visibility into customer interactions with an organization, they also help with case and issue management: routing customer issues or cases through internal processes and keeping the customer apprised throughout the entire case lifecycle.</p>				
<p>CSR Screen Pop</p>	<p>When CSRs using CTI receive incoming calls, a screen pop up is displayed showing the caller's account information on the CSR's computer screen. This saves time for both parties by giving the CSR the customer information needed to lead the call and solve the problem. CTI screen pop is often used in tandem with a unified desktop, so a CSR has complete access to customer data.</p>				
<p>Automated Personal Call-Backs</p>	<p>The ability to call a customer with automated information that pertains to them (e.g., CSED court reminder). Can be used with a Predictive Dialer.</p>				

Installed Technology

Software / Hardware Type	Definition	Have? (Y/N)	Vendor	Model / Version / Release	Intended for NM Implementation (Y/N)
Predictive Dialer	A predictive dialer automatically dials from a list of phone numbers. This saves CSR time as the dialer will detect busy signals, voicemail messages, disconnected phone numbers and when there is no answer. Predictive dialing is applicable across channels: mobile, text, social, chat and email. It detects a customer's channel of choice and delivers the interaction directly to a CSR upon answer. It can also be used to deliver proactive outreach in the case of an emergency or to educate a customer on where their case is in the queue.				
Contact Resolution using AI	Artificial Intelligence can be used in multiple ways. AI Chatbots, AI Email response, Voice AI are just a few of the current uses of AI. By the time this RFP is released, additional AI features will be introduced. Offerors are encouraged to provide an overview of the AI services they can offer.				
Presence- Based Expert Escalation	The ability to use an IM client to connect the customer to an expert instantly.				
Silent Call Monitoring	Enables contact center supervisors and quality monitors to capture, monitor, record and evaluate most customer/CSR interactions without the CSRs' or the callers' knowledge.				
CSR Trace	Permits tracing of any CSR actions while logged into the ACD.				

Installed Technology

Software / Hardware Type	Definition	Have? (Y/N)	Vendor	Model / Version / Release	Intended for NM Implementation (Y/N)
Contact Recording & Retrieval	Contact centers can use recording systems to capture all customer interactions. This is helpful should a CSR or manager need to review what happened on a contact. More advanced recording systems can record contacts, as well as any other interactions associated with the contact, such as emails and chat sessions. Contact monitoring can be historical, using recordings, or in real-time allowing a contact center supervisor to intercept an off-script or out of the norm contact and provide on-demand coaching. Contact recording goes together with automated analytics reporting to deliver in-the-moment insight that contact center leaders require.				
Contact Data Analytics	Report management system that provides reporting analytics on various CCSC measurements.				
Cradle to Grave Reporting	Report management system that provides reporting analytics on various CCSC measurements.				
Advanced Reporting & Analytics	The ability to aggregate data (e.g., Average Handle Time, First Call Resolution, etc.) and enable advanced statistical analysis (correlation, cross-tab, regression, etc.).				
Automated Customer Survey (IVR)	Gathers and analyzes caller satisfaction immediately following the call via the IVR.				
E-mail Satisfaction System	Solicits client satisfaction via post-contact email.				
Real-time CSR Feedback Tools	The ability to consult someone else (CSR to CSR, CSR to supervisor or CSR to specialist) during a call via a “whisper” or chat window on the CSR’s desktop.				
Actionable Alerts with Solutions	Provides contact center management the ability to keep the center’s performance level on par through an alert displaying when a CSR or KPI is out of compliance, allowing management to take appropriate actions to restore performance levels.				

Installed Technology

Software / Hardware Type	Definition	Have? (Y/N)	Vendor	Model/ Version / Release	Intended for NM Implementation (Y/N)
Workforce Management	Used for call forecasting and CSR scheduling through historical call and event data (e.g., manual and automated entry, social media and external source feeds). Other functions of workforce management may include skills-based scheduling, schedule adherence, time-off administration, performance management tools and reporting.				
CSR Satisfaction Survey	Provides CSRs an opportunity to give open and anonymous feedback regarding their scoring and comments about the company, department, supervisor/management and job. Improved and enhanced CSR satisfaction has been proven to have a direct correlation to customer satisfaction.				

