

NEW MEXICO HUMAN SERVICES DEPARTMENT

REQUEST FOR PROPOSALS

**HEALTH AND HUMAN SERVICES 2020 - MEDICAID
ENTERPRISE MANAGEMENT INFORMATION SYSTEM**

SYSTEM INTEGRATOR



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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) Enterprise Project. The MMISR Solution will be comprised of multiple modules using business process outsourcing (BPO) contracts, encompassing both technology-based components and business process optimization.

The purpose of this Request for Proposals (RFP) is to solicit proposals for a Contractor to design, implement, maintain and operate the System Integrator (SI) module of the NM MMISR Solution. The State is seeking a SI 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.

The selected SI Contractor will provide services to: (1) perform and manage 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 leadership related to implementation and integration of the subsequent MMISR modules and Contractors; and (4) support attainment of CMS Certification for the SI 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 Level IV.

The selected Contractor from this procurement will work collaboratively with the NM HSD PMO and other staff, with other Contractors and Stakeholders associated with the MMISR Project, including all selected module Contractors.

The selected Offeror will provide professional design, development, implementation, maintenance, operation, integration and project/program management services for its module. The Offeror must demonstrate experience, knowledge and the capacity necessary to perform the services described in this RFP.

Module procurements will result in a single award. 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.

As part of the State's commitment to maximizing the benefits of a modular MMISR Solution, which includes no longer being dependent on a single MMIS Vendor, each Offeror may win no more than two MMISR module procurements. The selected SI Contractor may not win any other module procurement as the Prime Vendor. The selected SI Contractor may be a subcontractor on other modules.

B. HHS MMISR PROJECT VISION

The MMISR Project is part of NM HSD's Health and Human Services (HHS) 2020. HHS2020 is an Enterprise vision for transforming the way HHS services and programs are delivered to New Mexico citizens. HHS 2020 is not limited to technology; it encompasses a re-evaluation of processes and organization structures used to manage and deliver program services, efforts to work across organizational boundaries to more effectively manage and deliver all HHS services in the state and transition from current operating models to an outcomes based focus for our work. Through the MMISR Project, HSD will implement the technology foundation for HHS 2020. It is expected that the Vendor's proposed Solution will provide not only a technical solution, but a solution that affords the State the opportunity to incorporate business process improvements.

The HHS 2020 Framework is intended to support multiple programs in the NM HHS Enterprise that are supported by the MMIS. Our vision for the future is that the MMISR Solution will enable us to reduce costs while improving member health outcomes. To achieve this, the MMISR Solution must have the capability to support informed and timely decision-making both at the policy administration level and at point of care, while promoting service coordination, transparency and accountability. The State expects all prospective Vendors to understand and be familiar with MITA Business Processes. Upon contract award, the selected Contractor will be required to map the MITA Business Processes to the MMISR Framework.

The MMISR Solution, which incorporates all modules as well as the existing Integrated Eligibility and Enrollment System (ASPEN), must be:

1. Modular:

Use a modular approach that is design-independent and has modules that can be changed without extensive impact. The modular approach is intended to create a framework aligned with MITA Version 3.0, which supports New Mexico's goal of operating Medicaid functions at a MITA maturity level 4 in all business and technical areas, as outlined in the 2015 MITA State Self-Assessment, which can be found in the Procurement Library.

2. Compliant with Federal Standards:

Comply with the CMS Seven Conditions and Standards (SCS); promote the use of industry standards for information exchange and interoperability, and provide a seamless business services environment for users. The MMIS must comply with CMS MITA 3.0 requirements as well as with all other applicable Federal requirements and standards.

3. Eligible for Maximum Federal Financial Participation (FFP):

Is designed and implemented to qualify for and secure enhanced FFP for development, implementation and operation of the MMISR. Development and implementation of the modular MMISR Solution must be done in a way to ensure CMS certification. Contractor must support the State in maintaining eligibility for FFP for the design,

development, installation and enhancement of mechanized claims and encounter processing and information retrieval, as specified under 42 CFR 433.112, by implementing a modernized system that meets the certification conditions specified by Federal regulation.

4. Tools Driven:

Provide information management and business intelligence tools to assist the State in effectively managing Medicaid and related health and human service programs.

5. Adaptable:

As noted previously, the MMISR Solution is intended to encompass technology-enabled elements and services as well as BPO modules. The State's goal in adopting this approach is to provide an extensible, flexible and soundly designed framework that can adapt over time to changing programmatic needs, solution approaches and technologies. The MMISR Solution must be standards based to facilitate interoperability and maintainability. The State seeks to implement a flexible, rules based, modular, configurable Solution to enhance decision-making and increase management efficiencies. The State seeks to use Service Oriented Architecture (SOA) principles to deliver interoperability to support modernization and enable continual Enterprise evolution to meet evolving business needs. In addition, the State seeks a highly configurable and flexible system that can enable the expansion of technological capabilities to other State and Federal agencies and incorporates the capability to take timely advantage of changing technology.

6. Sustainable:

Working hand-in-hand with the adaptability objective, the State seeks a MMISR Solution that can be efficiently sustained and affordably maintained throughout its life, while offering enhanced program support and customer experience. It is imperative that a balance is achieved to deliver a modular and extensible networked system while sustaining quality data, integrity of Medicaid program operations (and those of other HHS Enterprise participants) and offering adaptability to meet changing needs.

7. Analytics Friendly:

The new MMIS will include an Enterprise Data Services (EDS) component encompassing business intelligence, analytics and use of a Master Data Management (MDM) tool provided by the System Integrator. The goal of this component is for the State to have ready and flexible access to accurate, timely information needed to support reporting, to support insightful management of the Medicaid Enterprise, to evaluate performance, to enable cost savings, to inform policy and process decisions and to enable population health management and outcomes focused approach to benefit delivery and management.

8. Service Focused:

Technology based modules should be modifiable by user configuration, rather than through constant custom coding that would result in yet another one-off MMIS. Modules should offer adaptable services that can take advantage of evolving

technology and/or expanded capacity and that allow Commercial-Off-The-Shelf (COTS) products to be installed, integrated and upgraded through scheduled releases when such installations are appropriate and to the State's advantage.

9. An Enterprise Solution:

The State is not seeking Medicaid-only solutions. The MMISR Solution will provide a framework to support the broader NM HHS Enterprise and will serve as an information gateway for all NM HHS Stakeholders. The Solution must support effective automation and paperless transactions across traditional program lines, facilitate data access and exchange in real-time while ensuring compliance with privacy and security and enable effective and timely transfer of information to program users. In addition, the Solution is envisioned to include a consolidated, easy-to-use and appealing user interface (e.g., portal, social media, call center) to provide an enhanced customer service experience for providers and clients.

II. HUMAN SERVICES DEPARTMENT VISION

This Section introduces the New Mexico (NM) Human Services Department (HSD) Vision and plans related to the MMISR Project. Subsection A provides an overview of HSD's Health and Human Services (HHS) 2020 Vision, which provides context and long-term goals that guide the MMISR Project. Subsection B summarizes HSD's approach to MMISR, including the conceptual architecture, procurement approach, estimated timeline and relationships among procurements. Subsection C introduces the environment in which the State, Contractors and the MMISR Solution must operate. Subsection D presents the current governance structure for the HHS 2020 initiative, which at this time encompasses both the MMISR Project and the Child Support Enforcement System Replacement (CSESR) Project.

A. HHS 2020 VISION

Historically, HSD and HHS programs and systems were developed and operated in silos. Major programs, such as Medicaid, traditionally were supported through very large, monolithic systems typically Contractor developed and operated. Systems were typically proprietary "one off" solutions from a single Vendor. Options for changes or improvements were expensive or not feasible. When these endeavors were undertaken they were time consuming and risky to both the customer and the Vendor. While this approach allowed successful program operation for decades, it also has a number of drawbacks, including:

1. Large, monolithic systems are expensive to build and maintain and often lack flexibility to respond quickly to programmatic, technology or information changes; and
2. The program-centric approach and the attendant cost, redundancy and lack of flexibility becomes embedded not just in technology, but also in organization structure, business processes, communications, data collection and reporting and Stakeholder interaction.

The HHS 2020 Vision is about a transformational, Enterprise approach to the health and human services business. Fundamentally, HHS 2020 is about moving from a program-centric structure to a Stakeholder-centric structure. This involves moving

away from program and technology silos into an integrated, flexible framework that supports service provision and Stakeholder interaction across HHS programs and organizations.

HHS 2020 is technology-enabled, but represents much more, including rethinking organizational design, redesigning and streamlining business processes and reducing barriers between organizations within the HHS Enterprise. Initially HHS 2020 implementation is focused on HSD programs and systems; however, the vision is to include the entire HHS Enterprise, serving all HSD divisions and other NM HHS organizations such as the Department of Health (DOH); the Children, Youth and Families Department (CYFD); the Aging and Long-Term Services Department (ALTSD) and more.

Additionally, the NM HHS 2020 Vision takes a fresh look at how to obtain needed support moving from a strict technology focus to a combination of technology and outsourced services that take advantage of commodity capabilities in the marketplace. With HHS 2020, HSD is increasing its focus on data, which is the key to understanding and more effectively planning, delivering, managing and assessing human services programs.

By adopting a modular approach that blends functionally aligned components with BPO components, HSD anticipates realizing the following benefits:

- a. Enhanced ability to operate in a dynamic environment with increasingly restricted funding without degrading service levels;
- b. Greater flexibility to take advantage of rapidly evolving technology to achieve service improvements and/or to reduce maintenance and operation costs;
- c. Increased ability to respond promptly and insightfully to changing program or population needs;
- d. Opportunity to support an outcomes-based approach to planning, delivering and assessing service delivery while focusing on the end impact and value to New Mexico citizens instead of on internal processing requirements;
- e. Reduced duplication through Enterprise-wide sharing of technology, services, data and processes to deliver high-quality customer service; and
- f. Realization of a customer-focused approach to service management and delivery that can make it easier for New Mexico citizens to understand and receive needed services and for providers to interact with the State.

The foundation of New Mexico's HHS 2020 Vision is a modular framework comprising both technology and BPO components. The HHS 2020 Framework is designed to provide a scalable, integrated and shared technology and services framework that can readily support the HHS Enterprise through a standards-based approach to implementation and through adoption of SOA approaches. Additionally, the HHS 2020 Framework emphasizes reuse of

existing NM investments in applications and technology infrastructure as much as possible without adversely affecting long-term performance, flexibility or sustainability. For example, HSD's integrated eligibility system (ASPEN) is considered part of the HHS 2020 Framework and will be enhanced to assume MMIS member enrollment functions.

B. MMISR APPROACH

The goal of the MMISR Project is to move away from a monolithic system approach and instead to implement a modular MMIS Solution with the information, infrastructure, tools and services necessary to efficiently administer NM Medicaid and Health and Human Services programs. The MMISR Solution will use a combination of technology-based procurements, related BPO services, and will implement the foundation for the HHS 2020 Framework.

HSD plans to achieve this vision via a series of up to six related procurements. Each procurement will require that the selected Contractor comply with accepted standards that promote interoperability across the HHS 2020 Framework and which support successful SOA compliant integration with other MMISR modules. The SI Contractor plays the central, unifying role across these procurements. The SI Contractor will provide the core infrastructure used to transfer and enable storage of data from all the Contractors and modules throughout the MMISR Solution. Additionally, the SI Contractor will be responsible for planning, testing, migrating, and managing successful integration across modules and for setting interoperability standards.

HSD intends for the BPO modules to function as black boxes, taking advantage of commodity services available in the marketplace to achieve rapid implementation of key services needed to support the Medicaid Enterprise. For the modular contracts HSD requirements will focus on Service-Level Agreements (SLAs) associated with a specified functional scope, on compliance (with CMS, State and other requirements, including those associated with the SI Solution and the MMISR Solution as a whole) and on exchange of data in agreed-upon formats and frequencies.

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

1. The MMISR Modular Procurements

- a. **System Integrator** –Through this SI procurement, HSD will acquire the core technologies and associated services needed to support, implement and facilitate management of the remainder of the HHS 2020 Framework, 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 MDM, including Electronic Document Management (EDM), address verification, client information verification, notification engine, MCI, MPI and others depending upon Contractors' recommendations,

and SOA tooling to support business process automation (Workflow, Business Rules and Business Process Management/Orchestration);

- 3) Reusable/Repeatable system migration capability (including data conversion as required to migrate from legacy systems to HHS 2020 ecosystem);
- 4) Security implementation and management, identity proofing, system integrity and system cyber fraud prevention, and Single sign-on; and
- 5) Integration Governance (security, monitoring, management and platform administration).

- b. **Data Services (DS)** –The Data Services procurement 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 will develop data structures (i.e., multiple linked data stores, data marts, data lakes, an EDW or equivalent) while leveraging the infrastructure and tools provided by the SI module Contractor. The Data Services procurement is focused on finding a vendor to design, implement, operate and continually improve Business Intelligence as part of a set of SOA services needed to support current and future reporting and analytics requirements for the Enterprise.

HSD anticipates the DS Contractor will focus initially on defining and implementing the processes, analytics and technology tools and structures required to establish a foundational integrated data Solution that supports reporting and analytics. However, the module 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 to enable HHS Enterprise-wide reporting and analytics through an integrated data services and technology platform. The DS Contractor also will deliver timely and accurate reports, analytics and related work products using the DS Solution.

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

- c. **Financial Services (FS)** – HSD will contract with a BPO Vendor to obtain claims processing and comprehensive financial services (e.g., accounting, payment, billing) using a CMS-compliant platform and processes 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

Data Service Contractors the data elements essential to Federal reporting requirements.

d. **Quality Assurance (QA)** –HSD will contract with a BPO Vendor to obtain and perform the following services for the QA module using a CMS compliant platform and processes:

- 1) Program Integrity support, including Third-Party Liability (TPL), Fraud and Abuse Detection Services, audit coordination and compliance;
- 2) Provider Enrollment and management;
- 3) Member Management;
- 4) Management of Recovery and Audit responsibilities;
- 5) Quality Reporting; and
- 6) 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).

e. **Population Health Management (PHM)** – PHM represents realization of a vision for an outcomes-focused approach to serving the needs of New Mexico citizens and to managing and delivering services and benefits. PHM will be realized through a combination of services and information available through the other elements of the MMISR Solution. Through the PHM module procurement, HSD will contract with a BPO Vendor to obtain and perform the services listed below:

- 1) Pharmacy benefits management (including rebate services);
- 2) Assistance with Managed Care Organization (MCO) Management;
- 3) Focused analytics and datasets specifically related to population health, outcomes and health improvement;
- 4) Coordination of the Electronic Health Records initiative;
- 5) Assistance with the systems and data support necessary for effective care and case management within and across HHS 2020 agencies;
- 6) Changes to the current Medicaid Fee-for-Service (FFS) program; and
- 7) Management of QA and Prior Approval functions and interaction with the State and other modules as necessary.

The PHM module Contractor also will perform services necessary to manage the PHM contract and to interact with the State and with other HHS 2020 module Contractors to effectively support HHS 2020 and the MMISR Project.

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. For this module, 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.

The State is evaluating the procurement approach to achieve this goal. The State’s current plan is to separately acquire two principal UPI components.

- 1) Consolidated Customer Service Center (CCSC) – The goal for the CCSC is to provide a single, integrated contact center serving all HSD programs, to increase efficiency and to make it easier for our customers and providers to obtain needed information and/or actions. HSD intends to procure the CCSC through a BPO contract that will encompass:
 - a) CCSC set-up/tailoring to meet HSD-specific needs, including technology, processes, training and staff;
 - b) CCSC operation, reporting and continuous improvement; and
 - c) Services necessary to manage 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 second principal UPI component 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) Implement, operate and maintain 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.

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

2. HHS 2020 Enterprise Architecture

This subsection is intended to provide context to the Vendors implementing the MMISR Solution on how its module and subsystem fit into the HHS 2020 vision in a manner consistent with the MITA 3.0 Architecture, which contains the three architecture views outlined below.

a. **HHS 2020 Business Architecture**

The Business Architecture component of the HHS 2020 Architecture will express itself in myriad business models, epics, user stories, use cases, business process models and other expressions of business process.

b. **HHS 2020 Information Architecture**

The HHS 2020 Information Architecture consists of specifications of all business subject areas, entities, classes, schemas, attributes, data quality specifications and other forms of information specifications. It is reflected in the overall HHS 2020 Technology Architecture below.

c. **HHS 2020 Technology Architecture**

Figure 1- Layer View of HHS 2020 Technology Architecture, below shows a simplified “layer diagram” representation of the HHS 2020 Technology Architecture. Each architecture relies on the architectural layers below them to inform the specification of how components in that architecture are designed, developed/constructed/assembled, tested and how they interact with other components in other architectures.

For example, the User Experience layer implements functionality from the Business Applications layer and the Shared Services layer. It ensures that it is using service invocation methods prescribed and enforced by the Service Integration architecture and is implementing user experience components that are consistent with the Information Architecture. It ensures that the composite applications are in concert with business process specifications in the Business Architecture. See Addendum 17 - HHS 2020 Process Views - in the Procurement Library for detailed process flow.



FIGURE 1 LAYER VIEW OF HHS 2020 TECHNOLOGY ARCHITECTURE

3. Project Timeline

HSD plans an aggressive schedule for preparing and releasing the various RFPs, selecting Contractors and completing implementation of the MMISR modules and components. Table 1 shows the current estimated module procurement and contract timelines. Offerors are to provide, as part of their budget narrative accompanying their Cost Response (found in Appendix B), 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, all Offerors are expected to be ready for final system integration testing and parallel run with the incumbent MMIS Contractor no later than July 1, 2019.

Projected Module RFP Schedule

Module	RFP Release Date	Proposals Due	Contract Start Date
System Integrator	February 2017	April 19 th , 2017	August 2017
Data Services	February 2017	April 27 th , 2017	August 2017
Quality Assurance	June 2017	August 2017	November 2017
Financial Services	August 2017	October 2017	January 2018
Population Health Management	November 2017	January 2018	April 2018
Unified Portal	TBD	TBD	TBD

TABLE 1: ESTIMATED MMISR MODULE PROCUREMENT AND IMPLEMENTATION TIMELINE

C. PROJECT ENVIRONMENT

The ecosystem in which Medicaid and most human services operate is characterized by complexity. Each program supported by Federal funds has many requirements, reporting obligations, fund management requirements and demands associated with the central and regional offices of the involved Federal agency(s). In addition, numerous State entities provide both direction and oversight for HHS programs and systems. Requirements for security, financial audit, compliance and technology are driven by multiple oversight agencies and partners and often include specific performance and reporting. In short, the environment is highly regulated, dynamic, very complex and subject to intense scrutiny.

In addition, programs are expected to promptly adapt to new Federal and/or State standards and legislation that may require changes to rules, processes, systems, communications and more. This environment dictates services and solutions that are flexible, scalable and time responsive.

The HHS 2020 Project involves a wide variety of Stakeholders, including:

1. Federal Partners and Oversight Organizations

- a. Centers for Medicare and Medicaid Services – our Federal partner in the Medicaid program and for the MMSIR Project. As the primary funder of the MMISR Project (ninety [90] percent Federal Financial Participation [FFP] for development) and Medicaid services, CMS requires states to have MMIS

solutions that align with their Seven Conditions and Standards (SCS) and with the Medicaid Information Technology Architecture 3.0 (MITA). In addition to funding, CMS provides overall guidance, consultation and Project support for the Project.

- b. Office of Child Support Enforcement (OCSE) - our Federal partner in the Child Support Enforcement program and in the Child Support Enforcement System Replacement (CSESR) Project. As the primary funder of the CSESR Project (sixty six [66] percent FFP for development) and related services, OCSE requires states to have CSES solutions that align with their OCSE guidance. OCSE provides overall guidance, consultation and Project support for the CSESR Project.

2. State of New Mexico Stakeholders and Oversight Organizations

- a. Department of Information Technology – the State of New Mexico’s central IT organization, DoIT has three principal roles in relation to the MMISR Project:
 - 1) Provide oversight of information technology (IT) Projects performed for the State, including reviewing Project progress, reviewing funding requests, participating in key meetings and conducting formal reviews throughout Project life.
 - 2) Specify IV&V requirements for IT Projects and receive reports from the MMISR IV&V Contractor.
 - 3) Operate the State data center(s) where the SI Solution may be hosted and provide other critical infrastructure to State agencies.
- b. HSD – the procuring agency for the MMISR Project.
- c. Department of Finance and Administration (DFA) – provides budget direction and fiscal oversight to State agencies and have administrative control and oversight of the state-wide financial accounting system, SHARE. DFA administers the Cash Control Bureau (CCB), which prepares state-wide cash and investment reconciliations. The MMISR Solution will interface with SHARE and must meet DFA/CCB requirements for warrant payments, electronic payments and recording accounting transactions.

3. Collaborating Agencies within the NM HHS 2020 Enterprise

- a. NM Children, Youth and Families Department (CYFD) – provides an array of prevention, intervention, rehabilitative and after-care services to NM children and their families. CYFD services include Early Childhood Services, Protective Services, Juvenile Justice Services, Behavioral Health Services and Program Support. Most children served by CYFD are Medicaid-eligible and a large percentage of CYFD clients use HSD-managed services.
- b. NM Aging and Long-Term Services Department (ALTSD) – provides accessible, integrated services to older adults, to adults with disabilities and to caregivers.

These services are intended to assist these individuals in maintaining their independence, dignity, autonomy, health, safety and economic well-being, thereby empowering them to live on their own terms in their own communities as productively as possible. ALTSD services include the Aging & Disability Resource Center, Care Transition Program, Senior Services and Legal Services. Some of the people participating in ALTSD programs are Medicaid-eligible.

- c. NM Department of Health (DOH) –manages health-related programs and services across the state. DOH comprises seven divisions: Public Health, Epidemiology and Response, Scientific Laboratory, Development Disabilities and Supports (DDSD), Health Improvement (Health Facility & Certification), Administrative Services and the Office of Facilities Management. Many DOH programs and data connect with NM Medicaid and with other HSD programs and clients. DOH DDSD contracts with HSD to support DDSD’s Medicaid-eligible clients. Various DOH programs interact with HSD programs in a bi-directional manner, providing information as well as harvesting Medicaid information. As of this publication twenty-eight (28) programs and/or systems have been identified for stakeholder engagement with the MMIS Replacement project. Various levels of systems ranging from transactional functionality, eligibility validation and purely analytical repositories. Examples of such functionality include but are not limited to:
 - 1) Case management of healthcare recipients and healthcare assessments;
 - 2) Client intake and eligibility;
 - 3) Provider qualifications for the Meaningful Use of Electronic Healthcare Technology;
 - 4) Hospital and Public Health Electronic Medical Records and Billing for healthcare services;
 - 5) Statewide Immunization Management System
 - 6) Fair hearings; and
 - 7) Vital Records (Birth and Death records and Maternal authorization)

- d. NM Office of the Attorney General (OAG), Medicaid Fraud and Elder Abuse Division (MFEAD) a criminal law enforcement unit that enforces the Medicaid Fraud Act and the Resident Abuse and Neglect Act. The MFEAD investigates and prosecutes Medicaid providers who commit fraud and/or resident abuse, neglect and exploitation in long-term care facilities. This Division also pursues civil monetary repayment of Medicaid program funds when a Medicaid provider does not provide adequate services to recipients. MFEAD participates in multi-state cases to recover Medicaid funds that are inappropriately used by nationwide Medicaid providers.

In addition to the organizations noted above, HHS 2020 may extend to include interaction with other organizations, such as: NM Department of Workforce Solutions, NM Corrections Department, the Navajo Nation, the Indian Health Service, Tribes and the University of New Mexico.

4. Contractors

- a. MMISR IV&V Contractor – will provide IV&V services to the MMISR Project, through MMISR certification, in accordance with CMS and NM DoIT IV&V standards. HSD specified that the IV&V Contractor take a proactive approach to ensure IV&V activities complement the MMISR Project approach and that they assess quality in all aspects of the respective Project components to assure achievement of program and business objectives. The IV&V Contractor will provide independent, objective guidance and expertise to help assure MMISR Project success and decrease implementation risks. The IV&V Contractor will have full access to meetings, work products and deliverables associated with all MMISR Project procurements and contracts.
- b. Deloitte – implemented ASPEN, HSD’s eligibility system and now provides maintenance and operation (M&O) support for the system. ASPEN performs eligibility processes for HSD divisions and programs, including Medicaid, Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP) and others. Currently, ASPEN processes Medicaid eligibility data and sends it to Omnicaid (i.e., MMIS) for enrollment functions. Through the MMISR Project HSD plans to develop ASPEN into a unified Eligibility and Enrollment (E&E) system. HSD plans for Deloitte to perform the necessary changes to achieve this goal
- c. Conduent Healthcare, LLC – developed, operates and maintains NM’s legacy MMIS. For the MMISR Project, Conduent will be involved in data clean-up, data conversion and migration activities.
- d. MMISR Contractors – associated with each independently procured MMISR module.
- e. CESR Contractor(s) – associated with the planned CESR implementation.
- f. Additional HSD-contracted staff – which assist with functions including Project management, requirements development and management, training, testing, financial management, procurement, security, network maintenance, audits, etc.
- g. Additional Enterprise Stakeholder-Contracted staff – who assist with functions including project management, requirements development and management, systems development, security, network maintenance, audits, etc.

D. HHS 2020 STATE PROJECT MANAGEMENT OFFICE (PMO)

HSD is leading the HHS 2020 initiative through a State-led PMO. HSD is implementing the HHS 2020 PMO with a combination of State and Contractor staff working under State leadership. Through this RFP, HSD seeks to supplement this team with additional support and leadership from the selected Contractor. Figure 2 shows the current State PMO structure.

The MMISR Procurement Library contains the HHS 2020 Roles, Responsibilities and Resources Matrix, which summarizes the principal responsibilities of each role and identifies key Project staff.

