

Request for Proposals

ISSUED BY

The New Mexico Human Services Department



For the provision of

HHS 2020 Medicaid Enterprise Quality Assurance (QA)

RFP # 18-630- 8000-0003

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

ISSUE DATE, March 16, 2018

Table of Contents:

- I. INTRODUCTION1
 - A. PURPOSE OF THIS REQUEST FOR PROPOSALS..... 1
 - B. SUMMARY SCOPE OF WORK 1
 - C. SCOPE OF PROCUREMENT 2
 - D. PROCUREMENT MANAGER..... 3
- II. MMISR APPROACH.....3
 - A. The MMISR Modules and Services Procurements 4
- III. CONTRACTOR ROLE.....9
- IV. DEFINITION OF TERMINOLOGY11
- V. MMISR PROCUREMENT LIBRARY.....14
- VI. CONDITIONS GOVERNING THE PROCUREMENT16
 - A. SEQUENCE OF EVENTS 16
 - B. EXPLANATION OF QA EVENTS 17
- VII. RESPONSE SPECIFICATIONS.....30
 - A. COST 33
 - B. OTHER REQUIREMENTS 33
 - C. ORAL PRESENTATION 35
- VIII. EVALUATION36
- IX. APPENDICES:.....40
 - APPENDIX A..... 41
 - Quality Assurance Acknowledgement of Receipt Form..... 41
 - APPENDIX B 42
 - Cost Response Forms..... 42
 - APPENDIX C 45
 - Letter of Transmittal Form..... 45
 - APPENDIX D 47
 - Quality Assurance Reference Questionnaire Form 47
 - APPENDIX E 51
 - Campaign Contribution Disclosure Form 51
 - APPENDIX F..... 53
 - New Mexico Employees Health Coverage Form..... 53

APPENDIX G	54
Detailed Statement of Work.....	54
APPENDIX H	80
NM HHS 2020 – Quality Assurance Requirements	80
APPENDIX I	104
Sample Contract.....	104
APPENDIX J	123
Crosswalk QA RFP to CMS Draft RFP Template.....	123
APPENDIX K.....	127
Quality Assurance Performance Measures	127

Table of Tables:

Table 1 Project Timeline.....	8
Table 2 Sequence of Events.....	16
Table 3 Evaluation Point Summary.....	36

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

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

The purpose of this Request for Proposals (RFP) is to solicit proposals for a Contractor to configure, provide and operate the Quality Assurance (QA) module of the MMISR Solution to meet the State's business needs. The State is seeking a QA 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. Offeror shall demonstrate experience, knowledge, innovation, and the capacity necessary to perform the services described in this RFP.

B. SUMMARY SCOPE OF WORK

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

The selected QA Contractor will provide services to: (1) perform work under the contract resulting from this RFP; (2) work with the Centers for Medicare and Medicaid Services (CMS) approved Independent Verification and Validation (IV&V) Contractor and the State-led Project Management Office (PMO); (3) perform planning and leadership related to configuration of all QA services; (4) work with the MMISR System Integrator (SI) Contractor to ensure QA integration with the MMISR Solution; and (5) support attainment of CMS Certification for the MMISR Solution as a whole.

The State seeks a Contractor that understands the CMS Medicaid Information Technology Architecture (MITA) and that can help the State achieve its goal of MITA Maturity Level 4.

The selected Contractor will work collaboratively with the State-led PMO and other State staff, other Contractors and Stakeholders associated with the MMISR Solution, including all other selected Contractors.

The selected Contractor will configure, provide and operate all QA components of the MMISR Solution to meet the State's business needs. The QA Contractor will perform project management services necessary to implement and operate QA components for the MMISR Solution, integrating these services with the State-led HHS 2020 PMO project management processes and standards.