APPENDIX M – SERVICE AND PROGRAM TYPES

This APPENDIX contains lists of potential inquiry types and services that will be processed by the Consolidated Customer Service Center (CCSC) for MAD, ISD, CSED, Office of Fair Hearings, Office of Inspector General, Providers and Constituent Services. Offerors may use this list to understand what services and programs they will process. Offerors are to keep in mind that additional details of this list will be flushed out during design sessions once the Contractor has been selected.

Processing can mean:

- The contact is resolved by a CSR
- The contact is resolved by automation
- The contact is transferred for resolution, either manually or through automation

Offerors will also use this list to identify potential training needs.

Within this APPENDIX the term “Tier” is used to define the teams, team levels or automation responsible for different actions. For this RFP the following terms apply:

- Tier 0 – Request processed by automation (e.g., IVR) to either resolved or transferred to higher tier.
- Tier 1 – CCSC CSR front line staff
- Tier 2 – CCSC Supervisor or Management Staff
- Tier 3 – Non-CCSC Staff (e.g., State, BPO Staff). Tier 3 is the final entity for contact resolution.

Within this APPENDIX the following terms are used:

- Resolve – Resolution of customer problems, questions or needs upon the first contact, with no follow-up required.
- Inquiry – Inquiry notated with a “1” permits the CSR to edit/update basic demographic information in data collection but not execute or certify those edits, based on business rules. Inquiry notated with a “2” permits the CSR to edit/update basic demographic as well as specified case changes in data collection, but not execute or certify those edits, based on business rules.
- Inquiry & Edit – Permits the CSR to edit data and execute or certify edits, based on business rules.
- Escalation – Activities or issues that if not completed or resolved quickly should be escalated, to the appropriate entity, based on business rules.

- Transfer – Applies primarily to Tier 0 when automation identifies that the inquiry is to be referred to a specific Tier or Tier group. Transfers from Tier 1 and Tier 2 may not have been identified in the tables but should be assumed when necessary or required. Additionally, a “transfer” to a BPO, HSD or State Staff may be implemented using other channel types (e.g., email, voice mail or advanced courtesy call back).

1. Medical Assistance Division (MAD)

The CCSC will handle customer contacts related to all aspects of the Medical Assistance Division, and provide information to individuals regarding the NM Medicaid program, including, but not limited to:

- The eligibility process;
- Program benefits of Centennial Care and Fee for Service Medicaid;
- Functions of a Managed Care Organization and information on how to reach the member’s MCO;
- Instructions on how to access services;
- Information on how to make changes to demographic;
- Provide verification of coverage;
- Beneficiary Support System:
 - Provide choice counseling to assist individuals seeking information about Centennial Care and the eligibility process.
 - Help individuals understand their choices of MCOs, provider networks, Value Added Benefits and the Grievance, Appeal and Fair hearing process.
 - Assist members with Long Term Services and Support (LTSS) eligibility related questions.

High level MAD service and inquiry types include, but are not limited to:

Service/ Inquiry Type	Description	Tier 0	Tier 1	Tier 2	Tier 3
Managed Care Organization					
Enrollment	Assist authorized representatives and recipients to enroll into MCO.	Resolve/ Transfer	Inquiry	Inquiry	Escalation (MCO)

Service/ Inquiry Type	Description	Tier 0	Tier 1	Tier 2	Tier 3
Enrollment	Enroll clients into managed care and make other changes required to maintain accurate client managed care lock-in information (e.g., new enrollment, MCO switches during open enrollment, and Native American opt-in/out).	Resolve/ Transfer	Inquiry	Inquiry	Escalation (MCO)
Enrollment	Disenroll a client when the client is no longer eligible for programs due to loss of Medicaid eligibility, change in health status, or other circumstances.	Resolve/ Transfer	Inquiry	Inquiry	Escalation (MCO)
Enrollment	Assist authorized representatives and recipients with card replacement as applicable (fee for service card replacement and MCO card replacement).	Resolve/ Transfer	Inquiry & Edit	Inquiry & Edit	Escalation (MAD/ MCO)
Choice Counseling	Assist authorized representatives and recipients currently enrolled into MCO including those who use long-term services and supports (LTSS).	Resolve/ Transfer	Inquiry & Edit	Inquiry & Edit	Escalation (MAD)
Choice Counseling	Assist authorized representatives and recipients with choice counseling for Managed Care Organizations (MCO).	Transferred to Tier 3 if > 90 days	Inquiry	Inquiry	Escalation (MCO)
Benefit Coverage					
Benefit	Respond to inquiries regarding summary of benefits coverage.	Resolve/ Transfer	Inquiry	Inquiry	Escalation (MCO)
Benefit	Assist authorized Providers with level of care status.	Resolve/ Transfer	Inquiry	Inquiry	Escalation (MCO)