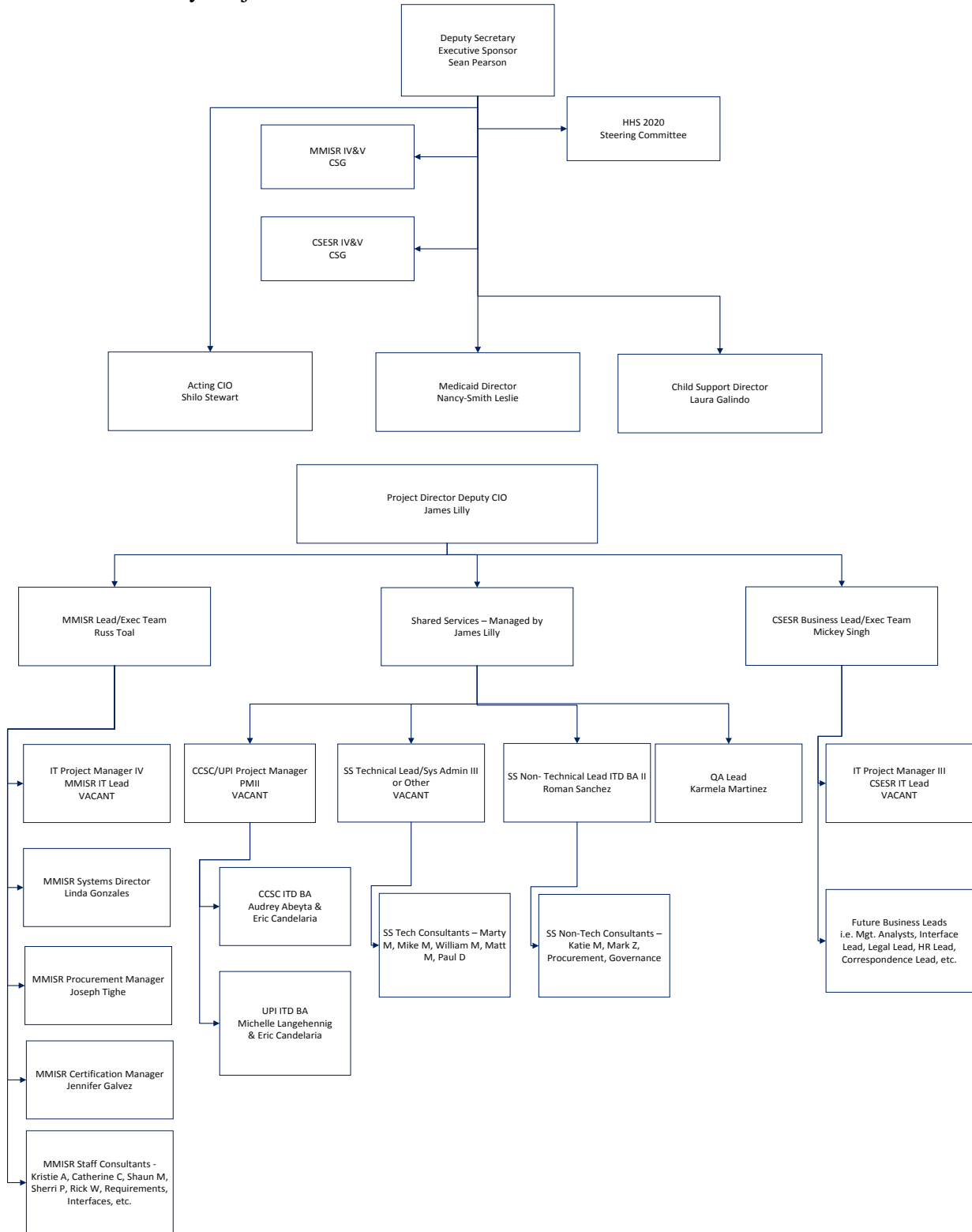


FIGURE 2: HHS 2020 STATE PROJECT MANAGEMENT OFFICE (PMO)

III. CONTRACTOR ROLE

This section summarizes the work for the MMISR Project SI Contractor. The SI Contractor will play a critical role in MMISR Project success. See APPENDIX G for more detailed information regarding the scope of work and APPENDIX H for the requirements related to this module.

The SI Solution encompasses the core infrastructure that will enable migration from the existing MMIS, communications across the MMISR Solution, secure access to data and processes, functionality to support MMIS operations, data transfer and data integrity for the Enterprise. The SI Contractor will be responsible for designing, implementing, maintaining and operating the System Integration Solution and for ensuring that the SI Solution can achieve CMS Certification. The contract resulting from this RFP also will require the Contractor to perform a range of services essential to successful implementation, integration, certification, management and operation of the MMISR Solution as a whole. At a high level, the selected Contractor will:

- A. Design the integration architecture, procure all required components, implement the SI Solution and maintain and operate the SI Solution through the contract life;
- B. Perform project management and contract management activities necessary to manage the required Contractor's work;
- C. Support the State-led HHS 2020 PMO to ensure effective integrated program management across all of the MMISR modules and integrating related initiatives of HHS 2020;
- D. Plan and lead migration from the legacy MMIS to the new MMISR Solution;
- E. Lead successful integration across all of the MMISR modules, including consideration of technology integration, though the SI Contractor will not be responsible for production or operation of the other modules;
- F. Prepare for and participate in reviews and presentations necessary for the SI Solution and for the MMISR Solution as a whole to pass NM Department of Information Technology (DoIT) Project certification requirements and reviews;
- G. Collaborate with Stakeholders from HSD, other State agencies and organizations, other MMISR module Contractors, Federal partners, the IV&V Contractor and others as required to make the MMISR Project a success;
- H. Engage Stakeholders in business process changes while establishing Continuous Process Improvement (CPI) activities that can continue into the future; and
- I. Work in conjunction with State staff to manage the CMS Certification process for the SI Solution and support the certification efforts for the MMISR Solution as a whole; create or gather from other MMISR Contractors the certification-related artifacts; organize the relevant information; 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.

HSD is seeking Offerors who can demonstrate the depth and breadth of technical and management experience needed to deliver quickly and effectively on this wide range of possibilities. The proposed SI architecture should take into consideration the information presented in this RFP and available in the Procurement Library. The proposed Solution demonstrates the Offeror's ability and experience to:

1. Apply lessons learned from other large, system integration efforts;
2. Consider and understand the risks associated with its chosen MMISR approach and how to mitigate the risks;
3. Apply a deep understanding of the component technologies and technical approaches currently available for effective SI;
4. Deliver a Solution that is efficient, not only to initially procure and implement, but to maintain, operate and update throughout its life;
5. Understand the requirements that affect interoperability within the MMISR Solution and as part of the HHS 2020 Framework;
6. Deliver a Solution which is in the best interest of the State;, and which actively assists the State in achieving MITA Level IV certification;
7. Exercise competence and experiential strength in applying well-defined methodologies and processes to manage and deliver the Project successfully; and
8. Apply and foster creativity in understanding the State's goals for this Project and for HHS 2020 and applying that understanding to the recommended SI Solution and MMISR Solution as a whole.

IV. BACKGROUND INFORMATION - Business Objectives

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

A. HSD MISSION AND ROLES

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

B. HSD GOALS AND OBJECTIVES

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

- Goal 1: Promote Self-Sufficiency of our Recipients

- Task 1.1: Increase job readiness and access to sustainable employment and housing
 - Task 1.2: Increase member engagement in his/her care
 - Task 1.3: Support families' financial stability by removing barriers to child support orders and collections
- Goal 2: Slow the Growth Rate of Health Care Costs and Improve Health Outcomes
 - Task 2.1: Implement value-based purchasing that promotes integration of services, reduces costs and increases quality of care
 - Task 2.2: Reduce service gaps through innovative delivery models that build provider capacity
 - Task 2.3: Collaborate with partners to support prevention models and reduce health disparities
 - Task 2.4: Detect and prevent fraud, waste and abuse
- Goal 3: Implement Person-Centric Service Models
 - Task 3.1: Streamline and enhance access and engagement of constituents
 - Task 3.2: Develop a new model for delivery of public assistance programs for demonstration
- Goal 4: Improve Administrative Effectiveness and Simplicity
 - Task 4.1: Implement paperless document management
 - Task 4.2: Execute the MMIS and CSES replacement Project
 - Task 4.3: Implement staff development plans
 - Task 4.4: Internal review of program effectiveness

C. HSD ORGANIZATION

HSD is a cabinet-level Department in the Executive Branch of New Mexico State government. The Department is headed by a Cabinet Secretary appointed by the Governor and confirmed by the New Mexico State Senate. HSD consists of the Office of the Secretary (OOS) and six divisions.

As of April 2016, HSD has more than 2,000 employees and maintains contracts with community-based providers throughout the state. HSD's central offices are located in Santa Fe:

1. Pollon Plaza Building: OOS, Income Support Division (ISD), Child Support Enforcement Division (CSED) and Office of General Counsel (OGC);
2. Ark Plaza Building: Medical Assistance Division (MAD);
3. Plaza La Prensa: Behavioral Health Services Division (BHSD), Fair Hearings Bureau, Office of the Inspector General (OIG), Office of Human Resources (OHR);
4. Rodeo Road Building: Administrative Services Division (ASD), Restitution Division of the OIG; and
5. Siler Road Building: Information Technology Division (ITD).

HSD has a total of 50 offices state-wide across all divisions.

HSD manages an annual budget of more than \$6.6 billion of State and Federal funds and administers services to more than 950,000 low-income New Mexicans through programs such as:

- A. Medicaid
- B. Children's Health Insurance Program (CHIP)
- C. Supplemental Nutrition Assistance Program (SNAP)
- D. Temporary Assistance for Needy Families (TANF)
- E. The Emergency Food Assistance Program (TEFAP)
- F. School Commodity Foods Program
- G. Homeless Meals
- H. General assistance for low-income individuals with disabilities
- I. Community Services Block Grants (CSBG)
- J. Refugee Resettlement Program (RRS)
- K. Low-Income Home Energy Assistance Program (LIHEAP)
- L. Child support establishment and enforcement
- M. Behavioral health services (mental illness, substance abuse, compulsive gambling)

These programs are administered through four program divisions:

1. Behavioral Health Services Division

BHSD's primary role is to serve as the Single State Mental Health and Substance Abuse Authority for the State of New Mexico. BHSD staff work collaboratively with partners to promote health and resilience of all New Mexicans and to foster recovery and healthy living in communities. BHSD also is a key member of the NM Behavioral Health Collaborative and works across State agencies to collaborate on behavioral health issues.

BHSD staff work with MAD staff to provide behavior health expertise and to monitor Centennial Care contracts. BHSD staff is the Centennial Care (New Mexico's Medicaid Program) BH Contract Managers and review both Medicaid and non-Medicaid reporting.

2. Child Support Enforcement Division

CSED operates within a Federal-State partnership to establish paternity, enforce child support collections and distribute funds. Currently CSED is handling approximately 69,000 child support cases, including more than 6,300 Tribal Navajo Nation cases. Child support collections for FY15 totaled \$140.1 million. These collections provided assistance with child-rearing expenses for over 104,000 New Mexico and Navajo Nation children.

CSED personnel work in eleven (11) State field offices (some collocated with ISD), three (3) satellite offices and three (3) Navajo Nation offices.

3. Income Support Division

ISD administers public assistance programs for the State of New Mexico, including TANF, SNAP, CSBG, LIHEAP, RRS, food distribution, nutrition education and general assistance. In June 2015, approximately 15,276 families benefited from cash assistance and approximately 207,317 families received SNAP benefits.

ISD staff work in Santa Fe and in 35 field offices statewide.

4. Medical Assistance Division

MAD manages and administers the State's Medicaid program, which provides healthcare coverage for approximately 900,000 New Mexicans, more than one out of three persons in NM. Medicaid covers low-income pregnant women, low-income children and their mothers, low-income elderly and disabled individuals and adults ages nineteen (19) to sixty four (64) with annual incomes up to one hundred thirty eight (138) percent of the Federal Poverty Level (FPL) (i.e., just under \$16,000). Medicaid program expenditures are projected to exceed \$5.7 billion in State FY16, with approximately seventy seven (77) percent of the funding from the Federal government.

MAD constantly seeks ways to advance its primary goal of providing quality care for New Mexicans while managing costs. With the implementation of Centennial Care, almost 90 percent of the state's Medicaid enrollees access most or all of their Medicaid-covered health-related services through a Managed Care Organization (MCO) rather than through the Medicaid Fee for Service (FFS) program. HSD seeks an MMISR Solution that facilitates timely data reporting, performance measurement and assessment of health outcomes for its clients. HSD also seeks the ability to accurately measure whether its programs, activities and Vendors are taking actions to improve population health.

As part of the HHS 2020 vision, MAD is undertaking the lead on replacement of the MMIS for HSD and is the Executive Program Sponsor for this initiative. The MAD staff works at two sites in Santa Fe, NM.

In addition to the four program divisions, HSD is supported by:

A. Administrative Services Division

ASD manages and accounts for HSD finances and provides administrative support to the remainder of HSD. Working with other support service organizations, ASD manages finances (budget, procurement, payments, revenue collection); performs accounting (general ledger, grant reporting, financial statement preparation, audit management, internal controls); performs property management; and handles lost control and disaster preparedness for HSD.

B. Information Technology Division

Led by the HSD Chief Information Officer (CIO), ITD provides timely, cost-effective IT services to HSD to support mission fulfillment and to ensure HSD gains full benefit from existing and future technology investments.

ITD provides two principal services software engineering and systems services each of which is led by a deputy CIO. ITD Systems Services comprises two bureaus: Systems Administration Bureau, providing security, administration, maintenance and upgrades of HSD network, operating systems, workstations, servers, routers, firewalls, switches and video equipment; and Production Support Bureau, which provides helpdesk and desktop support for HSD staff statewide. ITD Software Engineering also includes two bureaus: Application Support Bureau support CSES, HSD web applications and ASPEN BI; and the Project Management Bureau provides experienced Project managers who support Projects internal to ITD, participate in the MMIS and CSES replacement Projects and lead IT-related contract development and management.

ITD staff primarily work in Santa Fe, with 1 help desk team member and 1 network specialist assigned to Albuquerque to support offices in the Albuquerque area.

C. Office of Human Resources

OHR supports HSD managers and staff by performing recruiting, hiring and termination; administering employee benefits; handling classification and compensation; managing employee and labor relations; supporting staff development and training; and leading emergency preparedness, safety and loss prevention.

D. Office of the Inspector General

OIG supports HSD through two bureaus. The Internal Review Bureau (IRB) provides independent, objective assurance and consulting for HSD's operations and public assistance programs. IRB also provides financial investigative support for major OIT criminal, civil and administrative investigations. The Investigations Bureau (IB) addresses allegations of recipient public assistance fraud, Medicaid provider fraud and Department Professional Standards Investigations. IB works independently and/or in collaboration with other investigative agencies.

E. Office of the General Counsel

OGC assists HSD with contract development, participation in recipient and provider hearings, Federal and State litigation, legislative initiatives, negotiations, settlements, evaluation of legal documents, training, compliance with State and Federal laws and regulations and policy and program development.

D. CONTRACT PERIOD OF PERFORMANCE AND SCOPE

The State is seeking to procure the services of a Contractor to perform services and deliver the technology introduced in Section I.C and described in more detail in the Scope of Work (APPENDIX G).

The procurement will result in a single four (4)-year contract with four (4) optional one (1)-year extensions, not to exceed eight (8) years in total. The Contract will have fixed price deliverables.

The contract will begin upon final approval by the State Purchasing Agent (SPA) or Contract Review Bureau (CRB). At HSD discretion, the contract may be amended as needed to meet the MMISR Project requirements or any future related Federal or State requirements.

E. PROCUREMENT MANAGER

1. HSD has assigned a Procurement Manager who is responsible for conducting this procurement and whose name, address, telephone number and e-mail 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

2. All deliveries of responses via express carrier must be addressed as follows:
Eric Candelaria, Procurement Manager, c/o Gary O. Chavez, CPO
New Mexico Human Services Department
Administrative Services Division
1474 Rodeo Road
Santa Fe, NM 87505
3. Any inquiries or requests regarding this procurement may be submitted in writing to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other State employees or Evaluation Committee members do not have the authority to respond on behalf of the State of New Mexico, New Mexico Human Services Department (HSD).

F. DEFINITION OF TERMINOLOGY

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

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

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

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

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

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

“**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 SI Contractor for the MMISR Project who has been contracted as a result of this procurement.

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

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

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

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

“**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 and to build applications, ESB, Web services, service layers, commonly shared Core Services, etc.

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

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

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

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

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

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

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

“**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 and modules as defined in this RFP. It also includes all the work required to make the Enterprise system a reality for HSD and its partners. When “project” is used in a lower case manner, it refers to a discrete process undertaken to solve a well-defined goal or objective with clearly defined start and end times, defined

tasks and a budget that is separate from the overall Project budget. A project terminates when its defined scope or goal is achieved and acceptance is given by the project's sponsor. The Project will terminate when the Framework is fully implemented, has been certified by CMS, and meets all the conditions and requirements established by the State.

"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.

"Solution" means the combination of design, software, services, tools, systems processes, knowledge, experience, expertise and 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.

G. MMISR PROCUREMENT LIBRARY

An MMISR Procurement Library has been established and can be accessed at <https://nmhsd-public.sharepoint.com/Pages/HSDProcurementLibrary.aspx>. 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>

https://nmhsd-public.sharepoint.com/_layouts/15/WopiFrame.aspx?sourcedoc=%7B209F2C67-810C-4678-9235-83AE672D4F7F%7D&file=MAD%20MITA%20SSA%203.0.docx&action=default

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 2020 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

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

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

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

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

CMS Seven Conditions and Standards: <http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Data-and-Systems/Downloads/EFR-Seven-Conditions-and-Standards.pdf>

CMS MMIS Certification Toolkit and Checklist: <http://www.cms.gov/Research-Statistics-Data-and-Systems/Computer-Data-and-Systems/MMIS/MECT.html>

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

CMS MITA: <http://www.medicaid.gov/medicaid-chip-program-information/by-topics/data-and-systems/medicaid-information-technology-architecture-mita.html>

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

V. 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	February 20, 2017
2. Distribution List Confirmation	HSD	March 1, 2017
3. Pre-Proposal Conference	HSD	March 1, 2017
4. Deadline to Submit Questions	Potential Offerors	March 9, 2017
5. Response to Written Questions	Procurement Manager	March 23, 2017
6. Submission of Proposal	Potential Offerors	April 19, 2017
7. Proposal Evaluation	Evaluation Committee	April 20 – May 4, 2017
8. Selection of Finalists	Evaluation Committee	May 5, 2017
9. Best and Final Offer	Finalist Offerors	May 12, 2017
10. Oral Presentation(s)	Finalist Offerors	May 16-17, 2017
11. Finalize Contractual Agreements	HSD/Finalist Offerors	June 30, 2017
12. Approval of Contract (Federal & State)	CMS/DoIT	August 30, 2017
13. Contracts Award	HSD/Finalist Offerors	September 1, 2017
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.		

TABLE 2: SEQUENCE OF EVENTS

B. EXPLANATION OF SI EVENTS

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

1. Issue RFP

This RFP was issued on behalf of NM HSD. 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 3:00 pm MT as stated in Section V, A. SEQUENCE OF EVENTS.

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

3. Pre-proposal Conference

A pre-proposal conference will be held beginning at 2:00PM MT in the ASD Large Conference Room Address, 1474 Rodeo Rd. Santa Fe, New Mexico 87505, as stated in Section V, A. SEQUENCE OF EVENTS. Attendance by Potential Offers at the pre-proposal conference is optional. The State will allow Vendors to call-in (1-866-214-0726 Participation Code: 109934) via conference line for the pre-proposal conference. Potential Offeror(s) are encouraged to submit written questions to the Procurement Manager in advance of the conference (see Section I, Paragraph F). The identity of the organization submitting question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing on the date listed in the SEQUENCE OF EVENTS. The State will keep a public log of the names of potential Offeror(s) who attended the pre- proposal conference.

4. Deadline to Submit Questions

Potential Offerors may submit written questions to the Procurement Manager related to the intent or clarity of this RFP until 5:00PM MT, as indicated in Section V, A. SEQUENCE OF EVENTS. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph F.

5. Response to Written Questions

As indicated in the SEQUENCE OF EVENTS, the Procuring Agency will distribute written responses to written questions to all Potential Offerors whose organization name appears on the procurement distribution list. The Procuring Agency will send an e-mail copy of questions and responses to all Offerors who provide Acknowledgement of Receipt Forms (described in 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 V, 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, Paragraph F. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP 17-630-4000-0002. 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 the SEQUENCE OF EVENTS, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions for the purpose of clarifying aspects of the proposals with Offerors 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 V. 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 its proposals for the purpose of obtaining best-and-final offers in accordance with the schedule in Section V. 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.

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 V. 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 V 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. 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 V. 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.

14. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) calendar-day protest period shall begin on the day following 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

Pollon Plaza
2009 South Pacheco
Santa Fe, New Mexico 87505

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

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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 V 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 SI Contractor Responsibility

The SI Contractor selected through this RFP will be deemed the Prime SI Contractor and is completely responsible for the SI 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 SI 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 SI Contractor shall be wholly responsible for the entire performance of the SI contractual agreement whether or not subcontractors are used. Additionally, the SI prime Contractor must receive written approval from the agency awarding any resultant contract before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. An amended proposal must be a complete replacement for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials. 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, 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 effected by sending written notice to the Contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. 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, a 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 within this RFP. The Evaluation Committee will reject the proposal of any Potential Offeror who is not a Responsible Offeror or who fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Agency Rights

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

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and Contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts 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 they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- d. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 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. 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-year period preceding this offer had one or more contracts terminated for default by any Federal or State agency or local public body.

- b. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or person having primary management or supervisory responsibilities within a business entity or related entities.
- c. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- d. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or to provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.
- e. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- f. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract the Contractor is indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or local) with commission of, any offenses named in this document, the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

32. No Resources Provided by NM HSD to the MMISR SI 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 Vendor 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.

VI. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

Each Offeror shall deliver:

- **Binder 1:** one original and six 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.
- **Binder 2:** one original and six copies of their Cost Proposal. The original and each copy shall be in separate, labeled binders.
- One electronic version of the proposal containing **ONLY** the Technical Proposal. This copy **MUST NOT** contain any cost information. Acceptable formats for the electronic version of the proposal are Microsoft Word, Excel and PDF.
- One electronic version of the Cost Proposal. Acceptable formats for the electronic version of the proposal are Microsoft Word, Excel and PDF.

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

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

C. PROPOSAL FORMAT

This section describes the required format, content and organization for all proposals.

Hard copy proposals shall be submitted typewritten, Times Roman twelve (12), 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 binders with tabs delineating each section. Response must be no more than three hundred (300) pages in length excluding the mandatory State required forms and examples of documents. For ease of review, Offerors are encouraged to place examples in a 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.*

Table of Contents

Response to Specifications (APPENDIX H)

Signed Letter of Transmittal Form (APPENDIX C)

List of References

Financial Stability Documents

Performance Bond Capacity Statement

Signed Campaign Contribution Disclosure Form (APPENDIX E)

Signed New Mexico Employee Health Coverage Form (APPENDIX F)

Signed Pay Equity Statement

Signed Eligibility Statement

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. 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.

VII. RESPONSE SPECIFICATIONS

APPENDIX G describes services to be delivered through this procurement. APPENDIX H contains the requirements to which Offerors must respond. Offerors must respond to all requirements in the manner described in APPENDIX H.

The Offeror 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 Solution work products and tools. Offeror's Solution will be made available to the State, Enterprise partners, State contractors and other modular vendors without a fee or charge 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 their listed business references. The reference organizations must submit the completed Reference Questionnaire Form directly to the Procurement Manager, as described in Section I Paragraph F.** 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 II, 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);
- Technical environment (e.g., software applications, internet capabilities, data communications, network, hardware);
- Staff assigned to reference engagement who will be designated for work on the SI Solution 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 years independently audited financial statements and the most current 10K, 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.

4. Performance Bond Capacity Statement

Offeror must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor's performance under the contract awarded pursuant to this procurement. While each engagement will be different, the option to require a Performance Surety Bond must be available to the Agency at time of contract award. **A 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, B and C 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.

VIII. 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	280
Vision for Solution	55
Reuse	25
Solution/SOW	200
Requirements	200
Experience & Personnel	75
Organizational Experience (narrative)	25
Staffing Model	50
Required Sample Documents	25
Cost Proposal	280
Cost Response Form #1	120
Cost Response Form #2	70
Cost Response Form #3	70
Cost Response Form #4 (Incentives)	20
References	40
Oral Presentation (Finalists Only)	100
Total	1000

TABLE 3 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. Mandatory Specifications/ Technical Responses (480 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 placed in Binder 1.

2. Cost (280 points)

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

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

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.

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 (40 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. Completed Reference Questionnaire Forms must be submitted by referenced organizations directly to the Procurement Manager. 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. Offerors must submit at least three (3) references using the Reference Questionnaire Form found in Appendix D.

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

Pass/Fail only. No points assigned.

4. Performance Bond Capacity Statement (Section VII. B .4)
Pass/Fail only. No points assigned.
5. Campaign Contribution Disclosure Form (Appendix E)
Pass/Fail only. No points assigned.
6. New Mexico Employee Health Coverage Form (Appendix F)
Pass/Fail only. No points assigned.
7. Pay Equity Reporting Statement (Appendix I, Article 27)
Pass/Fail only. No points assigned.
8. Eligibility Statement (Section VII. B .8)
Pass/Fail only. No points assigned.

D. ORAL PRESENTATION (Finalists only, 100 points)

The Evaluation Committee may require oral presentations by the highest-scoring Finalists or Finalist. Points will be awarded based on the quality and organization of information presented, 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 V, 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 V, 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.

IX. 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 A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A - ACKNOWLEDGEMENT OF RECEIPT FORM

REQUEST FOR PROPOSAL

HHS 2020 - MMISR SI

RFP #17-630-4000-0002

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 3:00PM MT, as stated in Section V, A. SEQUENCE OF EVENTS (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 - MMISR SI RFP 17-630-4000-0002
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

NM HHS 2020 – SYSTEM INTEGRATOR

SYSTEM INTEGRATION COST RESPONSE FORMS

APPENDIX B - COST RESPONSE FORM #1

New Mexico Human Services Department

SYSTEMS INTEGRATOR

Deliverables for Design, Development & Implementation (DDI) Phases

Provide an all-inclusive price for all activities related to DDI, including project management and hardware and software services. Pricing must include license maintenance (renewals, required technical support) for all elements.

Offerors should price the below project phases in meeting the requirements of this RFP as a Fixed Price. The cost of payment deliverables within each phase will be negotiated at time of contract but shall not exceed the Offeror's proposed fixed project phase price. The third year (7/1/19-6/30/20) of the contract may include both DDI and M&O related costs.”

Pricing Elements	Total including NMGR 7/1/17-6/30/18	Total including NMGR 7/1/18-6/30/19	Total including NMGR 7/1/19-6/30/20
Initiation/Concept/ Planning Phase			
Requirement Analysis/ Design Phase			
Development/ Testing Phase			
Implementation Phase			
Disposition Phase			
Total costs must include applicable New Mexico Gross Receipts Tax (NMGR). Total			

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 and parallel run with the incumbent MMIS Contractor no later than July 1, 2019.

APPENDIX B - COST RESPONSE FORM #2

New Mexico Human Services Department

SYSTEMS INTEGRATOR

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 (including any hosting costs).

Offerors shall price each contract year for M&O. As noted in the chart, total costs must include applicable New Mexico Gross Receipts Tax. The third year (7/1/19-6/30/20) of the contract may include both DDI and M&O related costs.

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

Pricing also must include license maintenance (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 and parallel run with the incumbent MMIS Contractor no later than July 1, 2019.

APPENDIX B - COST RESPONSE FORM #3

New Mexico Human Services Department

SYSTEMS INTEGRATOR

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 (including hosting).

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 B - COST RESPONSE FORM #4

New Mexico Human Services Department

SYSTEMS INTEGRATOR

Incentives

Offeror is to propose a list of incentives and milestones that trigger incentive payment. Incentives should maximize performance to promote value-added services, innovations, system efficiencies or outcome improvements. Offerors are encouraged to make recommendations based on industry standards, best practices, and/ or experience.

Incentive	Trigger	Amount
		\$
		\$
		\$
		\$

APPENDIX C

NM HHS 2020 – SYSTEM INTEGRATOR

LETTER OF TRANSMITTAL FORM

APPENDIX C – LETTER OF TRANSMITTAL FORM

RFP#: _____

Offeror Name: _____

EACH ITEM #1 to #7 MUST BE COMPLETED IN FULL. FAILURE TO RESPOND TO ALL SEVEN ITEMS WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL.