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

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

C. SCOPE OF PROCUREMENT

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

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

A conflict of interest may exist when an Offeror qualifies for approval to enter into a Centennial Care Managed Care Organization (MCO) contract and also a contract for the MMISR QA, Benefit Management Services (BMS) and/or Financial Services with the State; this includes an Offeror that is a Prime Contractor and/or a Subcontractor. To avoid the conflict, HSD, in its sole discretion, has the right to deny approval for the Offeror to enter into a MMIS/MMISR and/or MCO contracts.

The QA contract will begin upon final execution from the Department of Finance and Administration (DFA)/Contracts Review Bureau (CRB). At HSD discretion, the contract may be amended as needed to meet the requirements of this procurement or any future related Federal or State requirements for Medicaid, that would enable the Department to meet its strategic goals.

D. PROCUREMENT MANAGER

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

Jade Hunt, Procurement Manager
New Mexico Human Services Department
Medical Assistance Division
2055 South Pacheco Street, Suite 500
Santa Fe, NM 87504-2348
Phone: (505) 827-7710
Fax: (505) 827-7222
Email: JadeN.Hunt@state.nm.us

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

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

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

II. MMISR APPROACH

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

retain oversight and will require Contractor’s adherence to Service Level Agreements (SLAs) for BPO processes and services. The State requires that the services and processes performed by the Contractor meet CMS Certification and MITA Maturity Level 4 standards.

HSD plans to achieve this vision via a series of procurements. Each procurement will require that the selected Contractor comply with accepted standards that promote interoperability across the HHS 2020 Framework and that support successful Service Oriented Architecture (SOA) compliant integration with other MMISR modules and services. To that end, the State is engaging an SI Contractor to provide a unifying role across these procurements. The SI Contractor will provide the core infrastructure used to transfer and enable storage of data from all the Contractors and throughout the MMISR Solution. Additionally, the SI Contractor will be responsible for planning, testing, migrating, and managing successful integration across modules and services, and for setting interoperability standards.

HSD intends for the BPO modules to function as “black boxes”, in that the inner workings of the Contractor’s enabling technology are not specified by the State, but rather that the module is viewed in terms of functionality, business process efficiency, performance against SLAs, and data inputs and outputs, enabling the State to take advantage of commodity services in the marketplace to achieve rapid use of key services needed to support Medicaid. The HSD BPO procurement strategy encompasses SLAs and associated Liquidated Damages (LDs) (see Appendix K – HHS 2020 Performance Measures), in compliance with CMS, State and other requirements, including those associated with the SI Solution and the MMISR Solution as a whole and on exchange of data in agreed-upon formats and frequencies.

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

A. The MMISR Modules and Services Procurements

1. **System Integrator** – Through the SI procurement, HSD will acquire the core technologies and associated services needed to support, implement, facilitate and manage the HHS 2020 Framework with which other modules shall integrate, including:
 - a) SOA enablement, Enterprise Service Bus (ESB), schema management, data quality management (DQM), policy enforcement, security implementation, management and governance;
 - b) Core shared services Master Data Management (MDM), including Electronic Document Management (EDM), address verification, client information verification, notification engine, Master Client Index (MCI), Master Provider Index (MPI) and others depending upon Contractors’ recommendations, and

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

- c) Reusable and repeatable system migration capability (including data conversion as required to migrate from legacy systems to HHS 2020 ecosystem);
- d) Security implementation and management, identity proofing, system integrity, system fraud prevention, and Single Sign-on; and
- e) Integration Governance (e.g., security, monitoring, management and platform administration).

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

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

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

3. **Quality Assurance (QA)** – Through this QA procurement, HSD will contract with a BPO Contractor to provide the following components of the QA Business Services using a CMS-compliant platform and processes:

- a) Program Integrity support, including Third-Party Liability (TPL), Fraud and Abuse Detection Services (FADS), audit coordination and compliance;
- b) RAC - Management of Recovery and Audit responsibilities;

- c) Quality Reporting; and
- d) Coordination of efforts and projects with the HSD Office of Inspector General (OIG) and the Medicaid Fraud Control Unit (MFCU) of the Office of the Attorney General (OAG).