Service/ Inquiry Type	Description	Tier 0	Tier 1	Tier 2	Tier 3
Billing	Respond to inquiries regarding Explanation of Benefits and claims submitted for payment.	Resolve/ Transfer	Inquiry	Inquiry	Escalation (MCO)
Co-pays/ Premiums	Respond to inquiries regarding Explanation of Benefits and claims submitted for payment.	Resolve/ Transfer	Inquiry	Inquiry	Escalation (MCO)
Co-pays/ Premiums	Respond to inquiries regarding explanation of premiums and deductibles.	Resolve/ Transfer	Inquiry	Inquiry	Escalation (MCO)
PED (Presumptive Eligibility Determiners) Provides Medicaid services for specific services, not to exceed one month, determinations can only be made by certified staff.					
Application	Assist authorized representatives, recipients and providers with PE application completion and status.	Resolve/ Transfer	n/a	Inquiry	Escalation (MAD)
Determiners	Assist existing and pending PE Determiner's with validation of their provider application status.	Resolve/ Transfer	Inquiry	Inquiry	Escalation (MAD)
General					
IC/Waiver Applications	Assist authorized representatives and recipients with application process including inquiries as it relates to the waitlist.	Resolve/ Transfer	n/a	Inquiry	Escalation (MAD or appropriate waitlist owner)
MI Via/Self-Directed Community Benefit (SDCB)	Assist authorized representatives and employees of MI VIA participants with general inquiries and time card submission.	Resolve/ Transfer	Inquiry	Inquiry	Escalation (BPO)
Client Medical Travel	Assist authorized representatives, recipients and providers regarding payment status.	Resolve/ Transfer	Inquiry	Inquiry	Escalation (HSD)

Service/ Inquiry Type	Description	Tier 0	Tier 1	Tier 2	Tier 3
Provider Management					
Provider Registration	Assist Provider with enrollment application, status, provider types, specialties and services, and provider billing methods.	Resolve/ Transfer	Inquiry	Inquiry	Escalation (HSD)
Prior Authorization	Furnish providers the ability to request prior authorizations.	Resolve/ Transfer	Inquiry/R esolve	Inquiry/ Resolve	Escalation (BPO/HS D)
Prior Authorization	Provide status of prior authorizations.	Resolve/ Transfer	Inquiry	Inquiry	Escalation (BPO/HS D)
Obtain Member Eligibility	Provide verification of individual eligibility for a single date of service, including category of eligibility, managed care enrollment, lock-in, other insurance, and Medicare coverage.	Resolve/ Transfer	Inquiry	Inquiry	Escalation (BPO/HS D)
Claims (Inquiry)	Support general inquiries by providers regarding the status of claim processing, claim payment(s) and proper billing procedures.	Resolve/ Transfer	Inquiry/R esolve	Inquiry/ Resolve	Escalation (BPO/HS D)
Claims (Update)	Furnish providers with claim status information.	Resolve/ Transfer	Inquiry	Inquiry	Escalation (BPO/HS D)
Claims (Submission)	Assist providers with claim submission, adjustments and status.	Transfer	Inquiry	Inquiry	Escalation (BPO/HS D)
TPL coverage	Provider inquiries regarding Member coverage data.	Transfer	Transfer	n/a	Escalation (BPO)