1. Identity (name) and mailing address of submitting organization:

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

_____, 2017
Authorized Signature and Date (must be signed by the person identified in item #2, above)

PROPOSAL APPENDIX D

NM HHS 2020 – SYSTEM INTEGRATOR

REFERENCE QUESTIONNAIRE FORM

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.

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

Eric Candelaria, Procurement Manager
HHS 2020 – MMISR SI RFP 17-630-4000-0002
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

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

**RFP # 17-630-4000-0002 REFERENCE QUESTIONNAIRE FOR:
<Offeror Name>**

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

Eric Candelaria, Procurement Manager
HHS 2020 – MMISR SI RFP 17-630-4000-0002
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

The form must be received by the Procurement Manager no later than 3:00PM MT, April 19, 2017, and **must not** be returned to the company requesting the reference.

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

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

QUESTIONS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the Contractor?
(**3** = Excellent; **2** = Satisfactory; **1** = Unsatisfactory; **0** = Unacceptable)

COMMENTS:

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

COMMENTS:

6. Who were the Contractor's principal representatives involved in your project and how would you rate them individually? Please comment on the skills, knowledge, behaviors or other factors on which you based the rating for each.
(**3** = Excellent; **2** = Satisfactory; **1** = Unsatisfactory; **0** = Unacceptable)

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS

PROPOSAL APPENDIX E

NM HHS 2020 – SYSTEM INTEGRATOR

Campaign Contribution Disclosure Form

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:

Name(s) of Applicable Public Official(s) if any: _____

(Completed by State Agency or Local Public Body)

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

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

Contractor Name

PROPOSAL APPENDIX F

NM HHS 2020 – SYSTEM INTEGRATOR

NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

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 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

NM HHS 2020 – SYSTEM INTEGRATOR

DETAILED STATEMENT OF WORK

Statement of Work

This APPENDIX contains the Statement of Work for this System Integrator (SI) procurement. The Statement of Work is a companion document to the requirements found in APPENDIX H and should be read and interpreted as a statement of both expectation and explanation of the requirements found in APPENDIX H. The Scope of Work described herein outlines the responsibilities and Project obligations of the selected SI Vendor.

The SI Contractor (“Contractor”) will play a critical role in the overall success of the MMISR Project. The SI Solution will consist 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. Given this central role, HSD is seeking a Contractor who can efficiently deliver a broad range of extremely high-quality SI services in a complex environment from contract award through MMISR certification by CMS and into on-going maintenance and operations (M&O).

The Contractor’s role encompasses:

1. Solution Implementation;
2. SI Program Management and Module Integration;
3. Systems Migration Services;
4. HHS 2020 Tactical Operations Oversight; and
5. Service Delivery for the HHS 2020 Enterprise.

The Contractor’s Solution requires the processes, tools and skills to deliver on all of the SI roles. The State is seeking a Contractor who understands how to apply proven approaches to efficiently deliver timely and accurate services and to minimize overlaps and interactions.

1. Solution and Approach

HSD is seeking a Vendor who has a demonstrable and proven Solution that is based on a service-delivery approach to accomplish the following:

1. Effectively address and support the HHS 2020 Vision and the modular approach to MMISR, while identifying risks or trade-offs and making informed recommendations that blend the “best” use of technology and related processes with cost-effective implementation, maintenance and operation. Solution approach must demonstrate a commitment to the CMS Seven Standards and Conditions and to sustainability, flexibility, extensibility and maximized reuse and interoperability;
2. Apply experience with technologies, navigating challenges, compliance with requirements and opportunities to deliver the recommended Solution and service-oriented design and delivery approach;

3. Apply a well-established understanding and application of proven software development management, architecture, design, system engineering, testing, training and other applicable processes;
4. Manage parallel delivery timelines and resources (including all subcontractors) to effectively work as a single, distributed team to meet State and Federal requirements;
5. Manage the Solution enforcing SOA-compliance integration of the subsequent MMISR Vendor components/subsystems and ensure that the Solution will be planned, tested and executed to enable successful completion within a very aggressive time frame;
6. Manage interactions with HSD and other State and Federal Stakeholders to deliver and operate an MMISR Solution including integration with multiple modules; and
7. Deliver and manage a Solution that will comply with CMS Certification requirements and enable the State to achieve MITA Level IV.

1.1 Complete Solution

Offerors are responsible for proposing a complete Solution, including all components necessary to handle SI capacity and performance requirements of HHS 2020 throughout the contract life and an approach to managing the integration of and aligning the delivery of Enterprise Vendors' capabilities required to complete the phases and responsibilities related to the MMISR Project. Offerors should propose an integration Solution that is aligned with the intent of the HHS 2020 Framework (MMISR System Integrator RFP-Figure 3, Layer View of HHS 2020 Technology Architecture) and therefore SOA compliant. Offerors may propose alternative technologies to those listed, but should explain how these serve HSD requirements and why they are advantageous to HSD and HHS 2020.

Offerors must propose an approach to implement and operate a Solution that will enable a functional MMISR Solution across all involved modules and Contractors. While not responsible for completion of the work of other MMISR module Contractors, the Contractor is responsible for setting standards that apply across the whole MMISR Solution and monitoring to assure compliance; for facilitating data-retrieval, interface, transmission and security problem diagnosis and resolution across the integrated Solution; for managing the overall disaster recovery plan and coordinating DR testing with all modules; and for providing guidance, review, testing, coordination and troubleshooting as additional MMISR modules and future systems are implemented. The Contractor ultimately is responsible for assuring that all modules integrate such that the State's business needs are met. To that end, the Contractor must maintain a Requirements Traceability Matrix for its Solution and for those aspects of its Solution and responsibilities that have applicability across the entire MMISR Solution. The modular MMISR Enterprise Vendors will be required to provide the information necessary to assist the Contractor in maintaining the Requirements Traceability Matrix.

Offerors should frame its Solution and approach in context of the HHS 2020 Vision, of HSD's goal of obtaining Medicaid Information Technology Architecture (MITA) maturity Level 4 and of the CMS Seven Conditions and Standards (SCS). HSD may, as planning

evolves, request the Contractor to extend support to the CSESR project or to other HHS 2020 initiatives, in the future to the extent that these initiatives align with and benefit from the HHS 2020 Framework.

As noted in the RFP, as part of the HSD commitment to maximizing the benefits of a modular MMISR Solution, the selected Contractor cannot win any other MMISR procurements as a prime Vendor.

1.2 Subcontractors

While the use of subcontractors is acceptable with prior approval by HSD, the State is seeking a Contractor who will perform the majority of required work and who thus will be directly accountable for the quality of the Solution, as well as for the associated services delivered throughout the contract life. The Contractor is solely responsible for performance under the contract resulting from this SI RFP. All work, including any work performed by subcontractors, must be performed onshore. No offshoring of work is permitted by either the prime SI Contractor or its subcontractors.

2. SI Contractor Role

Based upon the CMS Uniform RFP Guide, Version 4.2 and the State of NM's evaluation of business needs, the Contractor must provide several core services. At a minimum the Contractor must provide and manage the Integration Platform (IP), perform Application Programming Interface (API) Management, provide API Governance, perform Module Integration Planning, provide input to the State led Organizational Change Management Planning, participate in various Governance groups such as Data Governance and Architecture Review Board, provide MITA Strategy Integration, provide Enterprise Architecture (EA), perform Fit/Gap analysis of modules to EA and IP, perform Module Integration, provide Certification Integration, provide SI Project Management and oversee the adoption and integration of Project Management standards across the modules. All Contractor project management tools must be compatible with State project management tools. This list is not exhaustive, but rather provides an overview of that which is detailed herein and in APPENDIX H – Requirements.

2.1 Solution Implementation

The Contractor must design, develop, configure, tune, test and deliver the Solution, which includes the Integration Platform as well as the Shared Core Services (and the databases to support such Services). The Contractor shall provide reusable SOA tooling that includes Business Process Management (BPM) and Orchestration tooling, a Business Rules Engine (BRE) and a Workflow engine. These will be available for reuse by all BPO systems services built and delivered by the modular Enterprise Vendors to integrate its applications with the rest of the HHS 2020 Enterprise.

2.11 The Solution

The Solution forms the technology core for the HHS 2020 Enterprise and for the MMISR Solution. The Solution is the heart of an extensible and relatively fluid framework that implements SOA-compliant and non-service components to enable sustainable, extensible and affordable support to HSD and other partner agency programs and customers.

HSD envisions the Solution as a loosely coupled SOA-based platform that will enable HSD and its partners to be more agile and flexible by providing connectivity and universal data exchange among disparate applications, systems and services regardless of platform, data formats or Vendor. Additionally, the Solution is intended to enable a system of applications and services bound together in workflows and orchestrated processes to meet business needs and to be more readily changeable to meet business requirements as they evolve over time.

The Solution must automate many types of repetitive business and IT tasks and crosscutting concerns and contain pre-built integration to enable quick yet robust connection to commercial-off-the-shelf (COTS) products, cloud Solutions and BPO services. HSD is moving away from requiring custom integration and programming to connecting disparate applications and systems. The Solution must use standard transaction formats, such as the Health Insurance Portability and Accountability Act (HIPAA) Version 5010 electronic transactions and NIEM schemas. Similarly, HSD envisions the use of an evolving set of web services, delivered through the SOA framework to meet a wide variety of needs. The Solution must handle all message inspection, transformation/translation, validation, augmentation and routing. This service ensures messages are reliably transported and received among applications, systems and services.

At a minimum, the Solution provides five essential capabilities for the HHS 2020 Framework:

1. SOA enablement, ESB, schema management, data quality management (DQM), policy enforcement;
2. Core shared services (MDM, Electronic Document Management (EDM), address verification, Customer Communication management engine and others depending upon Contractor recommendations); and SOA tooling to support business process automation (Workflow, Business Rules and Business Process Management/Orchestration);
3. Reusable/Repeatable system migration capability (including data conversion as required to migrate from legacy systems to the HHS 2020 Framework);
4. Security implementation and management, identity proofing and fraud prevention; and
5. Integration Governance (monitoring, management, security, and platform administration)

2.1.1.1 Architectural Compliance

The Contractor must ensure that its architecture and design decisions are compliant with the HHS 2020 Enterprise Architecture, which implements the MITA 3.0 Enterprise Architecture (comprised of Business, Information and Technology Architectures). The Contractor must participate actively in the HHS 2020 Technical Architecture Review Council (TARC) hosted by the State PMO. The Contractor also must help to promote and

ensure the active participation of the modular Enterprise Vendors in the TARC meetings in order to make sure the HHS 2020 Enterprise Architecture is sufficient to not only meet the demands of MMISR but the demands of future projects and programs as other State programs and agencies interconnect with the HHS 2020 Framework.

The Contractor also shall assist State architects in documenting the alignment of the HHS 2020 Enterprise Architecture with the SCS, documenting any departures from SCS and MITA.

2.1.1.2 SI Tools

Contractor's Solution must provide tools for IT administrators to monitor MMISR Solution performance against required targets. Additionally, the Solution must provide tools for Security Management to ensure appropriate authentication, authorization and auditing of integration services among applications, systems and services, and User (e.g., member, provider, MMISR Contractor) access to the MMISR Solution as a whole. The Solution security management tool(s) must integrate with HSD's Microsoft Active Directory environment for internal user access.

HHS will replace legacy systems as required to support changing business needs. The SI will manage system integration with multiple sources including but not limited to ASPEN, DOH, CYFD, CSESR and ALTSD. The Contractor must assist and guide the migration to the new technology and service-based Solution by enabling integration and migration of legacy and new systems (e.g., ASPEN, DOH, CYFD, CSESR, ALTSD, etc.). The Solution must be flexible enough to adapt to constantly changing IT and business environments and subsequent Federal policies and regulations without major disruption or redesign of the Solution.

2.1.1.3 Reuse

NM has made significant investments in technology to support service delivery and program management (Table G 1). Too often, these investments result in a stand-alone Solution with minimal shared services or infrastructure. The CMS SCS require States to consider reuse when planning and implementing a MMIS replacement Solution. Although SCS language emphasizes sharing across States, NM also is applying this internally to the existing assets that support HSD program delivery.

HSD's investments in technology assets include virtualized servers, storage area network (SAN) devices, Exadata Oracle database devices, COTS software and a variety of tools to support the system life cycle. HSD seeks to reduce complexity and brittleness by limiting our technology stack, where appropriate, to a small set of best-of-class solutions and tools that are expandable, maintainable and for which a talented pool of local staff exist.

With that in mind, Offerors are encouraged (but are not required) to propose a Solution architecture that reuses existing technology assets to the extent that this can be done without sacrificing architectural integrity, maintainability, interoperability, scalability or flexibility; and without creating undue complexity that isn't commensurate with a trade-

off in cost. Vendors should include estimated costs for expanding licensing and/or hardware when proposing reuse of existing HSD assets.

TABLE G 1: CURRENT HSD ASSETS THAT MAY BE REUSED FOR THE SI

VENDOR	PRODUCT	PURPOSE	VERSION	COMMENTS
Corticon	Corticon	Business rules engine	5.3.4.6	Customized/modified; Planned for upgrade to 5.5
Hewlett Packard	Exstream	Notices Generation	2.3.2	Additional licenses may be required depending on requirements
IBM	Websphere	Application Server	8.0.0.10	Planned for upgrade to 8.5. Additional licenses may be required depending on requirements
Informatica	Informatica Identity Resolution	MCI Clearance	9.2	Additional licenses may be required depending on requirements
Informatica	PowerCenter	ETL	9.6.1	Additional licenses may be required depending on requirements
SMA	Opcon	Batch management	5.1	Additional licenses may be required depending on requirements
Oracle	Oracle Database Edition	RDBMS	11g (11.2.0.4)	n/a
Perceptive	Image Now	Electronic Document Management	7.1	Additional licenses may be required depending on requirements
SAP	Data Services	Address validation	4	Planned for upgrade to 4.2. Additional licenses may be required depending on requirements
IBM	Clearquest	Defect tracking	8.0.0.05	Additional licenses may be required depending on requirements
IBM	Clearcase	Version control	8.0.0.05	Additional licenses may be required depending on requirements
Genuitec	MyEclipse	Development IDE	10.7	Additional licenses may be required depending on requirements
CA	Erwin	Data modeling software	9.64	Additional licenses may be required depending on requirements
Hewlett	UFT	Testing tools	12.51	Additional licenses may

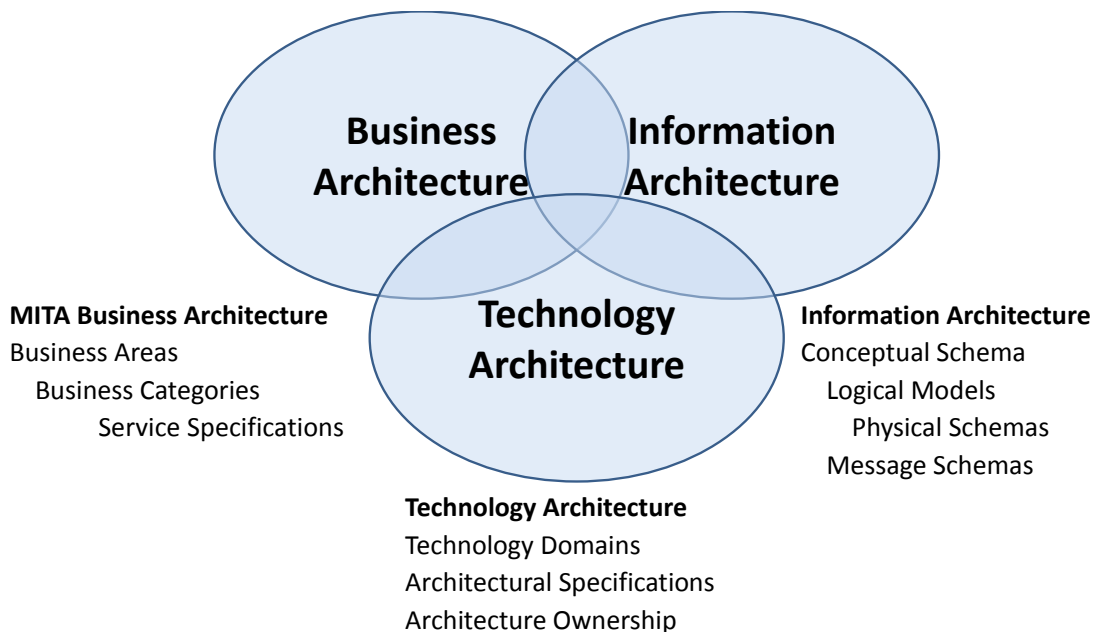
VENDOR	PRODUCT	PURPOSE	VERSION	COMMENTS
Packard				be required depending on requirements
Hewlett Packard	Loadrunner	Performance testing	12.01	Additional licenses may be required depending on requirements
Author-IT	Author-IT	On-line help development software	5.5	Additional licenses may be required depending on requirements
Adobe	Captivate	eLearning content	9	Additional licenses may be required depending on requirements
CA	Nimsoft	Infrastructure monitoring	8.4	Additional licenses may be required depending on requirements
Nessus	Security Center	Security scanning	5.1	Additional licenses may be required depending on requirements
Symantec	Scan Engine	Anti-Virus	7	Additional licenses may be required depending on requirements
Splunk	Splunk Core	Log Analytics	6.2.5	Additional licenses may be required depending on requirements
Vormetric	Vormetric	Encryption at rest	5.1	Additional licenses may be required depending on requirements
Microsoft	Active Directory	Domain Controller	2008	n/a
VMware	vSphere	Virtualization platform	5.5	Additional licenses may be required depending on requirements
VMware	View	Desktop virtualization	4.x	Will be upgrading to version 5.x. Additional licenses may be required depending on requirements
Red Hat	Linux	Operating System	6.11	Additional licenses may be required depending on requirements
Microsoft	Windows	Operating System	2008 R2	Additional licenses may be required depending on requirements
Symantec	NetBackup	Backup software	7.7.2	Additional licenses may be required depending on requirements
EMC	Recover Point	Storage Replication	4,5	Additional licenses may be required depending on requirements

VENDOR	PRODUCT	PURPOSE	VERSION	COMMENTS
VCE	vBlock	Virtualization Infrastructure	320GX	Additional hardware may be required depending on requirements
Oracle	Exadata	Database Infrastructure	X5-2	n/a
Simplivity	OmniCubes	Virtualization hosts	CN3000	could be expanded by adding more units
CISCO	ASA 5585	Firewall	9.1	n/a
F5	BIG IP 6900	Load Balancers	11.3	n/a
EMC	Data Domain	Backup Storage	5.4	Additional hardware may be required depending on requirements

2.1.2 Core Technology

This subsection identifies technologies comprising the Solution core infrastructure. As noted earlier, Offerors should propose an architecture that is consistent with HSD’s HHS 2020 Enterprise Architecture (**Error! Reference source not found.**), with MMISR and solution requirements and that also reflects Offeror’s best recommendations regarding an efficient and sustainable approach to implementing the State’s vision. HSD is seeking a Solution that incorporates long-term, flexible scalability, virtualization and real-time failover. Offerors are encouraged to propose COTS products, open source and to adopt proven industry best practices throughout its proposed Solution.

FIGURE G 1 HHS 2020 ENTERPRISE ARCHITECTURE



2.1.2.1 Infrastructure

The Solution is intended to provide the host infrastructure and to organize and manage the proper use of standard schemas, services and applications required to support the MMISR Solution and the HHS 2020 Enterprise. Offerors shall propose all required hardware, software, telecommunications or other infrastructure required to implement the Solution, with emphasis on resilience, scalability, reliability and security.

2.1.2.2 Service Integration

Facilitated by an Enterprise Service Bus (ESB), Offeror's proposed Solution for Enterprise service integration must:

1. Manage, monitor and control routing, integrity and security of message exchanges;
2. Resolve contention between communicating service components;
3. Enforce versioning of services and messages and the proper retirement of outdated services;
4. Implement and manage common services, such as logging/auditing services, event handling, data transformation and mapping and message and event queuing and sequencing;
5. Provide structured exception and error handling;
6. Provide protocol conversion;
7. Enforce communication service quality;
8. Enforce policies such as Service Level Agreements, security, service retries and others as the Vendor recommends; and
9. Implement other SOA best practices for service and message management.
 - a. Secure and ensure the integrity of State information flowing through the Solution;
 - b. Use Single Sign-on (SSO) and Identity and Access Management (IdAM) to implement Authentication, Authorization and Auditing; establish, integrate and manage unique logon IDs and security profiles for Stakeholders, Users and other Contractors seeking access to the MMISR Solution;
 - i. Use a state-produced Active Directory for State employees for full integration of managing user access to all SI components and is based on Active Directory security groups so that, for State

employees, there is no secondary user management within SI components; and

- ii. Use IdAM for all other users;
- c. Facilitate integration with access to services for data sharing between applications and entities, in accordance with service contracts and security policies;
- d. Provide for successful integration of APIs when service interfaces are not available/feasible;
- e. Support automated and integrated service checkpoints to monitor service accuracy and completeness before proceeding to the next step or application batch process;
- f. Identify and use standards, protocols and methodologies to develop, maintain and execute privacy and security audit processes, procedures and audit trail information and restrict access when anomalies are detected;
- g. Provide the ability to suspend processing of erroneous transactions until the error is resolved and provide notification of the error and resolution;
- h. Monitor usage and maintain a record of resource levels and consumption within the Solution;
- i. Provide a central log of all problems and errors that includes error statistics by service, message, transaction and source;
- j. Distinguish between errors (stop process) and exception conditions (skip transaction and continue process);
- k. Perform SOA-related business process and service management;
- l. Capture performance data (e.g., elapsed time, dates) to support continuous improvement; and
- m. Support common SOA and Enterprise integration patterns, including publish/subscribe, broadcast, intermediaries, splitter/aggregator, parsing and validating messages and others as recommended by the Vendor.

Refer to the MMISR Bidders Library for a summary of known web services (Addendums 12 and 16) required for the MMISR Solution. For proposal purposes, Offerors should assume an additional thirty (30) as-yet-unknown services will be required, following requirements sessions.

Table G: 2 below lists the types of services that the Solution must perform for the MMISR Solution and for the HHS 2020 Framework (as well as related services from the preceding list).

TABLE G: 2 SOLUTION SERVICE INTEGRATION

OPERATIONS and MANAGEMENT
Statistics and status error tracking
Logging and reporting
Alerting
Service level agreement (SLA) policies
Service usage tracking for chargeback/showback
Message tracking
Message throttling
Message retries and re-delivery
Error tracking
Endpoint failover
Load balancing
Continuous availability
Traceability
SECURITY
Authentication
Authorization
Metadata awareness and auditing
Encryption both in transit and at rest

Identity proofing
Single sign on (SSO)
Rights management
MEDIATION
Message transformation and protocol translation
Message routing
Message validation caching
Message re-sequencing
Reliable messaging
Pass-through messaging
Data Quality Management
Protocol translation
Caching
Service callout
Service composition
SERVICE HOSTING
Service containers
Component model
Service registry
ADAPTERS AND TRANSPORT (Vendor's Solution must at a minimum include the following)
SOAP

HTT/HTTPS/REST
JSON
ATOM (type of data encoding for RSS)
JMS
EJF
Email
FTP/SFTP/SSH
Database adapters
Custom adapters
Third-party adapters
X12
HL7

2.1.2.3 Non-Service Interfaces

Offeror’s proposed Solution must provide the framework for all internal and external interfaces that may not necessarily be services but which are required for the MMISR Solution (EDI, FTP, ETL, flat file and other). Refer to the MMISR Bidders Library for a summary of interfaces required for the MMISR Solution. Offerors shall propose an HHS 2020 compliant solution architecture that can efficiently and accurately handle these interfaces including initial set-up, testing, modifications and additions. Offerors should propose a scalable architecture and approach that uses flexible interface standards to enable interfaces and data extracts with other applications and products.

Electronic Data Interchange (EDI) tool – to handle exchange of approved EDI transactions. HSD expects the MMISR Solution to use at least the following X12 and NCPDP transaction sets (see <https://www.cms.gov/Regulations-and-Guidance/Administrative-Simplification/Code-Sets/index.html>):

1. Eligibility Benefit Inquiry and Response (Set ID 270, 271);
2. Claim Status Request and Response (Set ID 276, 277);

3. Prior Authorization Review Request and Response (Set ID 278);
4. Managed Care Organization (MCO) Capitation Payment (Set ID 820); MCO Enrollment and Maintenance (Set ID 834);
5. Claim Payment/Advice (Set ID 835);
6. Professional Claim (Set ID 837P);
7. Institutional Claim (Set ID 837I); and
8. Dental Claim (Set ID 837D).

2.1.2.4 Core Services

This subsection identifies the highly shared, or “core” services that must be used by the selected Contractor across the HHS 2020 Enterprise.

- 1) **Master Data Management (MDM) –the selected Contractor must implement master data services to address:**
 - a) **Master Client Data** – integrate client data from disparate systems including Federal verification and commercial data sources and link them to create a master demographic record, containing the most current data from all matched systems, for each citizen receiving State services and creating a unique identifier for each individual;
 - b) **Master Provider Data** – match and integrate source records and identifiers from disparate systems to create a master provider record containing the most current data from all matched systems for each provider participating in the HSD programs and those of partner agencies, create a unique identifier for each provider and maintain relationships between providers, groups and practice locations;
 - c) **Master Agency Data** – match and integrate source records and identifiers from disparate systems to create an master agency record to reliably indicate which HHS 2020 participating agency provided, requested or received data from MMISR, with each participating agency to have a unique identifier;
 - d) **Master Employer Data** – match and integrate source records and identifiers from disparate systems to create a master employer record containing the most current data from all matched systems for each employer and create a unique identifier for employer. (There is a possibility that this will be handled through an agreement with NM Department of Workforce Solutions.); and
 - e) **Other Master Data** as required by individual modules (master claims index, master prior authorization, etc.)
 - f) The Offeror’s proposed MDM Solution(s) shall:

- i) Provide a sophisticated matching function to match, link and integrate records, to prevent creation of duplicate records, to provide a configurable method for resolving near matches (controlling the percentage of false positives and false negatives) and to allow the State to manually or automatically link or unlink an entity within an identified index;
 - ii) Improve data quality by identifying and correcting data inconsistencies between systems and data duplication within systems;
 - iii) Support ongoing control of data through established data governance practices that store and maintain items in a consistent fashion and format across all systems; and
 - iv) Enable sharing of data throughout State government by storing essential shared information in each MDMs respective repository.
- 2) Address Standardization –Offeror shall propose a single service used by any HHS 2020 application to standardize and normalize addresses, whether for businesses, consumers, households, or other locations.
 - 3) Customer Communications Management – Offeror should propose a single solution to send notices, alerts, forms and other communications by various channels (physical mail, email, text, other) to external consumers, providers, payers, as well as internal Stakeholders.
 - 4) Electronic Document Management – Offeror shall propose a single solution for electronic document management across the Enterprise to meet the current and future needs of the HHS 2020 Enterprise.
 - 5) Identity Proofing – Offeror shall propose a single identity proofing solution which will validate the identities of stakeholders utilizing applications across the HHS2020 Framework.
 - 6) System Integrity Protection and System Threat Detection – Offeror shall propose a solution, which may include a suite of tools, for preventing and detecting system threats, intrusions, attacks or other types of cyber-fraud across the Enterprise Framework.