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

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

- a) Member Management (Early Periodic Screening, Diagnosis and Treatment (EPSDT) and other member data);
- b) Assistance with the systems and data support necessary for effective care and case management within and across HHS 2020 agencies (Case/Care Management Tool);
- c) Utilization Management/Utilization Review (Prior Authorization, Individual Support Plan/Service and Support Plan (ISP/SSP), Intermediate Care Facilities for the Mentally Retarded (ICF-MR), Level of Care (LOC), Plan of Care (POC));
- d) Provider Management (Enrollment and Credentialing);
- e) Electronic Health Records Program Coordination (Attestation and Meaningful Use);
- f) Pharmacy Benefit Management (Authorization, Claims, Drug Utilization Review (DUR), Drug Rebate);
- g) Assistance with MCO Management; and
- h) Benefit Plan Management.

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

5. **Financial Services (FS)** – Through the FS procurement, HSD will contract with a BPO Contractor to provide 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 DS Contractors the data elements essential to Federal reporting requirements.

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

7. The State is evaluating the procurement approach to achieve this goal. The State’s current plan is to separately acquire two principal UPI parts.
 - a) **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 service contract that will encompass:
 - (1.) CCSC set-up/tailoring to meet HSD-specific needs, including technology, processes, training and staff;
 - (2.) CCSC operation, reporting and continuous improvement; and
 - (3.) Services necessary to perform to the CCSC contract and to interact with the State and with other HHS 2020 module and BPO Contractors to effectively support HHS 2020 and the MMISR Solution.

 - b) **Unified Web Portal and Mobile Technology** – The goal for the Unified Web Portal and Mobile Technology encompasses both a unified web portal and the use of social media, mobile technology and other user-friendly technologies to improve User ease of access and to enhance the State’s ability to readily and effectively reach customers, Providers and other Stakeholders. Work associated with this component includes:
 - (1.) Development of a comprehensive concept and design to effectively serve all Stakeholders, via web portal(s), mobile technology and other user-friendly technologies;
 - (2.) Implementation, operation and maintenance of the unified portal(s) and other recommended technologies; and

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

Following all of the MMISR modular procurements, an outcomes-based management contract will help New Mexico realize the vision for a health outcomes-focused approach to serving the needs of New Mexico citizens and to managing and delivering services and benefits.

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

Table 1- Project Timeline

Module or BPO	Estimated RFP Release Dates	Estimated Proposals Due
System Integrator	February 20 th , 2017	April 19 th , 2017
Data Services	April 17 th , 2017	June 21 st , 2017
Quality Assurance	March 16 th , 2018	May 16 th , 2018
Benefit Management Services	May 9 th , 2018	July 11 th , 2018
Financial Services	August 2 nd , 2018	October 4 th , 2018
Unified Public Interface	TBD	TBD

HSD plans an aggressive schedule for preparing and releasing the various RFPs, selecting Contractors and implementing of the MMISR modules and services.

Offerors are to provide, as part of their budget narrative accompanying their Cost Response (found in APPENDIX B), their estimated implementation schedule for services and the assumptions made in developing the proposed schedule. After final integration testing, all Offerors are expected to be prepared for parallel run with the incumbent MMIS Contractor.

III. CONTRACTOR ROLE

This section summarizes the work for the MMISR Solution QA Contractor. The QA Contractor will play a critical role in MMISR Solution success. See APPENDIX G for a more detailed scope of work and APPENDIX H for QA requirements.

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

The QA Contractor will provide, configure and operate the components of the QA module to utilize State data. The QA Contractor shall provide BPO Services. This will involve subcontracting certain operations and responsibilities of specific business processes. The QA Contractor will administer and manage selected processes based on defined and measurable performance metrics. The QA Contractor shall be knowledgeable to manage, process and execute Medicaid compliance activities and functions.

The QA components include Program Integrity support, including Third-Party Liability (TPL), Fraud and Abuse Detection Services (FADS), and audit coordination and compliance; Management of Recovery and Audit responsibilities; Quality Reporting; and 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).