Service/ Inquiry Type	Description	Tier 0	Tier 1	Tier 2	Tier 3
Complaint/ appeal hearing submission	Assist providers in initiating a request for claim reconsiderations.	n/a	Inquiry	n/a	Escalation (HSD)
Complaint/ appeal hearing status	Provide status of an existing appeals request.	Resolve/ Transfer	Inquiry	Inquiry	Escalation (HSD)
Provider Account Maintenance	Assist providers with updating Provider demographics and submitting meaningful use of attestation forms. CSR will obtain and enter information and update. Actual approval of data will be completed by BPO or HSD.	Resolve/ Transfer	Inquiry	Inquiry	Escalation (BPO/HSD)
Provider Portal Maintenance	Assist providers with Portal security/access, password reset.	Resolve/ Transfer	Inquiry	Inquiry	Escalation (BPO/HSD)
Specialized Providers	Assist Native American Based-Providers, IHS, Tribal 638 and School Based Providers regarding billing and claim payment issues experienced by these providers.	Resolve/ Transfer	Inquiry	Inquiry	Escalation (BPO/HSD)
Pharmacy	All pharmacy related inquiries and requests.	Transfer	Transfer	Transfer	Escalation (TBD)
EDI/HIPAA Translation Services and Trading Partner Management	All requests regarding EDI/HIPAA translation service and Trading Partner Management transactions.	Inquiry/R esolve	Inquiry/R esolve	Inquiry/ Resolve	Escalation (BPO)
HIPAA Privacy and Security	All inquiries regarding HIPAA privacy and security guidelines.	n/a	Inquiry/R esolve	Inquiry/ Resolve	Escalation (HSD)

Service/ Inquiry Type	Description	Tier 0	Tier 1	Tier 2	Tier 3
HIPAA Help Desk	Assist all Providers and Trading Partners regarding all the operation, processes and documentation for HIPAA, EDI and TPMS transactions (e.g., ASC X12 transactions, electronic claims submissions, Companion Guides)	Inquiry/Resolve	Inquiry/Resolve	Inquiry/Resolve	Escalation (BPO)

2. Income Support Division (ISD)

The CCSC will handle customer contacts related to all aspects of the Income Support Division, and provide information to individuals regarding the NM Public Assistance programs, including, but not limited to:

- The eligibility process;
- Program benefits and payment, to include replacement of payment cards;
- Information regarding program compliance and reporting;
- Instructions on how to access services;
- Information on how to make changes to demographic information;
- Provide verification of eligibility.

The CCSC will not complete any eligibility interviews or make case changes beyond those agreed upon by business rules. To handle these “exceptions” the CCSS would implement an escalation or transfer to the appropriate Tier 3.

ISD service and inquiry types include, but not limited to:

Service/ Inquiry Type	Description	Tier 0	Tier 1	Tier 2	Tier 3
SNAP (Supplemental Nutrition Assistance Program) Designed to assist in supplementing low income households with nutritional needs, includes Expedited and Disaster SNAP Services.					
SNAP Application	Provide authorized representatives and applicants with application status and interview information. Provide application submission assistance to potential recipients.	Resolve/ Transfer	Inquiry ¹	Inquiry & Edit	Escalation (ISD)
SNAP Payment	Assist authorized representatives and recipients with EBT activations, balance inquiry and card replacement.	Resolve/ Transfer	Inquiry	Inquiry	Escalation (FIS)

Service/ Inquiry Type	Description	Tier 0	Tier 1	Tier 2	Tier 3
SNAP Eligibility	Provide authorized representatives and recipients with SNAP verification of eligibility. Respond to inquiries regarding eligibility requirements, benefit amount, access & use. Assist potential recipients with inquiries regarding general eligibility and access to benefits.	Resolve/ Transfer	Inquiry ¹	Inquiry ²	Escalatio n (ISD)
SNAP Compliance & Reporting	Respond to inquiries regarding non-work program disqualifications and reporting requirements.	Resolve/ Transfer	Inquiry	Inquiry	Escalatio n (ISD)
SNAP Work Program	Assist authorized representatives and recipients with SNAP work program inquiries and program compliance status.	Resolve/ Transfer	Inquiry	Inquiry	Escalatio n (NMW)
Cash					
HSD offers several Federal and State Funded financial and employment related assistance programs designed to assist low income disabled adults, low income adults with children and Refugees entering the U.S.					
Cash Application and Activations	Assist authorized representatives and applicants with application status and interview information. Provide application submission assistance to potential recipients.	Resolve/ Transfer	Inquiry ¹	Inquiry	Escalatio n (ISD)