The selected Contractor will be responsible for creating and enforcing standards, protocols, standard schemas, message patterns, web service definition language (WSDL) and governance for all consumers of these highly shared, core service(s). This procurement does not include scope to modify any of the consuming systems.

2.1.2.5 System Migration Capability and Repository

Offeror’s proposed Solution must encompass not only SOA-compliant integration capabilities to manage real-time message exchanges between HHS 2020 systems, but it also shall be responsible for supporting the migration from legacy systems to new HHS 2020-compliant systems and services.

To accomplish this, the selected Contractor should create a Systems Migration Repository (SMR) that will provide a robust, yet secure, environment for migrating data from source and legacy systems into the HHS 2020 Framework. To do that, it will consume copies of entire databases, files and other types of extracted data, put those data into repositories, measure and improve data quality and make those data available in an approved format (schema) to systems inside the HHS 2020 Enterprise. The SMR is only meant to facilitate system migration. It is not meant to be a transactional source of data, nor is it meant to be the ongoing source for an Enterprise Data Warehouse (EDW), although the Data Services (DS) Contractor may use the SMR as a source for initial creation and population of an EDW or equivalent, just as other Enterprise Contractors will use it to populate its private data stores. However, the SMR is meant to serve future Projects that will use the SI platform after MMISR is completed to interact with a wide range of source systems and data storage structures and ensure that any data transmitted into the Solution SMR maintains the appropriate metadata necessary for identification of the original system and data format. Offeror's should propose to implement a solution that can be used for future system migrations that go beyond the MMISR program, along with repeatable processes, policies and procedures for using the SMR for future migration Projects. Offeror's proposed SMR Solution:

1. Must preserve the integrity of source systems' data (structure, constraints, keys and values), and employ processes and tools that stage, cleanse and organize data before it is made available to other HHS 2020 systems and services. Once in the SMR, data integrity, including referential and foreign integrity must be maintained;
2. Must comply with all applicable business, Federal and State compliance security requirements;
3. Must include a metadata repository that provides descriptions of source data structures, formats and definitions and mappings to target HSD 2020 Information Architecture schemas;
4. Use effective-dated transactions and table updates, either future dated or retroactive, with the ability to specify data edits by transaction type as required to maintain data and transaction integrity within the SMR;
5. Audit and reconcile all imported and exported data and that provides automatic program checks to verify correct processing and data integrity;
6. Support physical-to-logical model mapping and rationalization and provide ability to define model-to-model relationships among repository objects, data models and data flows via graphical, attribute-level mapping;
7. Extend and share metadata bi-directionally with other tools and through automated synchronization of metadata across multiple instances of the tools;
8. Support multiple secure environments required for SMR and for the MMISR Solution (e.g., development, test, production); and

9. Enable role-based security, security to the attribute level of the database, audit trails and safe storage and handling of data in accordance with all applicable security requirements.

HSD expects that the following kinds of tools will be required for the SMR:

1. ETL/ELT tools to extract data from source/legacy systems and load into the SMR and to move data within the SMR;
2. Data Profiling tools to evaluate the quality of data within and across source data sets;
3. Data Quality Management tools to update data and restructure data for consumption by HHS 2020 systems;
4. Data Modeling tools to model and maintain the HHS 2020 Information Architecture models; and
5. Metadata Repository tool to manage the source metadata as well as the metadata for the HHS 2020 IA schemas and data rules.

The selected Contractor must procure all hardware and software needed to implement, maintain and operate the SMR, configure the infrastructure, design and develop the SMR, secure access to the platform, perform data conversion, load the SMR prior to go-live for the SI and maintain the SMR throughout the life of the contract.

The selected Contractor must perform all work required to plan, design, create, manage, maintain, monitor, back up and modify the SMR to support the migration of systems from legacy to the MMISR system. In addition, the Contractor must assess current and future system migration needs to size the SMR appropriately and to provide an ongoing SMR for future Projects.

2.13 Tools

A wide range of automated tools will be needed to adequately design, develop, test, implement, maintain and operate the Solution. Offerors must propose and the selected Contractor must deliver and manage the full range of tools necessary to effectively and efficiently deliver all requirements in this SI RFP. Following is a recommended list of tools for consideration.

2.1.3.1 Design & Development Tools

1. Data – including data modeling, database management, database maintenance, archiving and purging data and interfaces;
2. Requirements – including requirements development, management and traceability;

3. Testing and Testing Management – including test data, test scripts, test management and test support (e.g., capacity, regression, performance);
4. Configuration Management and Change Control – including code migration and approval, automated builds and releases, version control, code and build management and reporting;
5. Project Management – including Microsoft Office suite (Word, Excel, PowerPoint, Project and Visio), collaboration, schedule/work plan, resource management and asset management;
6. Composite Applications, Orchestration and Service-related Tools;
7. Business Process Management (BPM) – including BPMN or other graphical notation, used by BPOs and other teams constructing orchestrations or other coarse-grained services;
8. Workflow – to be used by application developers to include human task management, escalations and other human interactions;
9. Business Rules Engine (BRE) – including forward and backward chaining, testing, simulations, to be used by application/service developers in controlling BPM, workflow and other orchestrations;
10. Document Management – including structured and semi-structured document formats, storage and retrievals, publishing of documents, quality checking, reformatting and exports/printing in various formats;
11. Quality Assurance/Quality Management (QA/QM) – including sampling, tracking, analysis and reporting;
12. Data Quality Management (DQM) - provide tools for Data Stewards and Data Administrators to measure data quality, make improvements in structure, integrity constraints and content, to create data that are consistent with IA standards and available for consumption by HHS 2020 systems as they are migrated, populated and brought on-line; and
13. Security – including security scanning, security management, application security administration, patching and update management, and audit logging.

2.1.4 Hosting

Offerors may propose either a Solution hosted on-site in the NM DoIT Simms Data Center in Santa Fe, NM, with a failover build-out at HSD’s non-production site in Albuquerque, NM, or an alternative hosting Solution (e.g., cloud or Contractor-hosted location). Offerors proposing an alternative hosting Solution may be asked by the State to provide a proposal that includes, among other elements, the associated transfer costs to move the Solution to the State-hosted data center at contract transition or at any other point in the contract life upon HSD request. The selected SI Contractor will be expected

to develop a work plan that describes in detail the activities, resources and timeline required to transfer off-site infrastructure to the State data center and back-up facility.

2.1.5 Required Protocols and Standards

Offeror's proposed Solution must comply with and/or support all applicable Federal, State or other applicable regulations, guidance and laws, including, at a minimum, the applicable standards and protocols listed below and identified in Addendum 14 - HHS 2020 Security and Privacy Standards.

1. Americans with Disabilities Act (ADA)
2. American National Standards Institute (ANSI) Accredited Standards Committee (ASC) X12
3. ASTM International Continuity of Care Record
4. Extensible Markup Language (XML) Simple Object Access Protocol (SOAP)/ JavaScript Object Notation (JSON)
5. e-Business XML (ebXML)
6. Electronic Data Interchange for Administration, Commerce and Transport (EDIFACT)
7. Federal Information Processing Standards (FIPS)
8. Federal Risk and Authorization Program (FedRAMP) certification if any SI components or services are hosted in the Cloud. If the Vendor and its Solution are not FedRAMP certified and SI components or services are hosted in the Cloud, the Vendor must offer its plan to achieve such certification if applicable.
9. Health Level 7 (HL7) (specifically, HL7 Quality Reporting Document Architecture, HL7 Continuity of Care Document)
10. National Institute of Standards and Technology (NIST) Special Publication 800-131A, Revision 1
11. CMS Minimal Acceptable Risk Standards for Exchanges (MARS-E) 2.0, 2015
12. Federal Information Processing Standards (FIPS) 140-2, Security Requirements
13. Federal Information Security Management Act (FISMA) of 2002
14. Health Information Technology for Economic and Clinical Health (HITECH) Act
15. Health Insurance Portability and Accountability Act (HIPAA) of 1996
16. Internal Revenue Service (IRS) Publication 1075

17. ISO 27002, ISO 27003, ISO 27005 and ISO 27034, Information Security
18. ISO 15408, Information Security
19. New Mexico Administrative Code (NMAC) 1.12.20, Information Security Operation Management
20. NIST 800-100, Information Security Handbook: A Guide for Managers, 2007
21. NIST SP800-53A, Assessing Security and Privacy Controls in Federal Information Systems and Organizations Building Effective Assessment Plans, 2014
22. Social Security Administration (SSA) Office of Systems Security Operations Management Guidelines
23. Payment Card Industry Data Security Standard (PCI DSS)

2.1.6 Solution Implementation

The selected Contractor will be required to perform all work necessary to achieve the goals outlined below, regardless of whether an action or task is expressly identified in this Section. The selected Contractor must:

1. Complete planning related to the Solution;
2. Design, develop, procure, implement and test the Solution;
3. Bring the Solution to an operational status;
4. Ensure adherence to the MITA 3.0 and Seven Conditions and Standards and work with HSD to achieve MITA Level IV; and
5. Ensure CMS Certification of the Solution subsystem of the MMISR Solution.

Offerors should identify in its proposals any additional work they believe is required to successfully implement and obtain CMS Certification for the Solution.

2.1.6.1 Solution Infrastructure, Procurement and Setup

The selected Contractor must procure all hardware, software or other items required to implement its proposed Solution.

As noted above, the Contractor has an *option* to install infrastructure in the NM DoIT Simms Data Center in Santa Fe, NM and in HSD's non-production data center in Albuquerque, NM, with the agreement and consent of the State. In such event, the Contractor must work with HSD and DoIT representatives well in advance to fully understand all requirements related to such an installation (e.g., floor space, security,

preparations, installation services, support services, timing, change control, safety) and to plan and perform the installation in accordance with State requirements.

If the decision is made by both parties to install infrastructure in the NM DoIT Data Center, then in collaboration with HSD and DoIT, the Contractor must perform all work required to install all proposed software on appropriate hardware as agreed upon with the State. The Contractor must configure and tune the installed software in all environments as required to meet Solution requirements and explain in detail which environments will be set up for each component, whether any components share resources and the rationale behind the proposed architecture and setup.

Irrespective of whether the Solution infrastructure is hosted on State equipment or in the cloud or in a Vendor-hosted Solution, the Contractor must implement multiple environments including, at a minimum, development, quality assurance testing (QAT), user acceptance testing (UAT), system integration testing (SIT), production, production patch, production support, training and performance. Contractor's testing must demonstrate that the infrastructure is functioning fully and correctly as needed to support other aspects of Solution development, implementation and operation.

The Contractor must document and maintain current documentation of the Solution production and disaster recovery infrastructure, including the initial installation, software configuration and comprehensive, accurate architecture maps and diagrams showing the fully installed Solution. The Contractor must work with HSD technical staff throughout this process to ensure knowledge sharing and knowledge transfer is completed in a manner which provides HSD technical understanding of the installation.

The Contractor must develop and/or update all required documentation (not previously completed) for the following CMS EPLC phases: Planning (Configuration Management Plan), Requirements Analysis, Design, Development, Test and Implementation. See <https://www.hhs.gov/ocio/eplc/index.html> and <https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/XLC/Phases.html>.

2.2 Program Management and Integration and Migration Planning

Upon contract award, the selected Contractor must implement a disciplined and comprehensive set of program, project and contract management processes, tools and artifacts to effectively manage its work. All Contractor project management tools must be compatible with State project management tools.

Where noted below, the Contractor shall adopt (or integrate with) MMISR Project-wide processes and tools so that a single, effective approach to understanding, managing and communicating about the entire Project is possible across all Stakeholders.

2.2.1 Project Management Office

The Contractor's proposed project and contract management practices must reflect accepted best practices (e.g., Project Management Body of Knowledge, with documented methodologies specific to the Contractor's organization), complemented by insight gained from successful work on services and technology Projects of similar size and

complexity for customers like the State of NM. The Contractor's Project and contract management approach should be practical, results oriented, and readily implemented.

At a minimum, the Contractor must have the processes and tools necessary to perform the highlighted programs, projects and contract management activities listed below for the SI module.

2.2.1.1 System Integrator Schedule Management

The selected Contractor shall develop and maintain a HSD approved work plan for all Project work throughout the contract duration and report against the detailed work plan for all work to be performed by the Contractor. The Contractor's detailed work plan will become part of the overall MMISR integrated Master Schedule. The Contractor's work plan must address its responsibility to monitor and enforce security, integration, transmission and similar standards on the Project and consolidate and report all findings regarding testing, compliance, deliverables and quality to the State.

The detailed work plan, at a minimum, must be:

1. Based upon the high-level work plan provided as part of the Contractor's proposal;
2. Developed and maintained in Microsoft Project or a Project scheduling tool of comparable or greater capability, as agreed upon with HSD;
3. Of sufficient detail to allow the Contractor to accurately monitor and report status of activities and tasks from week-to-week;
4. Done in a manner to ensure that the Master Schedule includes all agreed-upon SI-related tasks and activities, milestones, reviews, dependencies, durations and a critical path; Reviewed in draft with HSD not later than fifteen (15) business days after contract award and finalized (SI baseline 1.0) no later than twenty-five (25) business days after contract award; and
5. Archived for future reference.

The Contractor must monitor and report on SI tasks in the consolidated Integrated Master Work Plan and:

1. Report weekly and monthly on progress against the planned schedule and identify existing or prospective schedule-related issues or risks;
2. Provide schedule status at least once a week;
3. Identify issues related to delays or dependencies, recommend approaches to address such issues without adversely impacting the overall Project success or at least minimizing impact on the Project and report on these to HSD;

4. In conjunction with other tasks or Project developments, recommend updates to the work plan, coordinate these with HSD and, if approved, incorporate them into the work plan and create an updated baseline schedule;
5. Solicit input from other HHS 2020 Stakeholders and MMISR Contractors as needed;
6. Participate with the State and/or with other Contractors supporting the MMISR Project to address questions, issues or decisions related to the MMISR integrated master plan; and
7. Report monthly on overall progress against the SI and the BPO integration tasks, which will be maintained as part of the MMISR Integrated Master Schedule.

2.2.1.2 System Integrator Risk Management

The selected Contractor must work with the State-led PMO and the State's IV&V Contractor to actively identify and manage SI risks related to the overall MMISR Project. All Contractor project and risk management tools must be compatible with State project management tools. The Contractor must use a State-approved risk matrix to identify risks, describe risks and their potential impact, assess risk severity and probability of occurrence, assign risk owner(s), recommend mitigation plans and provide updates on status or mitigation while the risk is active. Contractor's tool must incorporate risks identified by the State's IV&V Contractor.

Contractor will be responsible for providing input on risks and risk mitigation, and risk-related issues and action items from the standpoint of the overall MMISR Solution, as well as input specific to SI implementation and operation. Contractor also will be responsible for acting on the risks and risk-related issues and action items assigned to the Contractor by the HHS 2020 PMO. Such activities include cooperation with the IV&V Vendor, and development of Risk Remediation and Contingency Management plans.

The Contractor must participate in risk management meetings at least once a month with the State-led PMO and with other MMISR Project Contractors, including the IV&V Contractor. The Contractor must work to complete risk mitigation plans, to obtain State approval of risk mitigation plans and to collaborate on implementation of approved mitigation plans.

2.2.1.3 System Integrator Action Item and Issue Management

Active, on-going management of open action items and issues is essential to keeping work on track. The Contractor must work with the State-led PMO to actively identify and manage SI and other module action items and issues that are associated with completion of work for the SI module. The Contractor must use an action item matrix and issue tracking matrix approved by HSD and update the matrix as action items are completed or issues are addressed so that each matrix remains current.

Working in collaboration with the State-led PMO and/or other MMISR Project Contractors, the Contractor must validate issues or action items, assign priorities, specify

responsibility for resolution, establish deadlines and develop resolution approaches for assigned action items or issues. The Contractor must promptly address open action items and issues.

2.2.1.4 System Integrator Budget and Financial Management

The Contractor must provide input necessary to maintain financial tracking, forecasting and reporting for the SI contract as it relates to the MMISR Project as a whole. The Contractor must provide financial information on Project costs to assist with development of Advance Planning Document (APD) updates, NM DoIT Project Certification Committee (PCC) reports and hearings, business cases for the State budget and any other documentation associated with explaining and/or maintaining funding for the module and the MMISR Project.

2.2.1.5 System Integrator Resource Management

To successfully perform the work defined within this RFP, the Contractor's team must have significant expertise across a wide range of domains, including Enterprise program operations, technology, integration, operations, procurement, Project management and more. The SI Contractor must provide sufficient staffing and expertise to deliver the required work throughout the life of the contract.

The Contractor must propose a staffing model that demonstrates how it will provide all of 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 demonstrates an understanding of SI requirements, including consideration of how Systems Integration fits within the MMISR Solution and approach, as well as how it fits within HHS 2020. Additionally, the Contractor demonstrates an approach for accessing appropriate subject matter expertise to address Project-related requirements, or requirements that CMS imposes or recommends, throughout the Project life.

The Contractor must provide sufficient skilled staffing as may be necessary to support the successful implementation of the entire Project through implementation, operations and CMS certification. The SI Contractor must manage its staff throughout the SI contract life in a manner which will enable performance of the responsibilities listed below, at a minimum:

ORGANIZATION STRUCTURE

1. The Contractor's organization structure for the SI team must enable effective management of all resources to successfully deliver high quality performance under the SI contract.
2. Within five (5) business days of contract award, the Contractor must update the organization structure provided in the SI proposal if necessary and shall brief the State on that structure, roles and responsibilities for each position, required skills and staff identified to fill positions if they differ from that described in Offeror's proposal.

3. The Contractor shall submit to HSD for approval any significant changes to the number or mix of Key Personnel staff assigned to the SI Project prior to implementing such changes.
4. The Contractor shall submit to HSD for approval any changes to the organization structure diagram and shall brief HSD in advance of implementing a new structure if Contractor believes that restructuring is needed over the SI Project life.

STAFFING

1. The Contractor must assign staff with the requisite skills and experience necessary to successfully execute all work required under the SI contract.
2. The Contractor must manage staff performance throughout assignment to the SI Project and promptly address any issues, including issues raised by the State, regarding work quality, behavior, etc.
3. Every individual assigned to work the SI Project must comply with HSD training requirements.
4. The Contractor must report at least quarterly to HSD (using an HSD-provided template) regarding who is assigned to the Project, start date, role, compliance with training requirements and access status (i.e., HSD security badge, email address).
5. The Contractor must implement a consistent and thorough on-boarding process to introduce new staff to the SI Project, the MMISR Project and HHS 2020 to ensure that individuals are fully oriented to the environment, goals, status, tools, training requirements, security requirements, etc., needed to understand the Project and to successfully perform its respective role.
6. The Contractor must ensure that staff complete HSD-required training in a timely manner and that they receive such other training as may be needed to effectively perform assigned roles on the Project.
7. The Contractor must implement a consistent transition process to ensure that when an individual leaves the Project all pertinent work materials are stored in the HHS 2020 Document Library, equipment is returned, security access is revoked, HSD badge is returned and that knowledge transfer is accomplished to minimize the adverse impact of staff transitions off the Project.

KEY PERSONNEL

The term “Key Personnel” means Contractor staff agreed upon by the State and the Contractor to be both instrumental and essential to the Contractor’s satisfactory performance of Project and module requirements. Contractor shall base its Key Personnel staffing model on its detailed Project management plan and schedule. Contractor shall consider the changing needs of the Project by phase (as identified in the Medicaid Enterprise Certification Lifecycle) for System Integration when

developing the staffing model. For example, during the Initiation and Planning Phase, the System Integrator acts as an architect in developing the Enterprise Solution blueprint. However, in the Requirements, Design and Development Phase, the System Integrator must act as an interface developer and tester to ensure specific components interoperate from a data and functionality standpoint (as outlined in the CMS Uniform RFP Guide version 4.2).

Contractor must describe in its proposal the scope and responsibilities of each Key Personnel position(s), the name, title, skill set, experience and location by phase. Offeror's proposal submission must include a resume for each position proposed. If Offeror objects to classification of any of the positions listed below as "Key Personnel" it must so explicitly state in its proposal and present its argument for exclusion. Offeror should propose a staffing plan and listing of Key Personnel positions that it believes is appropriate and necessary to implement its Solution.

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 SI Contractor as described in this RFP will not be negatively impacted by the sharing of Contractor staff across clients or projects.

KEY PERSONNEL

- Project Executive
- Project Manager
- Solution Architect
- Implementation/Integration Manager
- Data Manager
- Database Administrator (DBA)
- Test Manager
- Interface Manager
- Data Conversion Manager
- System Operations Manager
- Quality Assurance Manager
- Functional/Business Manager
- Security Manager

ADDITIONAL REQUIREMENTS FOR KEY PERSONNEL

1. The Project Manager must be an employee of the Offeror or 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 to the Project for no less than the first six (6) months of the contract performance period;
4. Contractor shall request no substitutions of Key Personnel within the first sixty (60) days of the contract unless such substitutions are made at HSD request or they are necessary due to sudden illness, death, resignation or other reasons to which HSD may or may not approve; and
5. Changes to proposed Key Personnel positions, staff and responsibilities are allowed only with prior written permission from HSD.

While the Contractor must make every effort to maintain a stable Key Personnel team for the Project duration, Contractor must acknowledge that HSD has the right to refuse any replacement, substitution or reassignment of duties for Key Personnel on the SI Project. Prior to making any Key Personnel changes, the Contractor shall 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. All Contractor staff and subcontractors shall perform work in the United States; no off-shoring of any work under this contract is allowed.

WORK HOURS AND HSD BROADBAND CONNECTION

1. Business hours for the State of New Mexico are Monday through Friday, 7:30 AM through 5:30 PM Mountain Time (MT) except for State holidays. Contractor staff shall be available throughout normal NM business hours.
2. At Contractor request and expense, NM DoIT shall provide a broadband circuit to the Contractor, enabling connectivity to the HSD network and making the Contractor a node on HSD's 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 operating system patches, separation of any wireless network, maintaining up-to-date antivirus protection and implementing perimeter firewalls.

2.2.1.6 System Integrator Meeting Planning and Administration

The Contractor, working with the State-led PMO and/or other MMISR Project Contractors, must plan, lead and/or facilitate and document the results of meetings associated with the Contractor's work.

For each meeting the Contractor plans, the Contractor shall:

1. Identify required participants and schedule the meeting;
2. Prepare and circulate in advance of the meeting an agenda showing the meeting's objective and topics to be addressed;
3. Prepare and distribute materials or presentations for use in the meeting, as needed;
4. Lead or facilitate the meeting;
5. Document meeting notes that include meeting date, purpose, participant information, decisions taken, action items identified and any new issues raised in the meeting;
6. Circulate meeting notes to all participants within two (2) business days of the meeting date; and
7. Update the meeting notes to reflect any corrections from participants and post these to the HHS 2020 Document Library within three (3) business days of the meeting date.

The Contractor shall, at HSD request, participate in HHS 2020 Steering Committee meetings and other meetings as required. The Contractor may be requested to prepare presentations or other materials for use in such meetings and will make presentations when requested by HSD.

2.2.1.7 System Integrator Reporting

HSD and the MMISR Project are subject to a variety of reporting requirements, including those of CMS and of the NM DoIT. Additionally, for the MMISR Project some reporting is required specifically to address individual Contractor status and progress, while other reporting will address the state of the MMISR Project as a whole. The Contractor shall monitor and validate whether the MMISR module Contractors adhere to the SI Project reporting, testing, security and integration processes.

At a minimum, the Contractor shall:

1. Deliver a weekly status report on the SI Project in a format agreed upon with HSD detailing:
 - a. Work planned for the previous week versus work completed;

- b. Work status (red/yellow/green) by task, work breakdown structure or other category agreed upon with the State;
 - c. How and when work that was planned but not completed will be finished;
 - d. How any task with a red or yellow status will be returned to green status;
 - e. Any issues or barriers affecting timely completion of work;
 - f. Work planned for the upcoming period; and
 - g. Open action items and issues requiring resolution within the two (2) week reporting period.
2. Identify risks affecting work currently underway or planned for the upcoming week.
 3. 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. SI Project status (red/yellow/green) by categories agreed upon with the State;
 - c. Open action items and issues relevant to the reporting period; and
 - d. SI Project risks (which should appear in the MMISR Project risk matrix).
 4. Deliver a monthly update on progress against the SI work plan reflecting actual progress against planned work, identification of any schedule slippages or impacts on dependent tasks and listing the steps that will be taken to address schedule-related issues.
 5. When requested, provide a monthly executive-level dashboard-style report summarizing SI Project status at the highest level in a format to be agreed upon with the State.

2.2.1.8 System Integrator Project Document Library

HSD hosts and maintains a secured SharePoint principal repository (the HHS 2020 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 also will reside in the Document Library.

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

1. Draft deliverables;
2. Templates;
3. SI work plans;
4. Status reports, including reports on the Integration Plans of BPOs;
5. Risk, Issue and Action Item matrices;
6. Meeting-related documentation (e.g., agendas, meeting materials, presentations, meeting notes);
7. Other working documents as needed or as requested by HSD (including change control logs) and
8. Final deliverables.

2.2.1.9 System Integrator Stakeholder Collaboration

The HHS 2020 vision and the MMISR involve a wide range of Stakeholders. The Contractor must collaborate with, participate in meetings with and otherwise coordinate with Stakeholders as required to complete work under the contract resulting from this procurement. As Stakeholder contributions are vital to the successful implementation of the HHS 2020 Framework, all MMISR Contractors will need to actively engage Stakeholders. The Contractor must take all necessary steps to ensure that Enterprise Contractors collaborate with, participate in meetings and otherwise coordinate with Stakeholders in matters relevant to systems and process integration.

2.2.1.10 System Integrator Deliverable Development and Review

For written 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 following steps:

Step 1: Deliverable Outline. Develop a concise, bulleted outline for the deliverable. The outline includes: (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 shall walk through the outline with the State to reach a shared understanding of the intended deliverable. Following this discussion, the Contractor shall update the outline, if necessary, to reflect changes agreed upon with the State and then shall submit the

outline to HSD. Both HSD and the Contractor shall sign the final outline to indicate agreement.

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

- Step 2: Key Content Reviews. In conjunction with outline development, the Contractor shall 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, or 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 shall include KCRs in its 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 shall develop a draft deliverable using the agreed-upon outline. After the draft deliverable is thoroughly reviewed, the Contractor shall 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 staff who review the deliverable independently, will document 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 which 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 shall review the State comments and update the Comment/Response Matrix with its responses; e.g., agree to incorporate requested change, 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 shall 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 shall incorporate the agreed-upon changes into a final deliverable. Once the deliverable is thoroughly reviewed, the Contractor shall 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.

In coordination with the State, the Contractor also must review BPO deliverables related to the SI's established integration, transmission and security processes and standards.

2.2.1.11 System Integrator Quality Management/Quality Assurance

The Contractor shall develop and operationalize a *Master Quality Management Plan (MQMP)* covering all work and deliverables under the SI contract. After other module Contractors are selected and begin development and operations, the Contractor must monitor, evaluate and provide oversight of other modular QM/QA plans and integrate their efforts into the MQMP.