TPL services include TPL identification, cost avoidance, recovery activities, recoupment activities and reconciliation processes. FADS is expected to identify patterns and trends in claims data that are indicative of potential fraud and abuse and provide actionable alerts or notices on such identifications. The QA Contractor shall provide the data needed for State and Federal reporting requirements.

The QA Contractor shall provide Audit and Hearing Coordination across multiple programs as well as Quality Reporting and Recovery Audit Contracting. The Recovery Audit Contracting shall keep track of and execute recoveries, reconciliation of recovery payments, and produce the data necessary to report on recovery activities to the State and CMS.

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.

At a high level, the selected Contractor will:

- Configure, provide and operate the QA module through the contract life to meet the State's business needs;
- Perform Project Management and Contract Management activities for all QA business services while integrating with the State-led HHS 2020 PMO project management processes and standards;
- Collaborate with Stakeholders from HSD, other State agencies and organizations, other MMISR Contractors, Federal partners, the IV&V Contractor and others as required to make the MMISR Solution a success;
- Participate in QA business process changes while establishing Continuous Process Improvement (CPI) activities that can continue into the future; and
- Create or gather CMS Certification-related artifacts and documentation that relate to QA business services; organize artifacts; track and manage completion of materials; validate readiness for Certification (working with the MMISR IV&V Contractor and the State) and assist with the presentation of all materials required for CMS Certification and Milestone reviews. The QA Contractor is responsible for supporting HSD through CMS Certification and for taking any corrective actions, completing additional documentation, participating in meetings or presentations at the request of the State, and other work as may be required to ensure the entire MMISR Solution achieves CMS Certification.

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

- Apply lessons learned from other large enterprise-driven QA efforts;
- Consider and understand the risks associated with its chosen MMISR approach and how to mitigate the risks;
- Integrate with SI platform, processes and standards;
- Deliver QA business services that are efficient, easily maintained, extendable, and easy to operate and update throughout its life;
- Integrate the QA requirements that affect interoperability within the MMISR Solution and as part of the HHS 2020 Framework;

- Deliver QA business services that are in the best interest of the State, and that actively assists the State in achieving MITA Maturity Level 4 and certification;
- Exercise competence and experiential strength in applying well-defined methodologies and processes to manage and deliver the Project successfully; and
- Apply and foster creativity in understanding the State’s goals for this Project and for HHS 2020 and applying that understanding to the recommended QA business services and MMISR Solution as a whole.

IV. DEFINITION OF TERMINOLOGY

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

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

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

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

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

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

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

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

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

“**Contractor**” means the QA Contractor for the MMISR Solution 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, services and applications, ESB, Web services, service layers, commonly shared Core Services, etc.

“HHS” means Health and Human Services and includes all State agencies delivering HHS-related services: Department of Health (DOH), HSD, Aging and Long Term Services Department (ALTSD), 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, modules and services as defined in this RFP. It also includes all the work required to make the systems and services a reality for HSD and its partners. When “project” is used in a lower case manner, it refers to a discrete process undertaken to solve a well-defined goal or objective with clearly defined start and end times, defined tasks and a budget that is separate from the overall Project budget. A Project terminates when its defined scope or goal is achieved and acceptance is given by the project’s sponsor. The Project will terminate when the Framework is fully implemented, has been certified by CMS, and meets all the conditions and requirements established by the State.

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

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

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

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

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

“**Solution**” means any combination of design, software, services, tools, systems, processes, knowledge, experience, resources, expertise or other assets that the State, the MMIS and the

respective modular contractors use or provide to meet the business needs of the Project.

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

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

“**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.