Service/ Inquiry Type	Description	Tier 0	Tier 1	Tier 2	Tier 3
Cash Payment	Assist authorized representatives and recipients with card activations, balance inquiry and card replacement.	Resolve/ Transfer	Inquiry ¹	Inquiry ²	Escalatio n (FIS)
Cash Eligibility	Provide authorized representatives and recipients with verification of eligibility. Respond to inquiries regarding eligibility requirements, benefit amount, access & use. Assist potential recipients with inquiries regarding general eligibility and access to benefits.	Resolve/ Transfer	Inquiry ¹	Inquiry ²	Escalatio n (ISD)
Cash Compliance & Reporting	Respond to inquiries regarding non-work program sanctions and reporting requirements.	Resolve/ Transfer	Inquiry	Inquiry	Escalatio n (ISD)
Cash Assistance Work Program Sanction	Assist authorized representatives and recipients with Cash work program inquiries and program compliance status.	Resolve/ Transfer	Inquiry	Inquiry	Escalatio n (NMW)
Cash Assistance Child Support Sanction	Assist authorized representatives and recipients with Child Support sanction inquiries and program compliance status.	Resolve/ Transfer	Inquiry	Inquiry	Escalatio n (CSED)
Low Income Home Energy Assistance Program (LIHEAP)					
LIHEAP Application	Provide authorized representatives and applicants with SNAP application status and interview information. Provide application submission assistance to potential recipients.	Resolve/ Transfer	Inquiry ¹	Inquiry ²	Escalatio n (ISD)

Service/ Inquiry Type	Description	Tier 0	Tier 1	Tier 2	Tier 3
LIHEAP Payment	Respond to inquiries from authorized representatives and recipients regarding vendor and non-vendor payment issuance, receipt and amount.	Resolve/ Transfer	Inquiry	Inquiry	Escalatio n (ISD)
LIHEAP Eligibility	Provide authorized representatives and recipients with verification of eligibility. Respond to inquiries regarding eligibility requirements, benefit amount, access & use. Assist potential recipients with inquiries regarding general eligibility and access to benefits.	Resolve/ Transfer	Inquiry ¹	Inquiry	Escalatio n (ISD)
Vendor Management	Assist vendors servicing customers to include, regular, crisis and emergency aid. Respond to inquiries from vendors regarding payment issuance, receipt and amount.	Resolve/ Transfer	n/a	Inquiry	Escalatio n (ISD)
Medicaid Affordable Care Categories Designed to provide certain essential health care services available to eligible New Mexico residents (including adults, children and pregnant women) who otherwise would not have the financial resources to obtain them.					
ACA Application	Provide authorized representatives and applicants with application status information. Provide application submission assistance to potential recipients.	Resolve/ Transfer	Inquiry ¹	Inquiry ²	Escalatio n (ISD)

Service/ Inquiry Type	Description	Tier 0	Tier 1	Tier 2	Tier 3
ACA Eligibility	Provide authorized representatives and recipients with verification of eligibility. Respond to inquiries regarding eligibility requirements. Assist potential recipients with inquiries regarding general eligibility and access to benefits.	Resolve/ Transfer	Inquiry ¹	Inquiry ²	Escalatio n (ISD)
Medicaid Adoption/ Foster Care Designed to provide certain essential health care services available to eligible New Mexico foster care children and former foster care children if adopted.					
Adoption/ Foster Care Application	Provide authorized representatives and applicants with application status information. Provide application submission assistance to potential recipients.	Resolve/ Transfer	Inquiry	Inquiry	Escalatio n (CYFD)
Adoption/ Foster Care Eligibility	Provide authorized representatives and recipients with verification of eligibility. Respond to inquiries regarding eligibility requirements. Assist potential recipients with inquiries regarding general eligibility and access to benefits.	Resolve/ Transfer	Inquiry	Inquiry	Escalatio n (CYFD)
Medicaid Non-ACA Various assistance programs designed to provide certain essential health care services available to individuals: receiving Supplemental Security Income (SSI); who are under 1 year of age; with Breast or Cervical Cancer; that are working disabled; with certain non-immigrants.					
Applications	Provide authorized representatives and applicants with application status information. Provide application submission assistance to potential recipients.	Resolve/ Transfer	Inquiry	Inquiry	Escalatio n (ISD)