The Contractor shall finalize its draft *MQMP* and deliver it to the State no later than thirty (30) calendar days after contract award. The final *MQMP* must be delivered and accepted no later than forty (40) business days after contract award. The MQMP is subject to the HSD deliverable development and review process described above.

The Contractor's implementation of its State-approved Quality Management Plan must result in an active, independent QM program throughout the contract life to include:

1. Reporting progress to the State regarding corrective action plans on all deficiencies identified;
2. Conducting work groups to support and proactively engage in Continuous Process Improvement (CPI) (e.g., streamlining costs, reducing risks, streamlining processes, increasing efficiency) and to measure and report on effectiveness of new approaches or processes;
3. Reporting regularly upon QM/QA activities, including but not limited to work performed, detailed analyses of QM/QA findings, statistics related to the findings, corrective action plans and status;
4. Validating that software developed by the Contractor conforms to best practices in Software Quality Assurance. The Contractor will assist the State in ensuring that SQA tools, such as Integrated Development Environments (IDEs) are utilized, as well as tools such as Automated Code Review (ACR) and Continuous Integration (CI) tools are used to design, develop, test and integrate with other software. The Contractor must coordinate with the State on assessment and reporting of the Enterprise Contractors' software-build processes to ensure that unit tests are conducted and passed before software is built into higher level environments; and
5. Testing of the integration points and systems and security of subsequent module Contractors to ensure compliance with the SI's established standards.

2.2.1.12 System Integrator Security Management

The Contractor is responsible for establishing and enforcing the security standards that will apply across the HHS 2020 Enterprise, including all interfaces. Contractor shall be responsible for ensuring that all Enterprise Contractors are made aware of the security and transmission standards that it has established and will enforce. The SI will be responsible for reviewing and validating pertinent Enterprise Contractor documents and following the activities identified in the Integrated Master Security Management Section contained herein. The SI is responsible for delivering the Security Design and System Security Plans required by CMS. The Contractor also must provide input and participate in audits related to the Solution.

2.2.1.13 System Integrator Asset Management

The Contractor shall inventory, track and manage all principal system assets associated with its Solution for the MMISR Project using asset management processes and tools agreed upon with HSD. Contractor shall work closely and collaboratively with State staff to ensure that all assets related to the Contractor's deliverables are inventoried and included in necessary plans. The Contractor shall document and keep current all information related to software licenses and installations. Asset Management includes working with State's financial team to ensure fixed and non-fixed assets are tracked appropriately and ongoing costs are incorporated into the appropriate budgets.

2.2.1.14 System Integrator Transition Planning and Management

A smooth and successful transition requires true collaboration and effective communication among the State, other Stakeholders, the BPOs and the Contractor. Upon HSD's request, or at least one hundred eighty (180) calendar days before the contract from this procurement ends, the Contractor shall develop and submit to HSD a SI 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; and
5. Any requirements for State or other MMISR Contractor participation.

The SI Transition Plan shall take into consideration HSD-provided requirements. After HSD has agreed to the Contractor's SI Transition Plan, the Contractor must implement the plan to transition the Project to the State or to another Contractor, as required by HSD and defined in the contract issued pursuant to this procurement.

2.2.1.15 Required Deliverables

The Contractor must provide, at a minimum, the services and corresponding deliverables listed below and must execute such project management and administrative responsibilities as may be required for delivery of satisfactory deliverables.

Written deliverables must be provided in an agreed-upon format to the designated HSD point of contact. 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 its implementation.

Written deliverables for this contract are to be provided in electronic media, using the software standards listed in Table G4 unless otherwise approved in writing by HSD in advance.

TABLE G 3 SOFTWARE STANDARDS FOR SI DELIVERABLES

OUTPUT	SOFTWARE STANDARD
Word Processing	Microsoft Word 2013, or newer version
Spreadsheets	Microsoft Excel 2010, or newer version
Graphics	Microsoft Power Point 2010, or newer version
Schedule	Microsoft Project 2010, or newer version

Table G-4 identifies the minimum deliverables the Contractor must provide. This list reflects deliverables (a) required for CMS Certification, (b) required by NM DoIT to pass various gate reviews and (c) specified in this Scope of Work. All deliverables must comply with the requirements as specified by the Source listed in the Table. Offerors should refer to the following websites for detailed specifications for these deliverables: for CMS Expedited Performance Life Cycle, see <http://www.hhs.gov/ocio/eplc>; for NM DoIT Enterprise Project Management, see http://www.doit.state.nm.us/docs/project_oversight/project_cert_timeline.pdf, for Phase definitions see <https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/XLC/Phases.html>

Table G 4 Contract Deliverables

SYSTEM INTEGRATOR DELIVERABLES

PHASES	Initiation	Concept	Planning	Requirement Analysis	Design	Development	Testing	Implementation	O&M	Disposition
	DELIVERABLES									
Integrated Platform – hardware/software/ implementation Plan		B	P	I	I	I	I	F		
Asset Management Plan			P	I	I	I	I	F		U
Operations & Maintenance Plan			P	I	I	I	I	I	I/F	U
Project/contract management services	P/F									
Integration management services	B	P	I	I	I	I	I	F		
MMIS Certification	P	I	I			I		I	F	
Transition/transition support	F									
Migration Plan		B	P	I	I	F				
Project Charter	P/F									
Project Management Plan	P/F									
Risk Management Plan			P/F							
Risk Management Log			P	I	I	I	I	I	F	
Acquisition Strategy			P	I	I	I	I	F		U
Change Management Plan	B	I	P	I	I	I	I	F		
Change Management Log			P	I	I	I	I	F		
Configuration Management Plan	P/F									
Requirements Management Plan	B	I	I	F						
Communications Management Plan	P/F									
Communication Matrix	P	I	I	I	I	I	I	I	F	
Work Breakdown Structure	P	I	F							
Project Scheduling	P	I	I	I	I	I	I	I	F	
Quality Management Plan	P/F									
Staffing Management Plan	P	I	F							
Security Approach	P	I	I	I	I	I	I	I	F	U
Privacy Impact Assessment		P	I	I	I	I	I	I	F	U

PHASES	Initiation	Concept	Planning	Requirement Analysis	Design	Development	Testing	Implementation	O&M	Disposition
	DELIVERABLES									
Project Process Agreement		P	F							
Requirements Definition	B	I	I	I	F					
Requirements Traceability Matrix	B	I	I	I	I	I	I	F		
Business Process Models	B	P	I	I	I	I	I	F		U
Logical Data Model	B	P	I	I	I	I	I	F		U
Design Document	B	P	I	I	F					
Physical Data Model	B	P	I	I	I	I	I	F		U
Release Strategy			P	I	I	I	I	F		
Data Conversion		P	I	I	I	I	I	F		
Interface Control Document		P	I	I	I	I	I	F		U
Section 508 Compliance					P	I	I	F		
Implementation Planning			P	I	I	I	I	F		
Capacity Planning			P/F							U
Computer Match Agreement			P	I	I	I	I	F		U
Disaster Recovery Plan	B	I	I	I	I	I	I	F		U
Contingency Plan	B	I	I	I	I	I	I	F		U
Business Continuity, Backup & Recovery Implementation Design Document	B	I	I	I	I	I	I	F		U
System of Record Notice			B	I	F					U
Test Plan	B	I	I	I	I	I	F			
Operations & Maintenance Manual					P	I	I	I	F	U
Operations and Support Plan Document					P	I	I	I	F	U
Training Plan			P/F							
Training Manual				P	I	I	I	F		U
User Manual				P	I	I	I	I	F	U
System Security Plan	P/F									U
Security Risk Assessment	P	I	I	I	I	I	I	I	F	U
Security Design Plan	P/F									
Security Questionnaire Document	B							P	F	U
Implementation Plan	B				I	I	I	F		
Test Reports							P/F			

PHASES	Initiation	Concept	Planning	Requirement Analysis	Design	Development	Testing	Implementation	O&M	Disposition
	DELIVERABLES									
Security Certification & Accreditation Letters						P/ F				
Section 508 Product Certifications/ Exceptions						P/ F				
Service Level Agreement/Memorandum of Understanding	P/F									U
Project Completion Report										P/ F
Annual Operational Assessment										P/ F/ U
Disposition Plan			P							F
Project Archives	P	I	I	I	I	I	I	I	I	F
Stage Gate Reviews			F		F		F	F		F
Data Use Agreement	P/F									U
Technical Architecture Plan	B	I	I	I	I	I	I	F		

Key	
Baseline	B
Final	F
Interim	I
Preliminary	P
Update Yearly	U

Offeror’s proposal must acknowledge the full set of deliverables to be negotiated with HSD and written into the contract. If Offeror recommends changes or additions to the deliverable list presented in Table G 4, Offeror is to include in its proposal a description and rationale for each addition or change.

HSD reserves the right to revise and to add deliverables as needed (through the contract change process) or as required to comply with CMS and/or DoIT guidance. Prior to the Contractor initiating development of any recommended additional deliverable or suspending development of any previously agreed-upon deliverable, HSD must authorize the change in writing.

2.2.2 Integration and Migration Planning

While the State owns the vision and overall strategy for realization of the HHS 2020 vision, the SI Contractor is responsible for assisting the State with tactical program management, change management, performance management, deliverable tracking and alignment, system quality, integration testing and final acceptance testing of the MMISR Solution. Thus, the SI manages upwards to the State to help ensure overall MMISR progress and quality and manages downwards to the other Enterprise Contractors who are building out/delivering the different modules of the MMISR Enterprise Framework.

Successful integration management includes adoption and implementation as the range of services needed to plan, coordinate, manage, test, implement and operate a unified MMISR Solution for multiple modules provided by multiple Contractors. Just as System Integration plays the central role in unifying the disparate systems, services and data that will comprise the MMISR Solution, so the Contractor will be responsible for coordinating MMISR modular implementation connectivity, interoperability, readiness testing, security and maintenance.

HSD does not expect the Contractor to take ownership for other MMISR Framework module responsibilities or work products. However, the Contractor is expected to develop the migration plan to move from the legacy MMIS to the new environment; to establish standards that are needed to enable integrated operation across the MMISR modules; to communicate standards and expectations to other MMISR Contractors and to respond to questions and issues that relate to implementing those standards and requirements; to coordinate testing on the other module integration tools; to coordinate testing for CMS Certification and completion of NM DoIT phase/gate reviews across the MMISR Solution; to monitor MMISR performance against standards agreed upon with HSD; to coordinate DR planning and testing across modules; and to facilitate problem resolution for the MMISR once the full MMISR Solution is operational.

The Contractor shall work with the HHS 2020 PMO team to maintain these processes and associated tools; to manage these throughout the MMISR Project life cycle; to administer, promulgate and make them known across MMISR Project participants; and to administer the reinforcement of consistent sets of agreed-upon processes and tools used to promote efficiency, clear communication, accountability, security and interoperability.

The Contractor also shall perform the services listed below, at a minimum, to enable implementation and operation of a successful integrated MMISR Solution as desired by both CMS and the State.

2.2.2.1 Integrated SDLC Approach

The Contractor shall be responsible for implementing and socializing a consistent SDLC methodology across the Solution, including the other MMISR modules.

2.2.2 MITA Strategy Integration - Alignment with To-Be Level and Seven Conditions and Standards (SCS)

The Contractor shall be responsible for aligning the State’s MITA “ To-Be Level” and SCS goals with the SI and with the other module certification plans, validating such plans against the MITA Maturity Roadmap, identifying deviations from MITA strategy, and managing issues and communication with MITA business process owners.

2.2.2.3 Integrated Work Breakdown Structure

The Contractor shall review the State-provided Work Breakdown Structure (WBS) and incorporate the approved SI WBS into its SI Project efforts and activities. As additional modules or related HHS 2020 initiatives are implemented, the Contractor must review the approved HHS 2020 WBS to ensure that any appropriate changes or updates are incorporated.

2.2.2.4 Integrated Master Schedule Management

The Contractor shall develop, obtain HSD approval and maintain throughout the SI contract duration a master work plan for all work to be performed by the Contractor and the connectivity, interoperability and security of subsequent modules. This detailed work plan will feed into the overall MMISR integrated Master Schedule maintained by the State-led PMO. The detailed work plan is to conform to the requirements in this APPENDIX and the relevant requirements found in APPENDIX H.

The Contractor shall review the State-provided MMISR work plan and incorporate the approved SI work plan into the Master Schedule and align the schedule with other module procurement schedules (along with any other changes and updates agreed-upon with the State). Throughout the contract life, the Contractor shall work with State PMO to maintain the master work plan and actively use it to plan, manage and report on required work.

2.2.2.5 Support Enterprise Governance Planning and Implementation

The Contractor shall support the HHS 2020 PMO staff in implementing pertinent Enterprise governance requirements, in planning and coordinating appropriate governance structures, roles and responsibilities and participating in the processes that comport with the MMISR approach and its complexities.

2.2.2.6 Integrated Master Requirements Management

The Contractor shall perform the work necessary to develop and produce for State review a final set of requirements necessary to implement the proposed Solution. The result is to be a master, all-inclusive requirements traceability matrix or similarly acceptable construct. This work includes, but is not limited to:

1. Analyzing requirements documentation provided by the State at the time of contract award;

2. Planning, scheduling, documenting and coordinating the results of requirements gathering, with confirmation and/or Joint Application Design (JAD) sessions as necessary to finalize specific requirements, including (but not limited to):
 - a. Selection, installation and initial configuration of all components identified in the proposed architecture in response to the requirements in APPENDIX H of this RFP;
 - b. Capacity planning, including system sizing and expansion;
 - c. All inbound and outbound interfaces;
 - d. All service contracts and estimates of message traffic;
 - e. Connection with DoIT and HSD-provided applications (e.g., email, antivirus, network);
 - f. Selection, installation, initial configuration of BPM, workflow, BRE and other shared tooling;
 - g. Selection, installation, initial configuration of a MDM platform, EDM platform, address standardization service, notification engine and other highly-available shared services;
 - h. Performance, including workload, monitoring operational availability and performance and logging reports;
 - i. Security, including monitoring and logging reports;
 - j. Disaster recovery;
 - k. Standards and protocols for all ESB connections for web service interoperability among all MMISR modules, Federal Facilitated Marketplace (FFM), HIE, the federal data services hub, and State and Federal systems;
 - l. Selection, installation and configuration of all ETL, data profiling, Metadata repository and other system migration/data conversion tooling;
 - m. Data conversion for the SMR;
 - n. Database back-up and recovery;
 - o. Migration from the legacy MMIS to the MMISR;
 - p. ESB/Service governance; and
 - q. Data governance.

3. Scheduling, conducting and documenting requirements review sessions, including updates and production of final documents;
4. Collaborating with HHS 2020 PMO staff to ensure all requirements are captured and managed using an agreed-upon requirements management tool and process;
5. Uploading all final documents and supporting working documents (as requested by HSD), to the HHS 2020 Document Library;
6. Actively managing SI requirements through the contract life using the agreed-upon requirements management tool and processes; and
7. Monitoring and validating that the modular BPOs adopt and utilize the SI-defined transmission, security and integration requirements and processes across the entire SDLC through certification.

2.2.2.7 Integrated Communications and Engagement Strategy

The Contractor must work with the State PMO and help define communications and engagement strategies with Stakeholders and the modular Enterprise Contractors.

2.2.2.8 Integrated Master Security Management

The Contractor is responsible for taking all necessary steps for ensuring that it and all modular Enterprise Contractors follow the approved security activities and standards listed below and elsewhere in this RFP. In addition, Contractor shall be responsible for regular security assessments of the modular BPOs to ensure that they are in compliance with the State's and the Contractor's standards. The Contractor is expected to participate in Security Governance processes. Offeror's proposal must acknowledge this responsibility.

1. Personnel Screening – consistent with HSD policy, the Contractor shall conduct background checks that comply with all applicable State and Federal requirements of staff prior to authorizing access to HSD or other Stakeholders information systems.
2. Contractor Personnel Security – in compliance with HSD personnel security requirements, the Contractor shall:
 - a. Require Contractor and subcontractor staff to comply with HSD personnel security policies and procedures;
 - b. Ensure all Contractor and subcontractor staff complete HSD-provided online security-related training when they join the Project and at least annually thereafter:
 - i. Security Awareness;
 - ii. IRS Safeguards;

- iii. Health Insurance Portability and Accountability Act (HIPAA) Training; and
 - iv. Privacy Training (for information system users);
 - c. Obtain signed individual security training acknowledgements for each Contractor or subcontractor and provide these to the HSD Chief Information Security Officer (CISO) for initial training and for annual re-certifications;
 - d. Notify HSD within 1 business day of any personnel transfers or termination of Contractor personnel who have HSD credentials or badges, or who have information system privileges;
 - e. Monitor staff compliance with these security requirements; and
 - f. If access to HSD systems is needed, complete Security Access Request (SAR) form and submit to HSD ITD Help Desk.
3. Termination – upon termination of an individual’s employment or participation in the SI Project and consistent with HSD policies and procedures, the Contractor shall:
- a. Disable information system access for that individual;
 - b. Terminate or revoke any authenticators or credentials associated with the individual;
 - c. Submit applicable Delete All Security Access Request forms to HSD ITD Help Desk ;
 - d. Retrieve all security-related HSD information system-related property;
 - e. Assume control of access to HSD information or information systems formerly controlled by the terminated individual;
 - f. Notify the HSD CISO upon termination of the employee; and
 - g. Ensure physical access to HSD and to Contractor facilities is prohibited (e.g., disable badges, change access codes).
4. Rules of Behavior – prior to accessing the HSD computer network, Contractor’s staff must read the HSD Use of State Information Technology Resources policy and sign and return to the HSD CISO an HSD Information Technology Resource Usage acknowledgement that commits them to comply with HSD policy.
5. Physical Access to Facilities and Computers – for Contractor or subcontractor staff who have access to State or MMISR facilities or computers where confidential information resides, the Contractor shall:

- a. Develop, approve and maintain a list of Contractor, subcontractor and State staff with such authorized access;
 - b. Issue and manage authorization credentials for facility access;
 - c. Remove individuals from the facility access list within one (1) business day when access is no longer required;
 - d. Ensure control to Contractor or Vendor facility ingress and egress by requiring access control systems or guards and verification of access authorization before granting access to a facility;
 - e. Maintain a physical access audit log for visitors to facilities, including at a minimum the name and date and time of access;
 - f. Ensure that visitors to a Contractor or Vendor facility are escorted and monitored;
 - g. Secure keys, combinations or other physical access devices associated with a Contractor or Vendor facility(s);
 - h. Maintain an inventory of physical access devices
 - i. Change combinations to facilities at least annually and whenever an employee who knows the combination retires, terminates employment, or transfers to another position;
 - j. Change keys when a master key has been lost; and
 - k. Ensure that all computers meet HSD security requirements.
6. Remote Access – defined as any access to an information system by a user who is communicating through an external network (e.g., the internet). Any remote access to HSD confidential information must be performed using multi-factor authentication. The Contractor shall adhere to HSD usage restrictions, configuration and connection requirements and implementation guidance for each type of remote access that is granted only as needed for valid business reasons and subject to CISO approval.
7. Confidential Information – shall not be accessed remotely by Contractor or subcontractor employees, agents, representatives or other staff located offshore (i.e., outside of the United States and its territories, embassies or military installations). Confidential information shall not be received, processed, stored, transmitted or disposed of by any system located offshore.
8. Use of External Information Systems – unless approved by the HSD CISO, the Contractor shall prohibit:

- a. Access to confidential information from external information systems;
and
 - b. Use of non-HSD-owned information systems, system components or devices to process, store or transmit confidential information.
9. Media – the Contractor shall adhere to HSD policy and procedures for:
- a. Labeling media containing HSD confidential information to indicate distribution limitations and handling caveats;
 - b. Physically controlling and securely storing media and for protecting media containing HSD confidential information until the media is destroyed or sanitized using approved equipment, techniques and procedures;
 - c. Transporting media:
 - i. Protect and control digital (e.g., diskettes, magnetic tapes, external or removable hard drives, flash or thumb drives, CDs, DVDs) and non-digital (e.g., paper) media during transport outside of controlled areas;
 - ii. Maintain accountability for media containing HSD confidential information during transport outside of controlled areas;
 - iii. Document activities associated with transport of information system media; use transmittals or equivalent tracking methods to ensure confidential information reaches its intended destination; and
 - iv. Restrict activities associated with transport of media containing HSD confidential information to involve only authorized personnel.
 - d. Sanitizing media:
 - i. Sanitize media containing confidential data prior to disposal, release from control or release for reuse;
 - ii. Use sanitization techniques in compliance with applicable Federal and State standards and policies; and
 - iii. Review, approve, track, document and verify media sanitization and disposal actions in accordance with State Auditor requirements.
10. Email Communications – adhere to HSD policy and procedures regarding inclusion of Federal Tax Information (FTI), Protected Health Information (PHI) or

Personally Identifiable Information (PII), or other sensitive, confidential or private data within email communications.

11. Improper Inspections or Disclosures – adhere to HSD policy and procedures regarding reporting unauthorized access or disclosure of confidential information.

2.2.2.9 Integrated MMISR System Migration Planning and Leadership

The Contractor shall develop (in collaboration with the HHS 2020 PMO staff) a detailed and comprehensive *MMISR System Migration Plan* that addresses at a minimum the following:

1. Its approach for migrating from the legacy MMIS to the multiple-module, multiple-contractor MMISR Solution, while protecting continuity of operations and enabling MMISR implementation by the required date;
2. Its plans for an assessment of risks associated with the migration and a clear plan for how to minimize, mitigate and/or manage each;
3. Its data validation and quality improvement plan;
4. Module-specific requirements for integration with the other modules (e.g., data exchanges, standards, access, process control);
5. A detailed work plan, encompassing all involved Contractors and HSD (or other pertinent State Agency), for completing the MMIS migration and similar plans for migration of data from other legacy systems;
6. Specific roles and responsibilities required to execute the work plan;
7. A summary of the test approach, plan and requirements to accomplish migration;
8. Standards and processes the participants will use to accomplish the migration (in addition to those already established for the MMISR Project);
9. Any additional costs or procurement activities, beyond those already completed or underway, required to implement the proposed approach and the justification for these; and
10. Its approach to obtaining CMS Certification of the MMISR Solution.

Once HSD approves the Contractor's MMISR Migration Plan(s), the Contractor will lead implementation of the Plan in collaboration with State staff. All MMISR Contractors will be required to work with the Contractor to implement the approved migration approach on the agreed-upon timeline.

2.2.2.10 Integrated Configuration and Change Control Management

Throughout the SI contract period of performance, the Contractor must lead configuration management and technical change control activities for the MMISR Solution in accordance with policies, processes, tools and structures agreed upon with HSD. As additional MMISR modules are implemented, the Contractor must take steps to ensure that appropriate documentation is completed, that configurations are baselined and versions controlled and that no changes are implemented outside of a rigorous change control process. The Contractor must assure that the modular Enterprise Contractors comply with its change control processes prior to implementing any changes. Disciplined change control throughout the MMISR life cycle and across all elements of the MMISR Solution is essential. The HHS 2020 PMO and the Contractor will review and approve proposed change control tools and processes.

2.2.2.11 Integrated Test Management and Coordination

As changes are approved, the Contractor shall ensure that appropriate testing is completed prior to implementation in accordance with approved test plans and processes. This may encompass planning and performing testing, monitoring or supporting testing performed by other MMISR Contractors, or simply obtaining documentation demonstrating that required testing is complete. The Contractor must ensure that the overall performance and integrity of the MMISR Solution remains intact.

2.2.2.12 Integrated Master Transition Planning and Management

The Contractor must assure that the Transition Plans of each modular Contractor comply with the standards and provisions of the State-approved SI Transition Plan.

2.3 Systems Migration Services

Systems Migration Services include migration planning, data governance coordination with the State, data governance policies for data quality management, conversion of historical data, integrated test planning and execution and integrated training on the Solution.

2.3.1 Develop Master Systems Migration Plan

A key deliverable under this contract is a MMISR Master Systems Migration Plan (MSMP) documenting the approach that will be taken to migrate from the legacy MMIS and other Enterprise data sources to the new, multiple-module, multiple-contractor MMISR Solution on a very tight timeline. The Contractor shall be responsible for developing an overall plan for systems migration that includes acceptance criteria for successfully migrating data from source systems into the Systems Migration Repository (SMR).

The MSMP must describe how risks associated with the migration will be mitigated or minimized, how continuity of operations (COO) will be maintained, how legacy system data will be tested and validated and the factors that will determine the proposed sequencing, migration processes, timelines and responsibilities that must be incorporated in this plan.

2.3.2... Coordinate with Data Governance Council

The Contractor shall participate in the Data Governance Council (DGC) and raise issues that need Council oversight and policy creation to alleviate data issues (inconsistencies, collisions, incompatibilities, security and others), propose Data Quality Management (DQM) solutions and make recommendations on data integrity, validation and security.

2.3.3. Implement DGC Policies on Data Quality Management

The Contractor shall ensure that all policies on data sharing, data quality measurement and improvement, as well as other Council directives, are enacted in the SMR. This will include measuring all incoming data, preserving source data formats, structures, integrity and content and documenting all source structures in metadata repository. It also will include documenting and codifying the conversion from myriad source structures into a consistent MMISR schema consistent with the HHS 2020 Information Architecture and documented in detail in the metadata repository. The Contractor is responsible for ensuring that source data are completely cleansed, harmonized, integrated, augmented, structured and documented in accordance with the HHS 2020 Information Architecture that they are available, within security constraints, for use by subsequent Enterprise module Contractors in populating their respective systems.

The Contractor must audit and document all incoming data, all data transformations, all structural changes, all augmentation actions and anything else as required by the DGC for the purpose of accounting for all data flowing through the SMR.

2.3.4. Conversion of Historical Data

The Contractor must conduct and complete all required data staging, clean-up and conversion activities, in collaboration with the legacy MMIS Contractor, other legacy source system owners and HHS 2020 PMO staff. The Contractor must complete an initial load of legacy MMIS data to the SMR in accordance with the State-approved Contractor-provided System Migration Plan.

Conduent (Xerox) and other legacy Vendors will be responsible for: (1) extracting to comma-delimited files (or other agreed to formats based on Contractor requirements) all required data for the SMR based upon business requirements; (2) filling in agreed-upon default data if no data are available for a particular new field or table; (3) documenting the metadata on every piece of data in the SMR; (4) preparing reports for user data clean-up from the current MMIS during dry run extract and load processes; and (5) working with HSD to understand data currently in the MMIS and how it will fit into new data tables to assist with mapping existing values to new meanings and/or values.

1. The Contractor must: (1) work with Conduent and other legacy Vendors to understand data meaning and mapping to load data correctly to new tables; (2) transform and load files into the SMR; (3) implementing the new HHS 2020 Information Architecture models in the target database schema; (4) measure data integrity during loads, using referential integrity, foreign keys and other mechanisms; (5) create exception reports from dry run loads to inform

Conduent and HSD of inaccurate data that cannot be loaded; and (6) create validation reports to confirm all data was loaded for final conversion runs.

2. The Contractor shall extract data and/or receive data from operational systems and transform and merge this data into the SMR.
3. The Contractor shall ensure that new data items are automatically included in migration paths during software upgrades.