V. 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>

NM 2015 MITA 3.0 State Self-Assessment, on the NMHSD website: 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 MMIS Activity Data
10. HHS 2020 CMS Seven Conditions and Standards
11. HHS 2020 Overview of the NM Medicaid Program
12. HHS 2020 Legacy MMIS Interfaces
13. HHS2020 Data Needs for Reporting
14. HHS 2020 Security Privacy and Standards
15. HHS 2020 Omnicaid Turnover Plan
16. HHS 2020 Legacy Enterprise Partner Interfaces
17. HHS 2020 Process Views
18. HHS 2020 MITA Business Area to Module
19. HHS 2020 Organizational Chart
20. HHS 2020 HHS 2020 Vision and Architecture
21. HHS 2020 Security Standards

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

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

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

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

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

CMS MMIS Certification Toolkit Version 2.2 and MECT 2.2 MMIS Module Checklist

Set: <https://www.medicaid.gov/medicaid/data-and-systems/mect/index.html>

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

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

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

VI. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

Table 2- Sequence of Events

Action	Responsible Party	Due Date*
1. Issue RFP	HSD	March 16, 2018
2. Distribution List Confirmation	HSD	March 26, 2018
3. Pre-proposal Conference	HSD	March 26, 2018
4. Deadline to Submit Questions	Potential Offerors	March 30, 2018
5. Response to Written Questions	Procurement Manager	April 11, 2018
6. Submission of Proposal	Potential Offerors	May 16, 2018
7. Proposal Evaluation	Evaluation Committee	May 17, 2018 – May 31, 2018
8. Selection of Finalists	Evaluation Committee	June 1, 2018
9. Best and Final Offer	Finalist Offerors	June 7, 2018
10. Oral Presentation(s)	Finalist Offerors	June 11, 2018 – June 12, 2018
11. Finalize Contractual Agreement	HSD/Finalist Offerors	August 13, 2018
12. Approval of Contract (Federal & State)	CMS/DoIT	October 15, 2018
13. Contract Award	HSD/Finalist Offerors	November 12, 2018
14. Protest Deadline	HSD	15 calendar days after contract award notice

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

B. EXPLANATION OF EVENTS

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

1. Issue RFP

The RFP and amendments, if any, may be downloaded from the following address:
<http://www.hsd.state.nm.us/LookingForInformation/open-rfps.aspx>.

2. Distribution List

Potential Offerors must hand deliver, return by 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 VI, A. SEQUENCE OF EVENTS.

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

3. Pre-proposal Conference

A pre-proposal conference will be held beginning at 9:00AM MT in the ASD Large Conference Room Address, 1474 Rodeo Rd. Santa Fe, New Mexico 87505, as stated in Section VI, A. SEQUENCE OF EVENTS. Attendance by Potential Offers at the pre-proposal conference is optional. Potential Offeror(s) are encouraged to submit written questions to the Procurement Manager in advance of the conference (see Introduction, Section D). The identity of the organization submitting question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing on the date listed in the SEQUENCE OF EVENTS. The State will keep a public log of the names of potential Offeror(s) who attended the pre-proposal conference.

4. Deadline to Submit Questions

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

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 VI.B.2) before the deadline. Questions and responses also will be posted to the HSD website.

6. Submission of Proposal

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

Proposals must be addressed and delivered to the Procurement Manager at the address listed in the Introduction, Section D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP #. 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 that submit responsive or potentially responsive proposals. However, proposals may be accepted and evaluated without such discussion. Offerors SHALL NOT initiate discussions, under the risk of violating procurement rules and 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 VI. A., SEQUENCE OF EVENTS, or as soon as possible. The Procurement Agency will determine a schedule for oral presentations and demonstrations, if required, at this time.

9. Best and Final Offers

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

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

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

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

10. Oral Presentations

Finalist Offerors may be required to make an oral presentation, at a location to be determined, in accordance with the schedule in Section VI. 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 VI A., SEQUENCE OF EVENTS, or as soon as possible thereafter. This date is subject to change at the discretion of the relevant Agency procurement office. If mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

12. CMS Approval of Contract

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

13. Prepare, Negotiate and Finalize Contract

The Contract will be finalized based on the most advantageous offer to the Department as stated in Section 11- Finalize Contractual Agreements. If agreeable terms cannot be reached within the Department's schedule, the Department reserves the right to finalize a Contract with the next most advantageous offer without undertaking a new procurement process.