Service/ Inquiry Type	Description	Tier 0	Tier 1	Tier 2	Tier 3
Eligibility	Respond to inquiries regarding eligibility requirements.	Resolve/ Transfer	Inquiry	Inquiry	Escalatio n (ISD)
MSP (Medicare Savings Program) Designed to provide Medicare recipients with Medicare Part A (Hospital Insurance) and Medicare Part B (Medical Insurance) deductibles, coinsurance, and copayments.					
MSP Application	Provide authorized representatives and applicants with application status information. Provide application submission assistance to potential recipients.	Resolve/ Transfer	Inquiry ¹	Inquiry ²	Escalatio n & Edits (ISD)
MSP Eligibility	Provide authorized representatives and recipients with verification of eligibility. Respond to inquiries regarding eligibility requirements. Assist potential recipients with inquiries regarding general eligibility and access to benefits.	Resolve/ Transfer	Inquiry ¹	Inquiry ²	Escalatio n & Edits (ISD)
MSP Premium/ Buy-in	Respond to inquiries from authorized representatives and recipients regarding premium buy-in effective date.	Resolve	Inquiry ¹	Inquiry ²	Escalatio n & Edits (MAD)
Home and Community Based Waivers & Institutional Care Designed for aged, blind or disabled individuals receiving care in an institution or those seeking institutional level care in their home or community					
Applications	Provide authorized representatives and applicants with application status. Provide application submission assistance to potential recipients.	Resolve/ Transfer	Inquiry	Inquiry	Escalatio n (ISD)

Service/ Inquiry Type	Description	Tier 0	Tier 1	Tier 2	Tier 3
Eligibility	Provide authorized representatives and recipients with verification of eligibility. Respond to inquiries regarding eligibility and reporting requirements. Assist potential recipients with inquiries regarding general eligibility.	Resolve/ Transfer	Inquiry	Inquiry	Escalation (ISD)

3. Child Support Enforcement Division (CSED)

The CCSC will handle customer contacts related to all aspects of the Child Support Enforcement Division (CSED), and provide information to parties of New Mexico child support cases, attorneys for parties to a CSED case, employers, CSED staff, government officials and the public inquiring about child support cases including, but not limited to:

- The application process;
- Assist individuals checking on case status, including but not limited to information related to payments, amounts due, court dates;
- Use technology, as appropriate, to handle incoming calls and other forms of contact, and to conduct outbound calls, electronic communications, auto-calling, text messaging and other types of communications;
- Generate and mail forms and correspondence upon request;
- Instructions on how to access services;
- Information on how to make changes to demographic information;
- Provide verification of demographic information.

Some requests and updates may need to be entered directly into Child Support Enforcement System (CSES). Access to CSES will only be allowed for on-premise CCSC Staff. The Contractor’s Home Staff will not have access to CSES.

NOTE: In the current configuration, and due to CSES system limitations, no transfers are made directly to CSED staff. CSED staff are informed of all customer contact requests using the CSES Case Notes system called “Morning Mail”, except for urgent inquiries that will sent by e-mail to the appropriate supervisors

CSED service and inquiry types include, but not limited to:

Service/ Inquiry Type	Tier 0	Tier 1	Tier 2	Tier 3
Callback				
Court Hearing Reminder	Resolve/ Transfer	Inquiry	Inquiry	Escalation (CSED)
Enforcement				
Appointment/Walk-in	n/a	n/a	n/a	CSED
Asset lien and seizure	n/a	Inquiry	Inquiry	Escalation (CSED)
Bench Warrant	n/a	Inquiry	Inquiry	Escalation (CSED)
Case Status	Resolve/ Transfer	Inquiry	Inquiry	Escalation (CSED)
Court Date	Resolve/ Transfer	Inquiry	Inquiry	Escalation (CSED)
Credit Report	n/a	n/a	n/a	Inquiry
Financial Institution Data Match (FIDM)	n/a	Inquiry	Inquiry	Escalation (CSED)
General Child Support Enforcement Questions	n/a	Inquiry	Inquiry	Escalation (CSED)
Hearing	Resolve/ Transfer	Inquiry	Inquiry	Escalation (CSED)
Income Withholding and Turnaround Documents	n/a	Inquiry	Inquiry	Escalation & Edit (CSED)
Interstate	n/a	Inquiry	Inquiry	Escalation (CSED)
Interstate Redirect	n/a	Inquiry	Inquiry	Escalation (CSED)
License Suspension	Resolve/ Transfer	n/a	n/a	CSED
National Medical Support Notice (NMSN)/Medical Support Order	n/a	Inquiry	Inquiry	Escalation (CSED)
Tax Offset/Passport	n/a	Inquiry	Inquiry	Escalation (CSED)
Establishment				
Appointment/ Walk-in	n/a	n/a	n/a	CSED

Service/ Inquiry Type	Tier 0	Tier 1	Tier 2	Tier 3
Court Date	Resolve/ Transfer	Inquiry	Inquiry	Escalation (CSED)
Genetic Testing	n/a	Inquiry	Inquiry	Escalation (CSED)
Interstate	n/a	Inquiry	Inquiry	Escalation (CSED)
Child Support Applications	Resolve/ Transfer	Inquiry	Inquiry	Escalation (CSED)
Child Support Non- Cooperation/TANF Sanctions	Resolve/ Transfer	Inquiry	Inquiry	Escalation (CSED)
General				
Address Change	Resolve/ Transfer	Inquiry	Inquiry	Escalation (CSED)
Arrears Management Program	n/a	Inquiry	Inquiry	Escalation (CSED)
Attorney	n/a	Inquiry	Inquiry	Escalation (CSED)
Bankruptcy	n/a	Inquiry	Inquiry	Escalation (CSED)
Case Status	Resolve/ Transfer	Inquiry	Inquiry	Escalation (CSED)
Custody/visitation	n/a	Inquiry	Inquiry	Escalation (CSED)
Dispute	n/a	Inquiry	Inquiry	Escalation (CSED)
Federal Tax Question	n/a	Inquiry	Inquiry	Escalation (CSED)
General Child Support Questions	n/a	Inquiry	Inquiry	Escalation (CSED)
Non-CSED Call	n/a	Inquiry	Inquiry	Escalation (CSED)
Power of Attorney	n/a	Inquiry	Inquiry	Escalation (CSED)
Provided New Information	Resolve/ Transfer	n/a	n/a	CSED

Service/ Inquiry Type	Tier 0	Tier 1	Tier 2	Tier 3
Request Case Closure	Resolve/ Transfer	Inquiry	Inquiry	Escalation (CSED)
Website	n/a	Inquiry	Inquiry	Escalation (CSED)
Generate and Mail Forms and Correspondence				
Affidavit of Missing Payment	n/a	Inquiry	Inquiry	Escalation (CSED)
Auto withdrawal form	n/a	Inquiry	Inquiry	Escalation (CSED)
Direct Deposit Form	Resolve/ Transfer	Inquiry	Inquiry	Escalation (CSED)
Navajo Nation Application	n/a	Inquiry	Inquiry	Escalation (CSED)
Non-Custodial Parent (NCP) Intercept Form Spouse Intercept Form	n/a	Inquiry	Inquiry	Escalation (CSED)
Non-Custodial Payment Receipt (NCPR) - Payment Record	n/a	Inquiry	Inquiry	Escalation (CSED)
Payment History	Resolve/ Transfer	Inquiry	Inquiry	Escalation (CSED)
Medical				
Medical Support Enforcement and National Medical Support Notice	n/a	Inquiry	Inquiry	Escalation (CSED)
Modifications				
Court Date	Resolve/ Transfer	Inquiry	Inquiry	Escalation (CSED)
Court Order Modification (Review or Adjustment)	n/a	n/a	n/a	CSED
Financial Affidavit	n/a	Inquiry	Inquiry	Escalation (CSED)
Motion to Establish Payment Plan (MEPP)	n/a	n/a	n/a	CSED