2.3.5 Integrated Test Planning and Execution

Working in collaboration with HSD, the Contractor shall develop, document and execute a comprehensive test strategy and plan for Unit Testing, Integration Testing, Performance/Stress Testing and Final Acceptance Testing, across all modules.

2.3.6 Integrated Training on the Solution

The Contractor shall provide additional and/or updated training materials and support training delivery as needed throughout the contract life to ensure that Contractor staff, other MMISR contract staff and HSD or other Stakeholder personnel are adequately trained on the Solution for successful performance of this contract.

2.4 HHS 2020 Enterprise Tactical Operations Oversight

Throughout the MMISR Project, HSD will continue leading the initiative through the State-led HHS 2020 PMO. However, the State requires support from all module Contractors, including the SI Contractor, to complement skills within the HHS 2020 PMO and to provide additional staff to sustain required program management work across the MMISR Solution.

The Contractor shall perform the following services throughout the life of the contract resulting from this procurement:

2.4.1. Manage Service Levels

The Contractor shall monitor service levels and ensure that the Solution complies with the service levels agreed upon with HSD for response times, resolution times and performance levels. Where performance falls outside of agreed upon performance standards, the Contractor shall resolve service-level problems in the Solution and work with Enterprise Contractors as necessary to resolve service-level problems between the Solution modules.

2.4.2. Consolidated Disaster Recovery Planning

The Contractor shall develop, document, coordinate and implement a comprehensive Disaster Recovery Plan that addresses, at a minimum, disaster recovery, back-up and continuity of operations for the SI module. Contractor also shall be responsible for development of a DRP that integrates contingency plans from each module Contractor and ensure that all CMS, DoIT and HSD requirements are met. The Contractor shall work with the modular Enterprise Contractors to update this Plan no less than every six (6)

months noting any changes to the SI architecture, modular integration, application inventory, procedures and processes.

Throughout the SI contract period of performance, the Contractor shall lead annual disaster recover planning, testing and management activities for the MMISR Solution in accordance with policies, processes, tools and structures agreed upon with HSD. As additional MMISR modules are implemented, the Contractor shall ensure that appropriate disaster recovery plans and documentation are completed by all modular Contractors.

2.4.3 Capacity Planning

The Contractor will be responsible for planning, insuring and managing capacity to support known workload requirements. Additionally, plans, analysis, strategies and tactics must be in place to allow ready expansion to accommodate increasing or changing workloads. This activity must be ongoing throughout the life of the contract resulting from this procurement.

2.4.4 Performance Monitoring and Dashboard

The Contractor must provide and use tools to monitor the performance of its Solution as well as interactions between the SI module and the other Enterprise modules. Performance targets must be established between the Contractor and the State and will be used to evaluate performance. Where performance fails to meet the required standards, the Contractor will document and report such instances to the State and to any module Contractors which the SI Contractors believes are contributing to the performance gap. The Contractor will work proactively with those Contractors and the State to resolve performance shortfalls.

2.4.5 Integration Testing and Final Acceptance Testing

Irrespective of whether the Solution is hosted on State equipment, the cloud or in a Contractor-hosted Solution, the Contractor shall implement multiple environments including, at a minimum: development, quality assurance testing (QAT), user acceptance testing (UAT) and system integration testing (SIT), production, production patch, production support, training and performance. Contractor's testing must demonstrate that the infrastructure is functioning fully and correctly, as needed to support other aspects of Integration Platform development, implementation and operation. This will include integrating testing procedures and results for each module to achieve an end-to-end tested Enterprise Solution.

The Contractor must follow the approved and established test strategy and plan for Integration Testing, Performance/Stress Testing and Final Acceptance Testing, working in collaboration with HSD.

2.4.6 Pursue and Manage State and Federal Certifications

The Contractor will be responsible for supporting HSD through the CMS MMIS certification process, ensuring that its Solution meets certification requirements, that each subsequent module addresses requirements and that the MMISR Solution as a whole can

be certified. The MMISR Project will follow the CMS Enterprise Performance Life Cycle (EPLC). Refer to <http://www.hhs.gov/ocio/eplc> and to the CMS Certification guidelines at <https://www.medicaid.gov/medicaid-chip-program-information/by-topics/data-and-systems/mect.html>.

2.4.6.1 DoIT Phase/Gate Reviews

The Contractor is responsible for ensuring that its Solution successfully passes all required NM DoIT reviews. The Contractor also shall support the HHS 2020 PMO team in monitoring dates, reflected in the integrated master schedule, by which such reviews must be completed. The Contractor shall review documentation and presentations required for such its and subsequent modular Phase/Gate Reviews, participate in planning and preparation sessions involving the HSD staff and respond to any questions or issues raised through the Review process.

2.4.6.2 CMS Certification

The Contractor must ensure that all documentation required to support CMS Certification is complete and is organized in the HHS 2020 Document Library. The Contractor shall support the HHS 2020 PMO staff in monitoring dates reflected in the integrated Master Schedule by which such documents are to be delivered by each modular BPO Contractor and help review documentation to ensure it will meet CMS requirements. The Contractor shall work with HSD, the IV&V Contractor and CMS to coordinate the CMS Certification process by module and for the MMISR as a whole, including understanding and elucidating timing and submission requirements, documenting the schedule in the integrated Master Plan, coordinate preparation for Certification activities and presentations, monitoring the Certification review process and helping to resolve issues that might prevent certification (as outlined in the CMS Uniform RFP Guide Version 4.2).

2.4.7 Platform and Operations Monitoring

At a frequency agreed upon with HSD, the Contractor shall regularly monitor and analyze system transaction logs and system activity reports to identify shortcomings and make recommendations to address them. The Contractor also shall produce formal reports at a frequency agreed to with HSD on system performance and make recommendations on scalability changes due to anticipated increases or changes in demand.

2.4.8 Technical Support and Help Desk

The Contractor shall provide a technical support and help desk on the Solution and the services the SI provides to assist with integration and communication across the MMISR Solution. This support will be for State technical staff, other module staff and external connecting entities. This support must include the ability to integrate support workflows to/from State technical staff, BPOs and other Stakeholder technical staff as appropriate. The Contractor also shall provide technical support to end users for all core services and COTS that are a part of the Solution.

2.4.9 Application Support for SI Provided Solutions, Tools and Products

CMS, the DoIT and HSD require an extensive set of documentation for the MMISR Solution. The Contractor shall produce the required documentation for the Solution and monitor the modular BPOs and other connected systems to ensure that (a) the MMISR Solution architecture, applications, tools, schemas, contracts, policies, designs, integration patterns, databases, and processes are fully documented and current throughout the life of the Project; and (b) that all documents required for CMS Certification and for NM DoIT phase/gate reviews are complete and accurate.

2.4.10 Maintenance and Operations Coordination and Oversight

The Contractor shall be responsible for integrating and coordinating ongoing problem identification, root cause analyses and problem resolutions for issues that may not clearly fall within a single module contractor's domain.

The Contractor shall monitor progress in addressing problems that adversely affect MMISR operations, service delivery, performance levels, data integrity, etc., in collaboration with the HHS 2020 PMO team and the other MMISR Contractors and Stakeholders, to ensure that problems are being addressed within agreed-upon timeframes. The Contractor's monitoring shall include assessment of trends (e.g., recurring problems within specified time frames) and making recommendations to help avert continuation or recurrence. The Contractor shall work with the HHS 2020 PMO team to monitor compliance with service level agreements across the MMISR Solution. This may be accomplished through use of automated tools and tracking or through other data gathering and reporting approaches agreed upon with HSD.

2.5 HHS 2020 Enterprise Business Process Assistance

As noted in Part 1 of this RFP, the State believes that the MMISR Framework should be transformative for all Enterprise partners. The State PMO will be engaged in assisting Stakeholders with business process engineering, but assistance is sought from the SI Contractor in the form of providing Subject Matter Experts who can assess, guide and provide information to Stakeholders on how the MMISR Framework can enable business process improvement, automation, and insight on operations. Offerors should propose as part of their Solution an approach for providing this assistance through the life of the contract resulting from this RFP.

APPENDIX H
NM HHS 2020 – SYSTEM INTEGRATOR
REQUIREMENTS

APPENDIX H – SI OFFEROR AND CONTRACTOR REQUIREMENTS

The SI Contractor for this NM MMISR Project must ensure that the new system (and its Solution) meets all applicable State and Federal requirements and standards, including but not limited to those listed in this APPENDIX and those in APPENDIX G. The requirements contained herein will extend through the life of the Project and the SI contract issued pursuant to this RFP. The RFP as a whole is intended to provide clarity of the State’s vision for the Project Solution. Offerors should consider the entire RFP when providing responses to the requirements listed herein.

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

Offerors will note that instead of the typical historical MMIS requirements that specify the manner and process by which things are to be done, the requirements contained herein have been written to focus on desired outcomes; i.e., instead of a “how” focus, the focus is on “what.” The State is not dictating Offeror’s Solution; it is interested in securing an SI Contractor that brings leading edge technology that responds to the State’s goals and desired outcomes and which offers change improvement coupled with low risk. Offerors should understand that a request for “description of how its Solution will....” is in effect a performance requirement and expectation of the Offeror’s Solution.

As CMS has noted: “CMS desires that SIs foster best-in-breed solutions for state MMIS, with the SI responsible for successful integration of the chosen solutions and infrastructure into a seamless system”. The State seeks a SI Contractor that will enable the State and CMS to achieve that goal through faster performance, cheaper hosting costs, adaptability and use of open APIs, and leveraged experience from similar projects elsewhere.

Requirements can be found on the following pages.

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Role	ID	Requirement
The SI Solution	1.01	Offeror shall describe how its proposed Solution will deliver integration services that will enable end-to-end service integration across all applications, systems, and services within in the HHS 2020 Framework using industry Service Oriented Architecture (SOA) standards to include web services, application program interfaces (APIs), third-party adapters, and secure (server to server) file transfer formats.
The SI Solution	1.02	Offeror shall describe how its proposed SOA Solution will enable configurable connection to commercial-off-the-shelf (COTS) products, cloud Solutions, services that are easy to deploy, access, update and maintain.
The SI Solution	1.03	Offeror shall describe how its proposed Solution will provide and maintain a real time SOA compliant integration platform that will enable the Enterprise to be more agile and flexible by providing loosely coupled connectivity among disparate applications, systems and services regardless of platform or data formats.
The SI Solution	1.04	Offeror shall describe how its proposed Solution will deliver and manage an Integration Platform that supports standard Electronic Data Interchange (EDI) tool(s) to handle exchange of approved EDI transactions. HSD expects the Solution to use the X.12 transaction sets.
The SI Solution	1.05	Offeror shall describe how its proposed Solution will define and enforce infrastructure requirements for interconnected business processes among subsequent module integration points.
The SI Solution	1.06	Offeror shall describe how its proposed Solution will perform service orchestration, mediation, versioning, standards enforcement, policy enforcement, communication service quality enforcement, security enforcement, ESB SLA enforcement, and other service management.
The SI Solution	1.07	Offeror shall describe how its Solution will monitor and enforce business rules, log and monitor business rule execution, and create a historical record of business transactions with data retention.
The SI Solution	1.08	Offeror shall describe how its proposed Solution will provide for reliable messaging, message validation, versioning, re-sequencing, data quality, schema integrity, security and other policy enforcement, message queuing, routing, and other integration pattern support based on message content or context.
The SI Solution	1.09	Offeror shall describe how its proposed Solution will transfer data across internal and external applications, including those of the Enterprise Stakeholders.
The SI Solution	1.10	Offeror shall describe how its proposed Solution will assure effective data quality management of master data using Master Data Management (MDM) tools and how it will address the

Role	ID	Requirement
		disciplines required for maintaining schemas, metadata, hierarchies, standard harmonization strategies, providing the data dictionary, locking data, and data quality management (cleansing, matching, linking, merging, duplicate detection, and other necessary functions). Offeror must acknowledge in its proposal that it will be responsible for creating and enforcing standards, protocols, web service definition language (WSDL), and governance for all consumers of the master data service(s).
The SI Solution	1.11	Offeror shall describe how its SI Solution will map message and other schema designs to data models, how it will document in metadata and how it will enforce Data Quality Management (DQM) for accommodating new data structures as part of upgrade strategies. Offeror shall provide assurance that new data items will be managed via version management and included in migration paths during software upgrades.
The SI Solution	1.12	Offeror shall clarify as to whether its proposed Solution includes cloud hosting (public, community, private or hybrid) that allows for scalability or if it will be hosted at Offeror's facility or the NM DoIT Data Center.
The SI Solution	1.13	Offeror shall describe how its proposed Solution will meet the State's need for flexible, expandable, scalable architecture across multiple platforms and virtualization management. Offeror shall describe how its proposed Solution will interface with different platforms across the Enterprise.
The SI Solution	1.14	Offeror shall explain how its proposed Solution will address differences among disparate platforms, software architectures, and network protocols, while providing flexibility to integrate other solutions in the future while maintaining cost effectiveness.
The SI Solution	1.15	Offeror shall describe how its proposed Solution will implement multiple master indices for unique identification of Medicaid Beneficiaries and other individuals served by Partner Agencies, Providers and other Entities/Organizations. Offeror's description of its Master Data Management Solution must address the State's need for a sophisticated matching and linking function to preserve source data, prevent creation of duplicate records, resolve duplicate records with an automated merge function (and associated logic), provide a configurable method for resolving near-matches, and allow the State to manually or automatically link/unlink identified indexes.
The SI Solution	1.16	Offeror shall describe how its proposed Solution will capture legacy data and convert it to current industry standard data fields (such as HL7, HIPAA transactions and code sets). Offeror's proposal also shall address how its Solution provides for testing and loading initial data into the respective components of the Framework and across modules.

Role	ID	Requirement
The SI Solution	1.17	Offeror shall describe how its proposed Solution will manage an integrated Metadata Repository, define message schemas that support service integration, and provide reports on data flowing through the HHS 2020 Enterprise.
The SI Solution	1.18	Offeror shall describe how its proposed Solution for MDM will establish and manage unique, lifetime Enterprise-wide identifiers with the ability to perform matching functions for data from multiple systems and makes data available for analysis. Offeror's proposed Solution must provide one or more MDM Solutions in which there are single, accurate, and consistent sources of master data.
The SI Solution	1.19	Offeror shall describe how its proposed Solution will contain and implement SOA best practices, leverage SOA tooling (orchestration, business rules, workflow, and others at Offeror's discretion), leverage metadata management, and enhance interoperability between the modules.
The SI Solution	1.20	Offeror shall describe how its proposed Solution will provide toolsets to accommodate the following, including but not limited to database maintenance, application security administration, service upgrade administration, API maintenance, and archiving/purging of data.
The SI Solution	1.21	Offeror shall describe how its proposed System Migration Repository (SMR) Solution will provide a service that utilizes effective dated transactions and table updates, either future dated or retroactive, with the ability to specify data edits by type of transaction.
The SI Solution	1.22	Offeror shall describe how its proposed SMR Solution will have sufficient capacity to support known workload requirements and be readily expandable to accommodate increasing or changing workloads without service interruption.
The SI Solution	1.23	Offeror shall describe how its proposed SMR Solution will include tools which establish and manage a logical data model, in accordance with Data Governance policies and the HHS 2020 Information Architecture.
The SI Solution	1.24	Offeror shall describe how its proposed Solution will provide for an SMR that complies with all business and regulatory requirements.
The SI Solution	1.25	Offeror shall describe how its proposed SMR Solution will provide for a SMR that enables role-based security, security to the attribute level of the database, audit trails, and safe storage and handling of data in accordance with all applicable security requirements.
The SI Solution	1.26	Offeror shall describe how its proposed Solution provides a security framework that has the ability to be modified to accommodate changes in compliance requirements. The Offeror's Solution must include the ability to add, modify or remove security standards as well as remove security standards.

Role	ID	Requirement
The SI Solution	1.27	Offeror shall describe how its proposed Solution will provide the required tooling for Data Conversion and creation of a SMR, including ETL/ELT, data profiling, and metadata management.
The SI Solution	1.28	Offeror shall describe how its proposed Solution will provide the tooling required for administration and tuning of the MDM Solution(s).
The SI Solution	1.29	Offeror shall describe how its proposed Solution will employ best practice Software Quality Management tools such as IDEs, Automated Code Review (ACR), and Continuous Integration (CI) tools, as well as best practices for eliminating defects before code goes to test.
The SI Solution	1.30	Offeror shall describe how its proposed Solution will support performing online "what if" impact analyses that compare existing business process models and rules to future business process models and rules in order to assess the impact of proposed changes. Offeror also shall describe the capability of its Solution to "roll back" to prior versions of the "what if" set-up.
The SI Solution	1.31	Offeror shall describe how its proposed Solution will minimize maintenance tasks when additional data elements are produced or required by the Enterprise.
The SI Solution	1.32	Offeror shall describe how its proposed Solution will provide for measurement of performance.
The SI Solution	1.33	Offeror shall describe how its proposed Solution will provide the ability to track and report on records included in purges.
The SI Solution	1.34	Offeror shall describe how its proposed Solution will ensure that the ESB will provide integration between disparate services and will ensure the integrity and security of information flowing through the ESB Solution.
The SI Solution	1.35	Offeror shall describe how its proposed ESB Solution will provide security using Single Sign-on (SSO) and Identity and Access Management (IdAM) to establish integrate and manage unique logon IDs and security profiles for State-Authorized Users and other contractors needing access to the MMISR Solution. Offeror will be expected to use: 1) a State-provided Active Directory for State employees for full integration User access management to all SI components and is based on Active Directory security groups so that, for State employees, there is no secondary user management within SI components; and 2) IDAM for all other users.
The SI Solution	1.36	Offeror shall describe how its proposed ESB Solution will support service checkpoints to monitor service accuracy and completeness before proceeding to the next step or to an application batch process.
The SI Solution	1.37	Offeror shall describe how its proposed ESB Solution will deliver

Role	ID	Requirement
		and support the design and maintenance of a suite of web services that will enable processing across the HHS 2020 Framework.
The SI Solution	1.38	Offeror shall describe how its proposed Solution will distinguish between errors (stop process) and exceptions (skip transaction and continue process) and provide the ability to suspend processing of erroneous transactions until the error is resolved.
The SI Solution	1.39	Offeror shall describe how its proposed Solution will provide real-time integration and facilitate exchange with external applications and data sources.
The SI Solution	1.40	Offeror shall describe how its proposed Solution will respond to architectural and integration platform technical service requests.
The SI Solution	1.41	Offeror shall describe how its proposed Solution will ensure data integrity while integrating with MDM and other data quality management solutions.
The SI Solution	1.42	Offeror shall describe in its Solution proposal the expected roles and responsibilities for Enterprise Stakeholders to interact with Solution tools and the ability to interface with a multitude of platforms including mobile platforms. Offeror shall acknowledge the State's expectation that access to such tools will be facile.
The SI Solution	1.43	<p>Offeror shall describe how its proposed Solution will provide the tools which are necessary for design, development, testing, implementation, maintenance, and operation of the SI module and for support of associated services. Offeror's proposal should demonstrate its consideration of the following list of tools and indicate either inclusion or a reason for exclusion or substitution of each:</p> <ul style="list-style-type: none"> a. Data – including data modeling, database management, database maintenance, archiving, and purging data and interfaces; b. Requirements – including requirements development, management, and traceability; c. Design and Development – including architecture, application design, and workflow; d. Testing and Testing Management – including test data, test scripts, test management, and test support for capacity, regression and performance; e. Configuration Management and Change Control – including code migration and approval, automated builds and releases, version control, code and build management, and reporting; f. Quality Assurance/Quality Management (QA/QM) – including sampling, tracking, analysis, and reporting; g. Performance Management – including application performance management (APM), infrastructure performance, resource monitoring, and Capacity planning for forecasting growth needs; h. Security – including security scanning, security management, application security administration, patching and update

Role	ID	Requirement
		<p>management, and audit logging across the MMISR Framework;</p> <p>i. Project Management – including Offeror and State collaboration, schedule/work planning, resource management, asset management, and use of PM tools such as Microsoft Office Suite (Word, Excel, PowerPoint, Project, Visio) or another Microsoft compatible tool suite; and</p> <p>j. Maintenance and Operations – including reporting, service management, SLA management, job scheduling (e.g., allowing Users to predefine start times for batch process, to control jobs by transaction type, to sequence multiple jobs, and to automate administrative tasks such as database backups or scheduled report production), defect analysis, service upgrade administration, API maintenance, and software distribution.</p>
The SI Solution	1.44	Offeror shall describe how its proposed Solution will provide structured exception and error handling processes, including triage to determine the severity of deficiencies or defects, timelines for fixes, and resolving SI critical system service requests as defined by the State.
The SI Solution	1.45	Offeror shall describe how its proposed Solution will deliver an efficient and effective Solution for Electronic Document Management (EDM) to provide electronic document services across the Enterprise. Offeror’s EDM Solution at a minimum should include the ability to scan, utilize OCR and Bar Code recognition, upload, retrieve, index, search, and annotate documents with access restricted by security roles and program rules. The Solution also must provide a mechanism to attach and archive electronic documents. The Solution must include the capability to merge all documents under one record when a merge of a client occurs.
The SI Solution	1.46	Offeror shall describe how its proposed Solution will provide a mechanism (constrained by applications, service or User security and access roles) to list and filter multiple Enterprise workflows by selected characteristics, including but not limited to attached data objects, touchpoints, touchpoint status, measures of completeness, activity timestamps and business area.
The SI Solution	1.47	Offeror shall describe how its proposed Solution will use common SOA and framework integration patterns, including publish/subscribe, broadcast, intermediaries, splitter/aggregator, parsing and validating messages, and others as recommended by the Offeror.
The SI Solution	1.48	Offeror shall describe how its proposed Solution will provide a logical framework for all internal and external interfaces that are not necessarily services, but which are required for the MMISR Solution (EDI, FTP, ETL, flat file, and other). Offeror shall

Role	ID	Requirement
		propose an HHS 2020 compliant Solution architecture that can efficiently and accurately handle all interfaces including initial set-up, testing, modifications, and additions. Offerors must propose architecture and approach that uses flexible interface standards to enable interfaces and data extracts with other applications and products.
The SI Solution	1.49	Offeror shall describe how its proposed Solution will enable address standardization that is single service and which can be used by any HHS 2020 application to standardize and normalize addresses, whether for businesses, consumers, households, or other locations.
The SI Solution	1.50	Offeror shall describe its recommended solution for an Enterprise Customer Communication Management (CCM) to provide communications and correspondence services across HSD. Offeror shall describe how the proposed solution provides a single communication engine to send notices, alerts, forms, and other communications by various channels (physical mail, email, text, other) to internal and external consumers, providers, payers, and stakeholders.
The SI Solution	1.51	Offeror shall describe how its proposed Solution will support Composite Applications by providing Orchestration and Service related tools for Business Process Management (BPM), workflow, Business Rules Engine (BRE), Document Management, Quality Assurance/Quality Management (QA/QM), Data Quality Management (DQM), and Security.
The SI Solution	1.52	Offeror shall describe how its proposed Solution will provide and maintain documentation of production and disaster recovery infrastructure, including the initial installation, software configuration and comprehensive, accurate architecture maps and diagrams showing the fully installed Solution. The Contractor shall develop or update all required documentation (not previously completed) for the following CMS EPLC phases: Planning (Configuration Management Plan), Requirements Analysis, Design, Development, Test, and Implementation. Offeror's proposal must contain a commitment to store documentation on the State Microsoft SharePoint site HHS 2020 Document Library (unless otherwise directed by HSD).
The SI Solution	1.53	Offeror shall describe how its proposed Solution will meet all applicable Federal, State or other applicable regulations, guidance, and laws, including Section 508 on ADA compliance. Offeror shall acknowledge that it is required to provide a Section 508 Assessment Package.
The SI Solution	1.54	Offeror shall describe how its proposed Solution will effectively address the HHS 2020 Vision and the chosen approach to MMISR,

Role	ID	Requirement
		while identifying risks or trade-offs and making informed recommendations for an approach that blends the “best” use of technology and related processes with cost effective implementation, maintenance and operation, including consideration of sustainability, flexibility, maximized reuse, and interoperability.
The SI Solution	1.55	Offeror shall describe its experience with a modular solution in a health care environment and its experience with the technologies, challenges, compliance requirements, and opportunities associated with its proposed service delivery approach.
The SI Solution	1.56	Offeror acknowledges that its proposed Solution will assure that its resources (including those of any subcontractors) will work effectively and efficiently as a single team to meet State and federal requirements.
The SI Solution	1.57	Offeror shall demonstrate a well-established understanding and application of proven management, system engineering, testing, training and other applicable processes. Offeror shall describe how its proposed Solution will be planned and executed to enable successful completion of implementation and its platform within an aggressive timeframe.
The SI Solution	1.58	Offeror shall describe how its proposed Solution will implement COTS products. Offeror shall itemize in its proposed Solution any COTS products to be used in its Solution and commit to support the maintenance of such products and the upgrade of such products when appropriate. Offeror shall provide an inventory solution of COTS and library versions.
The SI Solution	1.59	Offeror shall describe how its proposed Solution will provide functionality to support reuse across services, facilitate the identification of redundancies, and provide support for testing and debugging.
The SI Solution	1.60	Offeror shall describe how its proposed Solution will provide full access to work products at all stages of framework development and operations to HSD, the IV&V Contractor, and/or any oversight agent designated by the State or CMS.
The SI Solution	1.61	Offeror shall describe how its proposed Solution will secure access and updates through the Unified Portal and the Consolidated Customer Service Center.
The SI Solution	1.62	Offeror shall describe how its proposed Solution provides artifacts. Offeror shall acknowledge its understanding that all architecture and design artifacts shall be approved by State architects before being finalized and submitted for development, configuration, and implementation.
The SI Solution	1.63	Offeror shall describe how its proposed Solution will support attainment of CMS Certification and achievement of MITA Level IV. This work shall include but is not limited to analyzing

Role	ID	Requirement
		requirements documentation provided by the State in this procurement and at the time of contract award; planning, scheduling, conducting, and documenting the results of requirements gathering; and utilizing confirmation and/or Joint Application Design (JAD) sessions to finalize specific requirements for the complete Solution (including design and implementation of all components identified in the Offeror's proposed architecture).
The SI Solution	1.64	Offeror shall describe its proposed plan for meeting the CMS Certification Requirements and successfully addressing MITA Maturity Levels, the Seven Conditions and Standards of CMS and the NM DoIT Technology Architecture Review Committee (TARC) Certification for each DoIT phase/gate review necessary for the Project. Offeror will be required to perform all services necessary to fully implement the SI module and to support attainment of CMS Certification.
The SI Solution	1.65	Offeror shall describe in its proposal its experience in complying with State and/or Federal certification requirements and provide a written commitment to exercise due diligence in assisting the State in meeting such requirements across modules.
The SI Solution	1.66	Offeror shall describe how its proposed Solution will provide for meeting SCS and MITA goals, including effective and seamless integration with the other Enterprise modules. Offeror shall acknowledge that it has a responsibility to align "To-Be" and SCS goals with the SI and module integration and certification plans, to validate such plans against the MITA Maturity Roadmap, identify deviations from MITA strategy and manage issues and communication with MITA business process owners.
The SI Solution	1.67	Offeror shall describe how its proposed Solution will operate in compliance with State and Federal certification requirements.
The SI Solution	1.68	Offeror shall describe how its proposed Solution will design and build in performance, workload capacity and scheduling, monitoring, reporting and acting on operational availability, and performance and security.
The SI Solution	1.69	Offeror shall describe how its proposed Solution will perform capacity planning, inbound and outbound interface planning, system sizing, and expansion.
The SI Solution	1.70	Offeror shall describe how its proposed Solution will perform and provide leadership on Process and Data Governance.
The SI Solution	1.71	Offeror shall describe how its proposed Solution will monitor, manage, and perform integration administration and security management across the Solution and Enterprise.
Perform SI Tasks	2.01	Offeror shall describe how its proposed Solution will enable it to exercise its responsibility for developing, administering, and maintaining Enterprise integration with the platform of the SI module and to the other module Enterprise Contractors. Offeror