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

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

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

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

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

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

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

The Department may include warranty provisions in the final agreement.

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

Offerors are advised that this procurement does not require any individuals, organizations, or other parties to limit their participation to one Offeror only. Such

individuals, organizations, or other parties may participate in proposals submitted by multiple Offerors to this procurement.

Offerors are advised that the Department may require Offeror to execute a separate HIPAA Business Associate Agreement with final contract award.

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

14. Contract Award

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

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

15. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) calendar-day protest period shall begin on the day following contract award and shall end at 5:00 pm MT on the 15th calendar day after contract award. Protests must be written and must include the name and address of the protestor and the RFP number. Protests also must include a statement of the grounds for protest, including appropriate supporting exhibits and must specify the ruling requested from the party listed below. The protest must be delivered to the HSD Protest Manager:

Office of General Counsel
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.

A. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime QA Contractor Responsibility

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

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

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

7. **Proposal Offer Firm**

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

8. **Disclosure of Proposal Contents**

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

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

PLEASE NOTE: Offerors **shall not designate** the price of products offered or the cost of services proposed as proprietary or confidential information.

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

9. **No Obligation**

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

10. **Termination**

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

11. **Sufficient Appropriation**

Any contract awarded as a result of this RFP may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be 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 4 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

If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least twenty (20) hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds two hundred fifty thousand dollars (\$250,000) dollars.

Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the State.

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

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

29. Campaign Contribution Disclosure Form

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

30. Pay Equity Reporting Requirements

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

For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than one hundred eighty (180) calendar days has elapsed since submittal of the last report, at contract completion.

Should Offeror not meet the size requirement for reporting at contract award, but subsequently grow such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the contract term. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grow such that they meet or exceed the size requirement for reporting, Offeror will submit the required report for each such subcontractor within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

31. Disclosure Regarding Responsibility

RFP proposal should include all disclosures. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any State agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

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

Has within a three (3) year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:

- a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract;
- b) violation of Federal or State antitrust statutes related to the submission of offers; or
- c) the commission in any Federal or State jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

Is presently indicted for, or otherwise criminally or civilly charged by any (Federal, State or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;

Has been notified, preceding this offer, of any delinquent Federal or State taxes in an amount that exceeds three thousand dollars (\$3,000) of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply:

- a) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- b) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

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

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

NM HSD will not provide the selected Contractor with supplies, clerical support, computers, hardware, workspace and/or other resources related to fulfilling the Contract that results from this procurement. State acknowledges its cost responsibility for future Contractor and State staff supplies. The State will provide the Contractor access to its MMIS and to other MMISR Contractors as needed.

33. Equal Employment Opportunity

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

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

34. New Mexico Preference Not Applicable

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

VII. RESPONSE SPECIFICATIONS

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

APPENDIX H contains the requirements to which Offerors must respond. Offerors must respond to all requirements and questions in the manner described in APPENDIX H. Offerors must adhere to the State’s required proposal format, page limitations and required content. Failure to adhere to these requirements may result in the proposal deemed nonresponsive and rejected.

A. RESPONSE FORMAT AND ORGANIZATION

1. NUMBER OF RESPONSES

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

2. NUMBER OF COPIES

Each Offeror shall deliver:

- **Binder 1:** one (1) original and six (6) identical hard copies of their Technical proposal and required additional forms and material. The original and each copy shall be in separate, labeled binders. Any confidential information in the proposal shall be clearly identified and easily segregated from the rest of the proposal. Binder 1 MUST NOT include any cost information.

In addition, the entire proposal including all materials in Binder 1 (not Binder 2) shall

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

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

- **Binder 2:** one (1) original and six (6) copies of their Cost proposal. The original and each copy shall be in separate, labeled binders.
 - One (1) electronic version, in addition to the one stated in the Binder 1 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 (1) 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.