Service/ Inquiry Type	Tier 0	Tier 1	Tier 2	Tier 3
Modification Status	n/a	n/a	n/a	CSED
Requested Modification	n/a	n/a	n/a	CSED
Payment				
Balance	Resolve/ Transfer	Inquiry	Inquiry	Escalation (CSED)
Bond Payment	n/a	Inquiry	Inquiry	Escalation & Edit (CSED)
Direct Deposit	Resolve/ Transfer	Inquiry	Inquiry	Escalation (CSED)
Federal involuntary payment	n/a	Inquiry	Inquiry	Escalation (CSED)
Medical Support	Resolve/ Transfer	Inquiry	Inquiry	Escalation (CSED)
Non-Custodial Parent Billing	Resolve/ Transfer	Inquiry	Inquiry	Escalation (CSED)
Notice of Wage Withholding Income (NWI)	Resolve/ Transfer	Inquiry	Inquiry	Escalation (CSED)
Pay History	Resolve/ Transfer	Inquiry	Inquiry	Escalation (CSED)
Payment Distribution	Resolve/ Transfer	Inquiry	Inquiry	Escalation (CSED)
Payment Processing Only	n/a	Inquiry	Inquiry	Escalation (CSED)
Prepaid Debit Card (PDC)	n/a	Inquiry	Inquiry	Escalation (CSED)
Receipt and Distribution of Funds	Resolve/ Transfer	Inquiry	Inquiry	Escalation (CSED)
Recoupment Fees	n/a	Inquiry	Inquiry	Escalation (CSED)
Refund	n/a	Inquiry	Inquiry	Escalation (CSED)
State involuntary payment	n/a	Inquiry	Inquiry	Escalation (CSED)

4. General Services

General services and inquiry types are applicable to MAD, ISD and CSED and include, but are not limited to:

Service/Inquiry Type	Tier 0	Tier 1	Tier 2	Tier 3
Fair Hearings				
Requesting a fair hearing	Resolve/ Transfer	n/a	Edit	Escalate (ISD or FHB)
Provide status of an existing fair hearing	Resolve/ Transfer	Inquiry	Inquiry	Escalate (ISD or FHB)
Status of an interview	Resolve/ Transfer	Inquiry	Inquiry	Escalate (ISD or FHB)
Request reschedule of fair hearing	Resolve/ Transfer	n/a	n/a	Escalate (FHB)
OIG				
Report potential fraud	Resolve/ Transfer	n/a	n/a	Escalate (OIG)
Constituent Services				
Report concerns/complaints	Resolve/ Transfer	n/a	n/a	Escalate (OOS)
Restitutions				
Status of existing claim to include payment amount and balance	Resolve/ Transfer/ Transfer	Inquiry	Inquiry	Escalate (ASD)
Request to make a payment	Resolve/ Transfer	n/a	n/a	Escalate (ASD)
Request to change payment type/source	Resolve/ Transfer	n/a	n/a	Escalate (ASD)
YESNM				
Support YESNM users with navigation and password resets and portal support	Resolve/ Transfer	Inquiry & Edit	n/a	Escalate (HD)
Assist Recipients in linking YESNM accounts to their ISD Case Number	Resolve/ Transfer	Inquiry & Edit	n/a	Escalate (HD)

Service/Inquiry Type	Tier 0	Tier 1	Tier 2	Tier 3
Respond to all emails submitted to YESNM webmail and if unable to answer will be forwarded to ISD	n/a	Inquiry & Edit	n/a	Escalate (ISD)
Assist Recipients in completing YESNM Applications	Transfer	Inquiry & Edit	Inquiry & Edit	Escalate (ISD)
Miscellaneous				
Assist Recipients and collect the reason for inquiry, what the CSR disclosed to requester, and transfer details (time, to whom and organization)	n/a	Inquiry	Inquiry	Escalate