Role	ID	Requirement
		shall acknowledge its responsibility to provide both information and training to the other module contractors on integration, security and interoperability.
Perform SI Tasks	2.02	Offeror shall describe how its proposed Solution will produce a Requirements Specification Document that will meet HSD specifications and a Requirements Traceability Matrix from requirement specification through testing, production, and certification. Offeror shall acknowledge its responsibility to keep these documents current and available for review by the State, the IV&V Contractor, and CMS or its agents.
Perform SI Tasks	2.03	Offeror shall describe how its proposed Solution will enable prompt and insightful responses to issues and problems so that problems and issues are fixed timely and addressed in a manner which prevents them from reoccurring to the maximum extent possible. Offeror shall describe how its proposed Solution will identify, report, and act on problems and issues, as well as specifying incident prioritization scheme and related service level agreements.
Perform SI Tasks	2.04	Offeror shall describe how its proposed Solution will establish and manage the implementation processes necessary to move successfully through the development lifecycle, including, but not limited to: 1) Scheduling a release date appropriate to HSD (in collaboration with the HHS 2020 PMO staff); 2) Creating a baseline for the SI release using an agreed-upon configuration control tool and process; 3) Migrating the SI release to production; 4) Verifying the SI's operational readiness; 5) If necessary due to partial or full failure of the SI rollout, executing a planned approach to roll back and to recover operations until the SI can be successfully implemented; and 6) Implementing system diagnostics and tools to provide automatic system monitoring.
Perform SI Tasks	2.05	Offeror shall describe how its proposed Solution will continually assess both operations and configuration to enable the State to realize cost efficiency and reduction as well as low cost and timely maintenance of the Solution. Offeror's proposal must acknowledge its responsibility to provide recommendations to the State when web services or other integration solutions would be of benefit to MMISR operations.
Perform SI Tasks	2.06	Offeror shall describe its experience with and commitment to being responsible for implementing a comprehensive System Migration Plan across the Enterprise Solution including BPOs and Stakeholder systems.
Perform SI	2.07	Offeror shall describe its experience with and commitment to being

Role	ID	Requirement
Tasks		responsible for implementing security of the system across the Framework including integration with the other Enterprise modules.
Perform SI Tasks	2.08	Offeror shall describe how its proposed Solution will ensure that the Offeror supports the HHS 2020 PMO staff in actualization of the State-provided MMISR work plan and WBS and shall incorporate its proposed Solution work plan into this, along with any other changes and updates agreed upon by the State. The resulting work plan shall become the new baseline HHS 2020 Integrated Master Schedule. Offeror shall acknowledge in its proposal its responsibility to maintain the master schedule with milestones and contingencies and provide ongoing support for the Solution throughout the contract.
Perform SI Tasks	2.09	Offeror of shall describe how its proposed Solution will support the HHS 2020 PMO staff in implementing pertinent Enterprise governance requirements, in planning and coordinating appropriate governance structures, roles and responsibilities, and participating in processes that comport with the MMISR Framework approach and its complexities.
Perform SI Tasks	2.10	Offeror shall describe how its proposed Solution will ensure that all deliverables are submitted per the timelines established in the contract and that it will comply with the System Integrator Deliverable Development and Review process. The Offeror shall acknowledge its responsibility to review pertinent other modular deliverables to ensure that integration standards and processes are being followed across the Framework. The Offeror shall describe how, in the case of schedule slippages, it will raise alerts proactively to the State, and will work to re-align the schedules.
Perform SI Tasks	2.11	Offeror shall describe how its proposed Solution will identify, procure, inventory, track, and transfer to the State or its designee all licenses, leases, software, hardware, and other related infrastructure required for the complete operation of the integrated platform, within ninety (90) days from receipt of a transfer request from the State.
Perform SI Tasks	2.12	The Offeror shall describe how its proposed Solution will perform all the programming and configuration work necessary to implement all approved SI designs including efficient, standardized coding methodologies, coding and configuration checklists, standards appropriate to the Solution, conducting code and configuration walkthroughs, and reviews with HSD technical staff and with other contractors as needed or as requested.
Perform SI Tasks	2.13	Offeror shall describe how its proposed Solution will ensure that the Offeror plans, performs, and documents unit testing of all code and configurations.
Perform SI	2.14	Offeror shall describe how its proposed Solution will apply its

Role	ID	Requirement
Tasks		experience with creation, maintenance, and oversight of Project Management plans for a large health industry project and utilize its experience in implementing a disciplined and comprehensive set of Project-wide processes and tools with a single, effective approach to managing and communicating on the entire Project is possible with all Stakeholders.
Perform SI Tasks	2.15	Offeror shall describe how its proposed Solution will provide for coordination and escalation capabilities for changes, risks, action items, issues, system failures or recovery issues that meet the State's need for notice, approval and acceptance, and prompt action.
Perform SI Tasks	2.16	Offeror shall describe how its proposed Solution will assist the State in documenting business processes as described by CMS with respect to MITA. Offeror shall acknowledge in its proposal its understanding that the State expects to be at MITA Level IV by the end of the 2020 Project and that it is obligated to work with the State on achievement of Level IV.
Perform SI Tasks	2.17	Offeror shall describe how its proposed Solution will include a Disengagement Transition Plan. Offeror shall describe its experience with and recommended approach for a Disengagement Transition Plan and commit to update such Plan as needed. Offeror is expected to exercise best efforts and cooperate fully to effect an orderly transition and commitment to a no cost resolution of any malfunctions or omissions identified by the State as critical throughout the transition period and up to ninety (90) days after contract termination.
Perform SI Tasks	2.18	Offeror shall describe how its proposed Solution will include performing the functions and responsibilities typically assigned to a System Integrator, which includes managing architecture, technical standards, address standardization, interfaces, processes, testing, security, governance across the Enterprise, provision of technical integration assistance, and collaboration with the State on management of technical efforts and governance during the project duration.
Perform SI Tasks	2.19	Offeror shall describe how its proposed Solution will finalize specific requirements for the complete Project Solution, including connection with DoIT and HSD provided applications (e.g., email, antivirus, and network) as well as standards and protocols for all ESB connections for web service interoperability among the MMISR modules. Offeror shall acknowledge its responsibility to update and produce final documents and to circulate such documents for review and approval as required.
Perform SI Tasks	2.20	Offeror shall describe how its proposed Solution will ensure that all requirements are captured and managed using a State agreed upon requirements management tool and process, actively managing SI

Role	ID	Requirement
		requirements through the contract life using such tool and processes, and uploading all final documents and supporting working documents (as requested by HSD) to the HHS 2020 Document Library.
Perform SI Tasks	2.21	Offeror shall describe how its proposed Solution will support and manage a Risk, Action Item, and Issue Management Plan that has a defined notification process for all Users to immediately report changes, problems or issues that affect data accuracy or integrity for all project areas and components.
Perform SI Tasks	2.22	Offeror shall describe how its proposed Solution will provide a written, well researched and clearly explained root-cause analysis (RCA) of problems and document mitigation strategies that will be taken to prevent such problems in the future.
Perform SI Tasks	2.23	Offeror shall describe how its proposed Solution will result in construction of an initial consolidated project risk assessment in the first month with risk ranking and mitigation steps. Offeror also should describe how it will provide ongoing project risk/ issue identification tracking in a consolidated form across the Enterprise modules and Stakeholders of the Project and participate in risk management meetings.
Perform SI Tasks	2.24	Offeror shall describe how its proposed Solution will provide the capacity, capability, expertise, and performance management structures and tools to meet the requirements of this Project and for future growth needs.
Perform SI Tasks	2.25	Offeror shall describe how its proposed Solution will support participation in the State's Data Governance Council (DGC). Offeror shall describe its proposed approach to participating in the DGC and identify the activities, roles and responsibilities the Offeror expects to own and what the Offeror expects the role of the DGC to be.
Perform SI Tasks	2.26	Offeror shall describe how its proposed Solution will implement and socialize consistent SDLC standards across the MMISR Solution, including the integration of modules and Enterprise partners. Offeror shall describe in its proposal its experience with and commitment to being responsible for implementing and socializing a consistent SDLC methodology across the Enterprise.
Perform SI Tasks	2.27	Offeror shall describe how its proposed Solution will result in provision and maintenance of documentation for all phases of the SI project, including certification. Offeror's proposal shall contain a commitment to store on the State Microsoft SharePoint site HHS 2020 Document Library or other such designated tool all project artifacts and documents including: 1) Draft and final deliverables; 2) Templates; 3) SI work plan;

Role	ID	Requirement
		<p>4) Status reports; 5) Risk, Issues, Action Item matrices; 6) Meeting related documentation (e.g., agendas, meeting materials, presentations, meeting notes); and 7) Other working documents as needed or as requested by HSD. Offeror shall acknowledge in its proposal its responsibility to develop and update required documentation for the Solution for the following CMS EPLC phases: Planning (Configuration Management Plan), Requirements Analysis, Design, Development, Test, and Implementation.</p>
Perform SI Tasks	2.28	<p>Offeror shall describe how its proposed Solution will produce a project management plan for the four phases identified in the Medicaid Enterprise Certification Lifecycle (MECL). Offeror's proposal must demonstrate an understanding of the SI role and tasks as they relate to the Initiation and Planning Phase, the Requirements, Design, and Development Phase, the Operations Phase. Due to the incremental nature of implementation and replacement under the modular approach, Offeror's Solution must include a workable approach to accounting for several module subprojects underway simultaneously but in different phases of the MECL.</p>
Perform SI Tasks	2.29	<p>Offeror shall describe how its proposed Solution will provide for Quality Assurance/Quality Monitoring (QA/QM) activities, including Correction Action Planning and Auditing. Offeror's proposal should reflect its experience and approach to providing high quality services and outline how the Offeror will measure, report and ensure performance on the expectation requirements. Offeror shall describe its commitment to continuous quality improvement processes in accord with a Quality Management Plan that will be subject to State approval.</p>
Perform SI Tasks	2.30	<p>Offeror shall describe how its proposed Solution will routinely measure and report on its progress against the approved Project and SI timelines to the State and the IV & V Contractor. Offeror shall describe how the proposed Solution will result in corrective action on all deficiencies found or risks identified.</p>
Perform SI Tasks	2.31	<p>Offeror shall describe how its proposed Solution will assign staff to conduct quality assurance (QA) activities that are independent of those performing Project work. Offeror shall commit to having QA staff participate in working groups to streamline costs, identify risks, define mitigations and offer continuous performance improvement. Offeror's proposal should describe how such staff will be utilized in the measuring or testing of effectiveness of new applications or processes.</p>
Perform SI Tasks	2.32	<p>Offeror shall describe how its proposed Solution will result in the development of quality assurance (QA) measures and functions</p>

Role	ID	Requirement
		<p>which:</p> <ul style="list-style-type: none"> a. Implement a State approved Quality Management Plan to guide an active, independent QM program throughout the contract life; b. Report progress to the State regarding corrective action plans on all deficiencies identified by the QM staff; c. Conduct working groups to support continuous performance improvement (e.g., streamline costs, reduce risks, streamline processes, increase efficiency) and measure and report on effectiveness of new approaches or processes; and d. Report regularly upon QM/QA activities, including but not limited to work performed, detailed analyses of QA/QM findings, statistics related to findings, corrective action plans, and status of actions and improvements.
Perform SI Tasks	2.33	Offeror shall describe how it will monitor, evaluate and integrate other Enterprise module Contractors' QM/QA plans and efforts into the master plan, and how it will assist the State in ensuring that SQA tools, such as Integrated Development Environments (IDEs), are utilized. Offeror's Solution should utilize tools such as Automated Code Review (ACR) and Continuous Integration (CI) to design, develop, test, and integrate with other software.
Perform SI Tasks	2.34	Offeror shall describe in its proposal how it will participate in the HHS 2020 Architecture Review Board (ARB) hosted by the State PMO. Offeror should include in its proposal a description of how it will promote and ensure active Enterprise participation in the ARB meetings to make sure the HHS 2020 Enterprise Architecture is sufficient to not only meet the demands of MMISR but also future projects as other departments on-board to the HHS 2020 platform.
Perform SI Tasks	2.35	Offeror shall describe in its proposal how it will assist State architects in documenting the alignment of the HHS 2020 Enterprise Architecture with the Seven Conditions and Standards (SCS) and documenting any departures from SCS and MITA with justification for any proposed deviation.
Perform SI Tasks	2.36	Offeror shall describe how its proposed Solution will result in the Offeror assisting the State PMO in measuring success in aligning business processes, organizations, and Stakeholders with the HHS 2020 and MMISR vision across a fully integrated Enterprise Solution.
Perform SI Tasks	2.37	Offeror shall describe how its proposed Solution will provide the financial information necessary to maintain project funding, including development of Advance Planning Document (APD) updates, NM DoIT Project Certification Committee (PCC) hearings, business cases for the State budget cycle, and any other hearings, reviews or documentation requirements associated with

Role	ID	Requirement
		explaining and/or maintaining funding. Offeror must acknowledge its responsibility to provide the input necessary to maintain financial tracking, forecasting, and reporting for the SI contract as it relates to the MMISR Project as a whole based upon a State-defined schedule.
Perform SI Tasks	2.38	Offeror shall describe how its proposed Solution will deliver a System Integrator Resource Management plan that includes a staffing model, organizational structure, key personnel definition, and roles and work site location.
Perform SI Tasks	2.39	Offeror shall describe in its proposal its experience with leading System Integrator meetings, and acknowledge its responsibility to conduct such meetings on this Project.
Perform SI Tasks	2.40	Offeror shall describe how its proposed Solution will provide status reporting. Offeror shall describe in its proposal its experience with, plans for, and commitment to comply with status reporting requirements for the SI module and the Project as a whole, as required by CMS, NM DoIT and HSD Project Management.
Perform SI Tasks	2.41	Offeror shall describe in its proposal how its proposed Solution will provide testing support to other module Contractors with regard to integration and interface points.
Perform SI Tasks	2.42	<p>Offeror shall commit to conducting Project-wide processes as they relate to System Integration, including but not be limited to the following:</p> <ul style="list-style-type: none"> • Scope Management • Requirements Management and Traceability • Architectural Compliance • Schedule Management • Quality Management/Quality Assurance • Resource and Integration Asset Management • Stakeholder Management and Collaboration • Communications Management • Project Change Management • Risk, Issue and Action Item Management and Contingency Planning • Configuration Management • Test Planning • Data Conversion Planning • Security Management/Privacy Planning • Disaster Recovery and Business Continuity Planning • WBS/Schedule and Reporting • Release Planning • Training/Knowledge Transfer Planning • Implementation/Migration/Transition Planning and Management • Meeting Planning and Administration • Document/Deliverable Management Planning

Role	ID	Requirement
		<ul style="list-style-type: none"> • Certification Planning
Perform SI Tasks	2.43	Offeror shall describe how its proposed Solution will ensure that its project staff will work with Stakeholder technical staff throughout the documentation process to ensure knowledge sharing and knowledge transfer is sufficient to ensure adequate technical understanding of the installation by the Stakeholders.
Perform SI Tasks	2.44	Offeror shall describe its proposed Solution's release management process and timetable and outline how it will meet the State's release requirements, with exceptions approved by the State.
Perform SI Tasks	2.45	Offeror shall describe its proposed Solution release cycles, the criteria that determine major versus minor releases, and its proposed release orchestration among products and modules.
Perform SI Tasks	2.46	Offeror shall describe how its proposed Solution and its SME(s) will assist the State with business process redesign and reengineering and provide recommendations for process improvement.
Perform SI Tasks	2.47	Offeror shall acknowledge that Offeror's Solution will be made available to the State, Enterprise partners, State contractors and other modular vendors without a fee or charge throughout all stages of development and operations.
System Migration Services	3.01	Offeror shall describe how its proposed Solution will design, develop, test, load, and leverage its SMR solution, including data conversion and migration from the legacy MMIS to the SI and the MMISR Solution.
System Migration Services	3.02	Offeror shall describe how its proposed Solution will provide the ability to consume a wide variety of current and historic data from myriad sources for use by HHS 2020 client systems. Offeror shall describe how its proposed Solution will maintain and document the integrity of source systems data structures and content and how it will translate those legacy data into HHS 2020 data structures consistent with the HHS 2020 Information Architecture, applying data profiling, data augmentation and other Data Quality Management processes in its SMR.
System Migration Services	3.03	Offeror shall describe how its proposed Solution will provide for a SMR that has the ability to interact with a wide range of data structures and to ensure that any data transmitted into the SMR maintains the appropriate metadata necessary for identification of the original system and data format. The proposed Solution should include a Metadata Repository Solution that provides descriptions of data structures, formats and definitions.
System Migration Services	3.04	Offeror shall describe how its proposed SMR Solution will automatically reconcile all imported and exported data, provide automatic program checks to verify correct processing and data

Role	ID	Requirement
		integrity and which minimizes the need for translators and interface entities.
System Migration Services	3.05	Offeror shall describe how its proposed Solution will provide for a SMR that supports multiple environments required for SI and for the Project Solution (e.g., development, test, production).
System Migration Services	3.06	<p>Offeror shall describe how its proposed Solution will result in meaningful collaboration with the State and appropriate vendors to develop a data conversion/migration plan and to manage, oversee and perform conversion/migration duties as appropriate from legacy system vendor(s). The Offeror shall work with such vendors to ensure that their data conversion/migration plans address:</p> <ul style="list-style-type: none"> • assisting the State and future module contractors with identifying sources of data for conversion/migration; • aligning the data conversion/migration schedule to the ELC phases; • complying with and supporting Data Governance policies; • implementing Data Quality Management; • achieving data conversion/migration and data loading within an agreed upon timeframe and in full accordance with defined quality standards prior to user acceptance testing; • utilizing a metadata repository to document all data, structures, values, relationships, rules, and definitions, in accordance with Data Governance regulations/policies; • providing for the initial load and storage, as well as ongoing changed data capture of legacy system data, and assisting future BPOs with the initial load and use of the converted/migrated data; • providing all necessary support, both technical and programmatic, to the State and Enterprise Contractors to ensure the correct conversion/migration of all required data; • provide integrated reporting and integrity checks on data flowing into and through the SMR; • evaluating data fields and data inherent to the legacy environment to facilitate conversion/migration to current data model; and • minimizing the need for translators or interface engines (i.e., current provider identification numbers and provider types cross referenced to National Provider Identifier and provider taxonomy codes).
System Migration Services	3.07	Offeror shall describe how its proposed Solution will complete all work required to plan, design, create, manage, maintain, monitor, back up, and modify the SMR to support the migration of systems from legacy to the MMISR system. In addition, the Offeror shall describe how its proposed Solution will assess current and future system migration needs to size the SMR appropriately and to provide an ongoing SMR for future projects.
System	3.08	Offeror shall describe how its proposed Solution will produce a

Role	ID	Requirement
Migration Services		methodology and approach to a Systems Migration Plan to include migrating data from source systems into the SMR, coordination activities with the State Data Governance Council, development and implementation of data governance policies on data quality management, conversion of historical data from legacy systems, integrated test planning, and integrated training on the Solution.
HHS 2020 Enterprise Tactical Operations Oversight	4.01	Offeror shall describe how its proposed ESB Solution will manage interactions with HSD data sources, with the State and Federal Stakeholders, and with other contracted Offerors to deliver and operate an MMISR Solution comprising multiple modules which will meet the goals of this procurement and the CMS Certification requirements.
HHS 2020 Enterprise Tactical Operations Oversight	4.02	Offerors shall describe how its proposed Solution will provide tools for IT administrators across the Enterprise to monitor, log and audit Solution performance, security and data quality throughout the life of the contract.
HHS 2020 Enterprise Tactical Operations Oversight	4.03	Offeror shall describe how its proposed Solution will be tested and enable the State to test without using "live" production data. This requirement does not alleviate Offeror's obligation to validate that the system and its components will operate successfully and correctly with production data and demonstrate that the test data is sufficiently representative of production data across all modules.
HHS 2020 Enterprise Tactical Operations Oversight	4.04	Offeror shall describe how its proposed Solution will leverage best-of-breed Solution monitoring, reporting and analytic tools to: <ol style="list-style-type: none"> 1. Capture performance data to support continuous improvement; 2. Measure and assess performance, including application performance management (APM), infrastructure performance, and resource monitoring; 3. Provide real-time monitoring of Solution performance and compliance; 4. Monitor and manage performance for efficient operation of the Solution and the MMISR as a whole; 5. Monitor SMR performance and perform capacity planning and performance tuning as required to avoid issues and outages; 6. Use automated load testing software, repeat benchmark performance tests periodically, and prior to any change that may impact performance; 7. Monitor performance of the Enterprise services and compliance of each technical component managed by the component Contractors; 8. Generate and analyze system error log reports including error occurrence by component, severity or impact and time to resolve for specified reporting periods, as agreed upon with HSD; 9. Analyze and report on downtime and availability for the

Role	ID	Requirement
		Integrated Platform and for the MMISR as a whole; 10. Define and develop user activity reports and produce and distribute these for use; 11. Provide measurement and assessment services, including reporting and analytics, to track and measure operational performance; 12. Monitor, analyze and report (real-time or near-real-time) on workflows and service usage to ensure optimal performance and to verify service level compliance; 13. Produce other reports related to system availability, performance, mean time between failures, or other related topics as requested by HSD; and 14. Assess the effectiveness of actions by the other module contractors to ensure effective operation, maintenance and use of the Solution.
HHS 2020 Enterprise Tactical Operations Oversight	4.05	Offeror shall describe how its proposed Solution will test business continuity failovers based upon State defined timelines.
HHS 2020 Enterprise Tactical Operations Oversight	4.06	Offeror shall describe how its proposed Solution will operate and maintain multiple environments to facilitate versioning, upgrading, development, system integration testing (SIT), service testing, integration testing, user-acceptance-testing (UAT), quality assurance testing (QAT), production patch, production support, performance, and training.
HHS 2020 Enterprise Tactical Operations Oversight	4.07	Offeror shall describe how its proposed Solution will escalate data/system issues that impact key interested parties and/or workflow activities and explain how its Solution analyzes and monitors workflows to ensure optimal performance and quality.
HHS 2020 Enterprise Tactical Operations Oversight	4.08	Offeror shall describe how its proposed Solution will approach testing and integration of the subsequent modules. Offeror's explanation of this responsibility should cover collaboration with HSD and include at a minimum: <ol style="list-style-type: none"> 1. Documenting and obtaining HSD approval of the SI Test Plan; 2. Creating functional test scripts for full requirements traceability; 3. Generating appropriate test data (not live production data) that is sufficiently representative of production data to enable valid testing; 4. Preparing and maintaining the test environments throughout the test process; 5. Creating and modifying as needed automated test scripts that will provide end-to-end coverage of base functionality to be rerun for each release to ensure regression compatibility;

Role	ID	Requirement
		<p>6. Scheduling and coordinating testing; 7. Performing QAT and SIT for the SI; 8. Supporting UAT for the SI (e.g., run batch jobs, advance system clocks, run queries to provide test data); 9. Documenting and analyzing test results; 10. Making all necessary fixes and completing retesting; and 11. Identifying trends or issues and reporting on the same.</p>
HHS 2020 Enterprise Tactical Operations Oversight	4.09	Offeror shall describe how its proposed Solution, throughout the MECL and especially during the Integration Test Implementation and Operations phases, will approach facilitation of cooperation among multiple technology vendors, identification of conflicts and ensure that disputes are resolved in a timely and technically sound manner.
HHS 2020 Enterprise Tactical Operations Oversight	4.10	Offeror shall describe how its proposed Solution will implement processes for risk analysis, risk mitigation, integration of any subcontractors in a manner which ensures a seamless Solution and its incident monitoring and reporting systems.
HHS 2020 Enterprise Tactical Operations Oversight	4.11	Offeror shall describe how its proposed Solution will deliver a Readiness Assessment that accurately measures systems status and readiness, workload capacity, interface integration, and operational readiness. Offeror shall acknowledge its obligation to satisfactorily demonstrate readiness to both HSD and the State's IV & V Contractor prior to operation.
HHS 2020 Enterprise Tactical Operations Oversight	4.12	Offeror shall describe how its proposed Solution (including all components) will be available 24 hours a day, 365 days a year, except for agreed upon maintenance windows. Offeror shall describe how it will ensure that the proposed Solution complies with service levels (e.g., response times, resolution times, performance levels) agreed upon with HSD and how its proposed Solution will provide real-time monitoring of Solution performance and compliance.
HHS 2020 Enterprise Tactical Operations Oversight	4.13	Offeror shall describe how its proposed Solution will provide the measurement and assessment tools needed to monitor SI performance and meet operational requirements for reporting and analytics on operational performance.
SI Critical Functions	5.01	Offeror shall describe how its proposed Solution will deliver and manage technical support for the SI Platform using telephone, email, online/video chat and text to meet needs and tiers of support for production/work hours and after hours work with associated contractors or Enterprise Users and staff.
SI Critical Functions	5.02	Offeror shall describe how its proposed Solution will log, audit, monitor, analyze and report (real or near-real time) on actual service usage to ensure/consumption optimal performance and

Role	ID	Requirement
		quality across modules to assure SLA compliance and maximum performance.
SI Critical Functions	5.03	Offeror shall describe how its proposed Solution will deliver ongoing support and assistance to state technical staff, Enterprise module Contractors, and other Stakeholder technical staff as appropriate with regard to the Solution, data for Systems Migration, system integration via service integration and other forms of interconnectivity.
SI Critical Functions	5.04	Offeror shall describe how its proposed Solution will utilize an approach to delivering services that will enable it to complete all life cycle phases and responsibilities related to the SI contract against required targets, including controlling the priority and sequencing of processes based on State-approved guidelines throughout the contract life.
SI Critical Functions	5.05	Offeror shall describe how its proposed Solution will ensure that current versions and licenses for all software, hardware or other infrastructure encompassed within the Solution are inventoried and maintained active and all patches will be implemented on a timely basis to Enterprise products and services.
SI Critical Functions	5.06	Offerors shall describe how the proposed Solution provides the ability to accept and manage changes without excessive impact to the entire MMISR Framework.
SI Critical Functions	5.07	Offeror shall describe how its proposed Solution will provide fault tolerance. Offeror shall describe how, in the event of a failure, its Solution will deliver critical partner communication, execution of appropriate business continuity and disaster recovery activities, and immediate post-failure integration recovery services with the ability to successfully rollback to a previous state. Offeror shall describe how the Solution will meet Recovery Point Objectives (RPO), as defined by the State, to ensure that no data within the RPO window will be lost.
SI Critical Functions	5.08	Offeror shall describe how and in what period of time its proposed Solution will use all necessary means to recover or regenerate lost System Data (at Offeror's expense) as soon as practical from the time the Offeror learns of the loss. The Offeror shall acknowledge its responsibility to provide all necessary infrastructure, software and tools to support, in case of disaster, full recovery to the production Solution at HSD's non production site.
SI Critical Functions	5.09	Offeror shall describe how its proposed Solution provides for real-time full production failover capabilities, full production disaster recovery and backup (with off-site storage capability) at HSD's non-production DR site, including all stored data.
SI Critical Functions	5.10	Offeror shall describe how its proposed SMR Solution will establish and maintain an audit trail for all data in accordance with business area and State and Federal specifications while tracking