3. 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) (tables and graphics may be in 10-pt font), on standard eight and a half (8½) by eleven (11) inch paper (larger paper is permissible only for charts, spreadsheets, etc.) and shall be placed in the binders with tabs delineating each section. Response must be no more than three hundred (300) pages in length excluding the title page, table of contents, tabs, pricing, resumes, financial statements, the mandatory State required forms and examples of documents. For ease of review, Offerors are encouraged to place examples in an optional separate binder.

4. Proposal Content and Organization

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

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

1. Table of Contents
2. Signed Letter of Transmittal Form (APPENDIX C)
3. 2 Page Summary of Offeror's Approach
4. List of References
5. Financial Stability Documents
6. Performance Bond Capacity Statement
7. Signed Campaign Contribution Disclosure Form (APPENDIX E)
8. Signed New Mexico Employee Health Coverage Form (APPENDIX F)
9. Signed Pay Equity Statement
10. Signed Eligibility Statement
11. Response to Specifications (APPENDIX G)
12. Response to Specifications (APPENDIX H)
13. Additional items (including Required Sample Documents if not included in separate binder)

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 VI. 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.

B. COST

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

C. OTHER REQUIREMENTS

Submit the following items in Binder 1 following the responses to Mandatory Specifications. Please include a labeled tab for each item.

1. Letter of Transmittal Form

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

2. List of References

Offerors shall provide a minimum of three (3) and no more than five (5) references from similar large-scale Projects performed for private, State or large local government clients within the last three (3) years. *Offerors are required to send the Reference Questionnaire Form, APPENDIX D, to each business reference listed. The business reference, in turn, is requested to submit the completed Reference Questionnaire Form, APPENDIX D, directly to the Procurement Manager, as described in Section D of the Introduction.* It is the Offeror's responsibility to ensure the completed forms are received on or before the proposal submission deadline for inclusion in the evaluation process.

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

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

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

3. Financial Stability Documents

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

4. Performance Bond Capacity Statement

Offeror must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor's performance under the contract awarded

pursuant to this procurement. While each engagement will be different, the option to require a Performance Surety Bond must be available to the Agency at time of contract award. **A letter or statement of concurrence must be submitted in the Offeror's proposal.**

5. Campaign Contribution Disclosure Form

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

6. Employee Health Coverage Form

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

7. Pay Equity Reporting Statement

The Offeror must agree with the reporting requirements defined in Appendix I, Article 22. 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 22. 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.

A. 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	195
Vision for QA	25
Statement of Work (Appendix G)	170
Requirements (Appendix H)	305
Program Integrity (including FADS)	60
Third Party Liability	60
RAC	60
Quality Reporting	25
Audit Coordination	40
General Requirements	60
Experience & Personnel	65
Organizational Experience (narrative)	25
Staffing Model	40
Required Sample Documents	25
Cost Proposal	280
Cost Response Form #1	120
Cost Response Form #2	120
Cost Response Form #3	40
References	30
Oral Presentation (Finalists Only)	100
Total	1000

B. EVALUATION FACTORS

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

1. Technical Responses (195 points)

Points will be awarded based on the thoroughness, innovation, and clarity of the Offeror’s response, the breadth and depth of the engagements cited and the perceived validity of the response. APPENDIX G describes services to be delivered through this procurement. Offerors must provide its methodology, plan and approach to the services being delivered in each section of APPENDIX G These responses are to be placed in Binder 1.

2. Requirements (305 points)

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

3. Required Sample Documents (25 points)

Points will be awarded based on the thoroughness and clarity of the Offeror’s response, the breadth and depth of the engagements cited and the perceived validity of the response. Offerors are encouraged to place examples in a separate binder.