Role	ID	Requirement
		and reporting on changes made to data.
SI Critical Functions	5.11	Offeror shall describe how its proposed Solution will conduct triage to determine severity of deficiencies or defects and determine timelines for fixes.
SI Critical Functions	5.12	Offeror shall describe how its proposed Solution will establish and enforce data, transmission, access, security, and standardization rules for each module's integration points.
SI Critical Functions	5.13	Offeror should address how its proposed Solution will provide all N-2 (current within 2 versions) updates to products, software and services in the integrated platform environment(s), and offer a clearly defined promote to production process with the ability to "roll back" to previous versions.
SI Critical Functions	5.14	<p>Offeror shall describe how its proposed Solution will meet or exceed the State's requirements for Configuration Management, which include performing or reviewing (in the case of Enterprise Contractor integration) all configuration work necessary to implement all approved SI designs and integration in coordination with the State Architecture Review Board. Offeror should address how its proposed Solution will, at a minimum:</p> <ol style="list-style-type: none"> 1. Follow efficient, standardized and appropriate methodologies for its Solution; 2. Follow configuration checklists and engage Enterprise module Contractors to discuss creation standards appropriate to the Solution; 3. Conduct configuration walkthroughs or reviews with HSD technical staff and leverage with other shared services, contractors as needed or as requested; 4. Utilize best SOA practices, using COTS tooling for Individual Development Environment, Automated Code Review and promotion of those services to a standard of quality, availability, reliability, continuous integration, and scalability so that those services will be shared across the HSD 2020 Enterprise; 5. Plan, perform and document unit testing of code in all configurations; and 6. Take the lead role in coordinating, preparing necessary documentation, leading discussions and managing and maintaining the change control process, documents, and tools for the MMISR Solution as a whole throughout the life of this contract.
SI Critical Functions	5.15	Offeror shall describe how its proposed SMR Solution will provide for appropriate technical support for users and for other MMISR contractors to address questions or issues involving the SI module and SI interactions across the MMISR Solution.
SI Critical Functions	5.16	Offeror shall describe how its proposed Solution will employ proven, disciplined processes to ensure efficient, consistent management, operations, and maintenance activities, and how it

Role	ID	Requirement
		will identify ways to streamline and reduce redundancies in Enterprise processes and reduce processing time.
SI Critical Functions	5.17	Offeror shall describe how its proposed Solution will use rigorous change control processes and tools to ensure that no changes are made without appropriate approval, testing, rollout, communication, and documentation.
SI Critical Functions	5.18	Offeror shall describe how its proposed Solution will coordinate release of new versions of applications, COTS products and other major components in order to foster Stakeholder planning, minimize service disruption, allow for adequate testing, and encourage the most efficient use of resources.
SI Critical Functions	5.19	Offeror shall describe how its proposed Solution will allow for changes, enhancements and updates to SI components, workflows and business processes for better and more efficient alignment with the needs of the State and the expectations of CMS.
SI Critical Functions	5.20	Offeror shall describe how its proposed Solution will provide service automation management by delivering, managing, and maintaining the required hardware, software, telecommunications or other infrastructure required to implement the SI, with emphasis on leveraging HSD's existing investments in infrastructure and security.
SI Critical Functions	5.21	Offeror shall describe how its proposed Solution will develop and maintain safeguards to prevent unauthorized release of, access, use, abuse, disclosure, disruption, modification, or destruction of data without proper State consent and provide an audit trail of any action taken on any data, service, message, or other SI component.
SI Critical Functions	5.22	Offeror shall describe how its proposed Solution will ensure that its platform system is available 24/365 (except scheduled system maintenance and downtimes) and is capable of handling the volumes determined by the State to be appropriate.
SI Critical Functions	5.23	<p>Offeror shall describe how its proposed Solution will provide for continuity of operations and disaster recovery. The description must include how the Offeror will plan, lead, and document an annual end-to-end disaster recovery exercise that includes failover of all components of the Solution as well as solutions for integration issues identified in the Disaster Recovery tests of each module, including but not limited to how it will:</p> <ol style="list-style-type: none"> 1. Perform and store incremental and full system back-ups in accordance with HSD back-up and retention policies; 2. Comply with State and Federal document retention requirements; 3. Maintain a secure and fully replicated disaster recovery version of the SI Platform at HSD's non production data center; 4. No less than annually lead and test the SI Disaster Recovery Plan; 5. Provide for disaster avoidance, critical partner communications,

Role	ID	Requirement
		<p>execution of appropriate business continuity, and disaster recovery activities upon discovery of a failure;</p> <p>6. Provide for recovery after a failure, with the ability to successfully roll back to a previous state based upon State defined timelines;</p> <p>7. Use all necessary means to recover or generate lost system data (at Contractor’s expense) as soon as possible from the time the Offeror learns of the loss;</p> <p>8. Provide for catastrophic failure recovery, disaster recovery, back up (with off-site storage), and rapid failover redeployment, including all stored data;</p> <p>9. Meet Recovery Point Objectives (RPO), as defined by HSD, to ensure that no data within the RPO window will be lost; and</p> <p>10. Meet Recovery Time Objectives (RTO), as defined by HSD, to ensure that the SI Solution is available within that timeframe.</p>
SI Critical Functions	5.24	<p>Offeror shall describe how its proposed Solution will gather, analyze, prioritize, approve and execute proposed changes to the Solution and outline its plan for communicating its change plans to SI Users, offer technical assistance where necessary, and provide guidance on managing changes to the Enterprise module Contractors, Stakeholders and interface partners (inasmuch as the changes relate to the integrated platform).</p>
SI Critical Functions	5.25	<p>Offeror shall describe how its proposed Solution will identify and utilize the standards, protocols and methodologies used to develop, maintain and execute privacy and security audit processes, procedures, and audit trail information and restrict access when anomalies are detected.</p>
SI Critical Functions	5.26	<p>Offeror shall describe how its proposed Solution will align and comply with all HIPAA Privacy and Security Regulations as though it were a Covered Entity. Offeror acknowledges responsibility for the security across the HHS 2020 Enterprise, including between BPOs and the Solution. As part of the RFP response, Offeror also will specify how it will comply with the following:</p> <ul style="list-style-type: none"> a. the State’s privacy guarantees as set forth in New Mexico Administrative Code; b. State Privacy and Security Policies and Procedures, c. the Health Insurance Portability and Accountability Act (HIPAA) of 1996; d. NIST SP800-53A R4, Assessing Security and Privacy Controls in Federal Information Systems and Organizations Building Effective Assessment Plans (2014); e. CMS Minimal Acceptable Risk Standards for Exchanges (MARS-E) 2.0 (2015); f. FedRAMP (Federal Risk and Authorization Program)

Role	ID	Requirement
		<p>certification. If the Offeror and its Solution are not FedRAMP certified, the Offeror may offer its plan to achieve such certification if applicable;</p> <p>g. NIST 800-100, Information Security Handbook: A Guide for Managers (2007);</p> <p>h. ISO 27001, ISO 27002, ISO 27003, ISO 27005 and ISO 27034, Information Security;</p> <p>i. State and Federal Security Audits as required, Federal Information Processing Standards (FIPS) 140-2, Security Requirements;</p> <p>j. the Federal Information Security Management Act (FISMA) of 2002;</p> <p>k. the Health Information Technology for Economic and Clinical Health (HITECH) Act;</p> <p>l. Internal Revenue Service (IRS) Publication 1075,</p> <p>m. ISO 15408, Information Security;</p> <p>n. the New Mexico Administrative Code (NMAC) 1.12.20, Information Security Operation Management;</p> <p>o. Social Security Administration (SSA) Office of Systems Security Operations Management Guidelines; and</p> <p>p. the National Information Exchange Model (NIEM).</p>
SI Critical Functions	5.27	<p>Offeror shall describe how its proposed Solution will secure data. Offeror should indicate clearly where and how data will be secure at rest and in motion through messages, file exchanges and other mechanisms over the open internet. Offeror must describe how its proposed Solution will use Data Encryption, Data Masking, Data Obfuscation, Data Erasure and other tools of security.</p>
SI Critical Functions	5.28	<p>Offeror shall describe how its proposed Solution will monitor the production of required documentation regarding the Solution, integration of modules and other connected systems to ensure that the MMISR Solution architecture, applications, databases, interfaces, and processes are fully documented and current throughout the contract life and that all documents required for CMS Certification and for NM DoIT phase/gate reviews are complete and accurate.</p>
SI Critical Functions	5.29	<p>Offeror shall describe how its proposed Solution will utilize operational strategies for monitoring, integrating and coordinating ongoing problem identification, trends, recurrent problems, root cause analyses, and problem resolutions for issues that may not clearly fall within a single contractor's domain.</p>
SI Critical Functions	5.30	<p>Offeror shall describe how its proposed Solution will utilize operational processes for addressing and averting problems that adversely affect MMISR operations, service delivery, performance levels, data integrity, etc., and ensure that collaboration occurs with the HHS 2020 PMO team and other MMISR contractors and</p>

Role	ID	Requirement
		connected Stakeholders.
SI Critical Functions	5.31	Offeror shall describe how its proposed Solution will provide identity proofing.
SI Critical Functions	5.32	Offeror shall describe how its proposed Solution will provide fraud prevention and fraud detection.
SI Critical Functions	5.33	Offeror shall describe how its proposed Solution will include metadata and data classification and data classification changelogs.

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

1. Describe at least two successful recent projects, comparable to the SI 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 SI 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 of 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 SI requirements, including consideration of how SI 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 SI Project team. Explain what types of additional expertise are available from within the Offeror’s organization and how these experts can be accessed for the Project. Identify any subcontractor(s) who will participate in an awarded contract and describe its organization’s experience and the role they will play in the MMISR SI Project.
 - C. Provide a resume for each Key Personnel role for this Project.
 - D. Describe how you will have sufficient resources and staff to start SI Project operations within thirty (30) calendar days of contract award and to be operational within sixty (60) calendar days of award.

- 3. Identify any assumptions underlying your proposal:**
 - A. Approach and work plan for completing SI implementation;
 - B. Approach for SI operations and maintenance;
 - C. Approach for providing HHS 2020 program management support;
 - D. Approach for providing HHS 2020 integration management support; and
 - E. Approach for technology tailored to specific client Projects, Solution types, and/or life cycle phases.
- 4. Explain any requirements or expectations for support from HSD personnel and/or from other MMISR contractors.**
- 5. Explain how your approach will enable cost effective, high quality SI operations and maintenance and ensure cost effective, effective management of the Project over the life of the contract. Explain how your approach will result in satisfaction of the CMS and State expectation that the Systems Integrator will focus on ensuring the integrity and interoperability of the MMISR Project Solution architecture and cohesiveness of the modules.**
- 6. Describe the SLAs your firm is currently meeting under a similar service arrangement in a Medicaid or other health care or health insurance environment and indicate your willingness or unwillingness to meet such SLAs on this Project.**

APPENDIX I
NM HHS 2020 – SYSTEM INTEGRATOR
SAMPLE CONTRACT

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 New Mexico Procurement Code, NMSA 1978, 13-1-28 et seq., and the Procurement Code Regulations, NMAC 1.4.1 et seq; 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 **[RFP Number and Name]** and the Contractor’s response to such document(s) are incorporated herein by reference; 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 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. (MT) 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 *contract manager 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

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, 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. Contractor hereby grants HSD a non-exclusive, irrevocable, perpetual license to use, modify, and copy the following Software: [INSERT]

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.

- D. Source Code. 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.]

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.

E. The HSD's Rights.

1. Rights to Software. 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.
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. 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.

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*] [**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.

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. The Contractor [*use either - shall OR shall not*] be reimbursed by the HSD for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. 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. The HSD shall retain [*INSERT % - recommended percentage is 20%*] 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.
- E. Performance Bond. 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.

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 procurement name and number*]; Meets the performance measures for the Deliverable(s) and this Agreement;
3. Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
4. 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 fifteen (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 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, fifteen (15) business days from the date the Executive Level Representative receives the final Deliverable(s) and accompanying Payment Invoice, the Executive Level Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection.

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

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT, THE DEPARTMENT OF FINANCE AND ADMINISTRATION, AND CMS.

This Agreement shall terminate on [*Insert Termination Date*], unless terminated pursuant to Article 6. 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, 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)(3), the HSD shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
 2. Contractor shall give HSD written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the HSD's material breaches of this Agreement upon which the termination is based and (ii) state what the HSD must do to cure such material breaches. Contractor's notice of termination shall only be effective (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.
 3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the HSD; (ii) if, during the

term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to 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. 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.
- B. 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

- A. 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.

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. 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.]

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. Key personnel shall be:

[Insert Contractor Staff Name(s)]
 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

- 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

- A. 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.
- B. 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 irreparable 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, which may include execution of a Business Associate Agreement in substantial similarity to Exhibit B, attached, where appropriate.

ARTICLE 21 RELEASES

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

The Contractor warrants that it and Key Personnel assigned to this project presently have no interest and 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. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed. Contractor shall provide HSD with timely notice of corporate acquisitions, mergers or affiliations with any organization that would present a conflict of interest to this Project.

ARTICLE 24 RECORDS AND AUDIT

- A. 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.

- 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 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://insurenwnewmexico.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. (Other documents or agreements);
3. (Other documents or agreements).

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]

Information Technology Division
E-mail Address
Telephone Number
1301 Siler Road, Building B/C
Santa Fe, NM 87505

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.

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

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

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.

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: _____
Cabinet Secretary Human Services Department

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

By: _____ Date: _____
HSD Chief Financial Officer

By: _____ Date: _____
HSD Chief Information Officer

Approved for legal sufficiency:

By: _____ Date: _____
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: _____
State CIO, Cabinet Secretary DoIT

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: _____

Contract Exhibit A –
SCOPE OF WORK

I. Purpose of this Agreement:

If Applicable, insert name of project as approved by the DoIT Project Certification Committee.

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.

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

[Deliverable samples are provided, but are only samples; HSD is to add Deliverables that represent the work that needs to be performed and are traceable by the Procuring Agency.

HSD may identify as many Deliverables, with associated tasks and subtasks, as are needed to accomplish the Project goals, objectives, and activities.]

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]	[Insert Date this Deliverable is due] Option: Due no later than XX weeks after	<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 \$xxxxx upon HSD acceptance.

	contract approval.	
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Task Item	Sub Tasks	Description
<i>Insert Name of Task or tasks to be performed for each Deliverable.</i>	<i>Sub 1 (through however many subtasks are needed to accomplish Task 1 which leads to the number of Tasks needed to accomplish Deliverable 1.</i>	<ul style="list-style-type: none"> <i>Insert Description. Use active verbs to identify tasks and subtasks to be performed by the vendor.</i> <i>Due dates for tasks and/or subtasks should be included to assist the Procuring Agency and Contractor to monitor contract progress.</i> <i>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.</i> <i>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.</i>

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"> <i>[Insert Total \$ Amount]</i> <i>[Insert Amount less GRT, if applicable]</i> <i>[Insert \$ Amount less retainage, if applicable]</i>

Task Item	Sub	Description

	Tasks	
Problem Support	Sub 1	The Contractor shall make technical support personnel available by phone and email on the following schedule: [<i>Such as - Monday through Friday, 8:00A.M. To 5:00P.M., excluding state holidays.</i>]
	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 [<i>Insert Application Name</i>]. Such requests will be assigned a default Priority of [<i>Insert appropriate priority level</i>] 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 Procuring Agency request. The unique number shall be provided by the contractor to Procuring Agency for reference and communication.
	Sub 2	<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 [<i>name of application</i>] 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 [<i>modify as appropriate – e.g., two (2) hours</i>]. • 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 [<i>modify as appropriate – e.g., one (1) Business Day(s)</i>].

		<ul style="list-style-type: none"> • 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 [<i>modify as appropriate – e.g., ten (10) Business Days</i>]. • 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.
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TABLE 4: SAMPLE FOR TASK LEVEL PAYABLE IT PROFESSIONAL SERVICES 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>
[<i>Insert Name of Deliverable</i>]	<p>[<i>Insert Date this Deliverable is due</i>]</p> <p>Option: Due no later than XX weeks after contract approval.</p>	<ul style="list-style-type: none"> • <i>Example:</i> Deliverable compensation not to Exceed \$xxx Total Gross Amount (including GRT) Less Retainage Amount = \$ xxx (xx%) for payable net amount of \$1,071,132.91 upon HSD acceptance.

Task	Sub-Tasks	Description	Fee

Deliverable Number x

<u>Deliverable Description</u>	<u>Due Date</u>	<u>Compensation</u>

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 <i>X weeks</i> 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				

Contract Exhibit B

[use only in a PSC with a Business Associate]

HIPAA Business Associate Agreement

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

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

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

1. Definition of Terms

- a. Breach. “Breach” has the meaning assigned to the term breach under 42 U.S.C. § 17921(1) [HITECH Act § 13400 (1)] and 45 CFR § 164.402.
- b. Business Associate. "Business Associate", herein being the same entity as the Contractor in the same or Related Agreement, shall have the same meaning as defined under the HIPAA standards as defined below, including without limitation Contractor acting in the capacity of a Business Associate as defined in 45 CFR § 160.103.
- c. Department. "Department" shall mean in this agreement the State of New Mexico Human Services Department.
- d. Individual. "Individual" shall have the same meaning as in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502 (g).
- e. HIPAA Standards. “HIPAA Standards” shall mean the legal requirements as set forth in the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009,

and the regulations and policy guidance, as each may be amended over time, including without limitation:

- 1) 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.
- 2) 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
- 3) 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:
 - i. Security Standards. "Security Standards" hereinafter shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.306.
 - ii. Administrative Safeguards. "Administrative Safeguards" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.308.
 - iii. Physical Safeguards. "Physical Safeguards" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.310.
 - iv. Technical Safeguards. "Technical Safeguards" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.312.
 - v. 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.
- f. 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.
- g. Required By Law. "Required By Law" shall have the same meaning as in 45 CFR §164.103.
- h. Secretary. "Secretary" shall mean the Secretary of the U. S. Department of Health and Human Services, or his or her designee.
- i. 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, the Related Agreement or the HIPAA Standards. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by the Department, Business Associate shall make its mitigation and corrective action plans available to the Department.
- f. The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of the Breach, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate and the Department are doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR §164.404(c).

Notification to Clients

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

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

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

5. Term and Termination

- a. Term. This BAA terminates concurrently with PSC [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 is 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 PSC between them, other requirements applicable to either or both that are required by the HIPAA Standards, those requirements are incorporated herein by reference.

APPENDIX J

CROSSWALK SI RFP TO CMS DRAFT RFP TEMPLATE

APPENDIX J - CROSSWALK SI 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 SI RFP was 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 of the sections of the Uniform RFP which can be found at <https://www.medicaid.gov/medicaid-chip-program-information/by-topics/data-and-systems/mect.html>. The table below reflects each section of the Uniform RFP Guide and where the section is addressed in this SI RFP. It is expected each vendor will review the Uniform RFP Guide in addition to reviewing this mapping.

Section #	Uniform RFP Guide	SI RFP Section # and Section Title
1	State Procurement Objectives	INTRODUCTION A. PURPOSE OF THIS REQUEST FOR PROPOSALS B. HHS MMISR PROJECT VISION III. BACKGROUND INFORMATION – Business Objectives APPENDIX G - DETAILED STATEMENT OF WORK
a	State Vision	I. HUMAN SERVICES DEPARTMENT VISION A. HHS 2020 VISION B. MMISR APPROACH APPENDIX G - DETAILED STATEMENT OF WORK
b	Business Objectives	III. BACKGROUND INFORMATION – Business Objectives APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
2	Technology Standards	B. MMISR APPROACH 2. HHS 2020 Architecture APPENDIX G - DETAILED STATEMENT OF WORK APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
a	CMS Requirements [Align with Seven Conditions and Standards]	B. HHS MMISR PROJECT VISION APPENDIX G - DETAILED STATEMENT OF WORK
	1) Modularity Standard	INTRODUCTION B. HHS MMISR PROJECT VISION I. HUMAN SERVICES DEPARTMENT VISION B. MMISR APPROACH APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
	2) MITA Condition	APPENDIX G – DETAILED STATEMENT OF WORK APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
	3) Industry Standards Condition	B. MMISR APPROACH 2. HHS 2020 Enterprise Architecture I. HUMAN SERVICES DEPARTMENT VISION B. MMISR APPROACH

		APPENDIX G - DETAILED STATEMENT OF WORK
	4) Leverage Condition	APPENDIX G - DETAILED STATEMENT OF WORK APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
	5) Business Rules Condition	I. HUMAN SERVICES DEPARTMENT VISION B.MMISR APPROACH 1. The MMISR Modular 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	INTRODUCTION- B. HHS MMISR PROJECT VISION APPENDIX G - DETAILED STATEMENT OF WORK APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
b	State Technology Requirements [Optional]	APPENDIX G - DETAILED STATEMENT OF WORK APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
3	Scope of Work	II. CONTRACTOR ROLE APPENDIX G - DETAILED STATEMENT OF WORK APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
	System Integrator Considerations	INTRODUCTION A. PURPOSE OF THIS REQUEST FOR PROPOSALS The selected SI Contractor will provide services to: (1) perform and manage work under the contract resulting from this RFP; (2) work with the CMS- approved Independent Verification and Validation (IV&V) Vendor and the State led Project Management Office (PMO); (3) perform planning and leadership related to implementation and integration of the subsequent MMISR modules and Contractors; and (4) support attainment of Centers for Medicare and Medicaid Services (CMS) Certification for the SI 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 Level IV.
4	Cost Module and Budgeting Specifications	VI. RESPONSE SPECIFICATIONS A. COST - Offerors must complete the Cost Response as noted in APPENDIX B. Appendix B – COST RESPONSE FORM
	System Integrator Considerations	Appendix B – COST RESPONSE FORM SYSTEMS INTEGRATOR “Provide an all-inclusive price for all activities related to DDI, including project management and hardware and software services. “
5	Project Management and Governance	I. HUMAN SERVICES DEPARTMENT VISION, D.HHS 2020 GOVERNANCE STRUCTURE APPENDIX G - DETAILED STATEMENT OF WORK

		APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
	System Integrator Considerations	APPENDIX G - DETAILED STATEMENT OF WORK “Based upon the CMS Uniform RFP Guide, Version 4.2 and the State of NM’s evaluation of business needs, the Contractor must provide several core services. At a minimum the Contractor must provide and manage the Integration Platform (IP), perform Application Programming Interface (API) Management, provide API Governance, perform Module Integration Planning, provide input to the State led Organizational Change Management Planning, participate in various Governance groups such as Data Governance and Architecture Review Board, provide MITA Strategy Integration, provide Enterprise Architecture (EA), perform Fit/Gap analysis of modules to EA and IP, perform Module Integration, provide Certification Integration, provide SI Project Management and oversee the adoption and integration of Project Management standards across the modules.” 2.2 Program Management and Integration and Migration Planning
a	State Project Governance	APPENDIX G - DETAILED STATEMENT OF WORK APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
b	Vendor Project Management	APPENDIX G - DETAILED STATEMENT OF WORK APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
6	Key Personnel	APPENDIX G - DETAILED STATEMENT OF WORK APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
	System Integrator Considerations	APPENDIX G - DETAILED STATEMENT OF WORK System Integrator Resource Management – Key Personnel “Contractor shall consider the changing needs of the Project by phase (as identified in the Medicaid Enterprise Certification Lifecycle) for System Integration when developing the staffing model. For example, during the Initiation and Planning Phase, the System Integrator acts as an architect in developing the Enterprise Solution blueprint. However, in the Requirements, Design and Development Phase, the System Integrator must act as an interface developer and tester to ensure specific components interoperate from a data and functionality standpoint (as outlined in the CMS Uniform RFP Guide version 4.2).”
7	Project Performance Standards	APPENDIX G - DETAILED STATEMENT OF WORK APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
	System Integrator Considerations	2.2.2 Integration and Migration Planning “While the State owns the vision and overall strategy for realization of the HHS 2020 vision, the SI vendor is responsible for assisting the State with tactical program management, change management, performance management, deliverable tracking and alignment, system quality, integration testing and final acceptance testing of the MMISR Solution. Thus, the SI

		<p>manages upwards to the State to help ensure overall MMISR progress and quality, and manages downwards to the other Enterprise Contractors who are building out/delivering the different modules of the MMISR Enterprise Framework.”</p> <p>Successful integration management includes adoption and implementation as the range of services needed to plan, coordinate, manage, test, implement and operate a unified MMISR Solution for multiple modules provided by multiple Contractors. Just as System Integration plays the central role in unifying the disparate systems, services and data that will comprise the MMISR Solution, so the Contractor will be responsible for coordinating MMISR modular implementation connectivity, interoperability, readiness testing, security and maintenance.</p> <p>“HSD does not expect the Contractor to take ownership for other MMISR Framework module responsibilities or work products. However, the Contractor is expected to develop the migration plan to move from the legacy MMIS to the new environment; to establish standards that are needed to enable integrated operation across the MMISR modules; to communicate standards and expectations to other MMISR contractors and to respond to questions and issues that relate to implementing those standards and requirements; to coordinate testing on the other module integration tools; to coordinate testing for CMS Certification and completion of NM DoIT phase/gate reviews across the MMISR solution; to monitor MMISR performance against standards agreed upon with HSD; to coordinate DR planning and testing across modules; and to facilitate problem resolution for the MMISR once the full solution is operational.”</p>
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;	<p>IV. CONDITIONS GOVERNING THE PROCUREMENT</p> <p>C. GENERAL REQUIREMENTS</p> <p>4. Subcontractors/Consent</p> <p>APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS</p>
	<input type="checkbox"/> Requirement for a statement of corporate financial stability and/or for a performance bond; and	<p>VI RESPONSE SPECIFICATIONS,</p> <p>B.OTHER REQUIREMENTS</p> <p>3. Financial Stability Documents</p> <p>4. Performance Bond Capacity Statement</p>

	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	III G. MMISR PROCUREMENT LIBRARY IV. CONDITIONS GOVERNING THE PROCUREMENT IV A 7. Proposal Evaluation
a	CMS Language	III G. MMISR PROCUREMENT LIBRARY IV. CONDITIONS GOVERNING THE PROCUREMENT IV A 7. Proposal Evaluation
	As outlined in Section 2, Chapter 11 of the State Medicaid Manual includes the following items: – Listing and description of the reference material available to the contractor for use in preparation of proposals and/or in performance of the contract;	III G. MMISR PROCUREMENT LIBRARY
	– Standard format and organization for the proposals including both work to be performed and cost statements;	IV. 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;	IV A 7. Proposal Evaluation