- Implementation Document
- Training Document
- Test Plan
- Management of Recovery and Audit Statistics:
 - Examples include: How many algorithms are executed to identify potential overpayments; how many are collected and in what timeframe; and mean and standard deviation of the number of cases that were appealed and reversed.
- Third Party Liability Statistics:
 - Examples include: New TPL records identified and verified within specific timeframe.
- Program Integrity Statistics:
 - Examples include: process for identifying potential overpayments, timeframe for collection, collection percentages and percentage that are appealed and reversed.

4. Cost (280 points)

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

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

Provide costs and detailed budget explanations in a table format as shown in Appendix 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 (30 points) (Appendix D)

Offeror submits a list of at least three (3) references (and no more than five (5) references) in Binder 1, with business information for each. *Offerors are required to send the Reference Questionnaire Form, APPENDIX D, to each business reference listed. The business reference, in turn, is requested to submit the completed Reference Questionnaire Form, APPENDIX D, directly to the Procurement Manager, as described in the Introduction Paragraph D.* Points will be awarded based on evaluation of the responses to a series of questions asked of the references concerning quality of the Offeror's services, timeliness of services, responsiveness to problems and complaints and the level of satisfaction with the Offeror's overall performance.

3. Financial Stability – Financials (Section 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 22)

Pass/Fail only. No points assigned.

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

Pass/Fail only. No points assigned.

A. 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.

B. EVALUATION PROCESS

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

IX. APPENDICES:

APPENDIX A - ACKNOWLEDGEMENT OF RECEIPT FORM	41
APPENDIX B - COST RESPONSE FORMS	42
APPENDIX C - LETTER OF TRANSMITTAL FORM	45
APPENDIX D - REFERENCE QUESTIONNAIRE FORM	47
APPENDIX E - CAMPAIGN CONTRIBUTION DISCLOSURE FORM	51
APPENDIX F - NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM	53
APPENDIX G - DETAILED STATEMENT OF WORK	54
APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS	80
APPENDIX I - SAMPLE CONTRACT	104
APPENDIX J - RFP CROSSWALK TO CMS DRAFT RFP TEMPLATE	116
APPENDIX K – QA PERFORMANCE MEASURES	120

REQUEST FOR PROPOSAL

HHS 2020 - MMISR QA
18-630-8000-0003

APPENDIX A
Quality Assurance Acknowledgement of Receipt Form

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 K.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 3:00 pm MT on March 26, 2018 (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.

Jade Hunt, Procurement Manager
New Mexico Human Services Department
Medical Assistance Division
2055 South Pacheco Street
Suite 500
Santa Fe, NM 87504-2348
Phone: (505) 827-7710
Fax: (505) 827-7222
Email: JadeN.Hunt@state.nm.us

**APPENDIX B
Cost Response Forms**

COST RESPONSE FORM #1

New Mexico Human Services Department

QUALITY ASSURANCE

Non-Contingency Fee Based Quality Assurance Components

Provide an all-inclusive price for all components of Quality Assurance, including project management.

Offerors should price below all components in meeting the requirements of this RFP as a Fixed Price. The cost of each specific deliverable will be negotiated at time of contract but shall equal the proposed project component price. Offerors are to provide, as part of their budget narrative their estimated work schedule and the assumptions made in developing the proposed schedule. After final integration testing, all Offerors are expected to be prepared for parallel run with the incumbent MMIS Contractor.

Pricing Elements	Year 1 Costs	Year 2 Costs	Year 3 Costs	Year 4 Costs
QA Components (excluding RAC & TPL)				
Total costs must include applicable New Mexico Gross Receipts Tax (NMGRT).				
Total:				

Pricing also must include license maintenance (renewals, updates, required technical support) for all components.

COST RESPONSE FORM #2

New Mexico Human Services Department

QUALITY ASSURANCE

Contingency Fee Based Components

Provide an all-inclusive price for all contingency fee based components related of the Offeror's business services. Offerors are to provide, as part of their budget narrative, their estimated work schedule and the assumptions made in developing the proposed schedule. After final integration testing, all Offerors are expected to be prepared for parallel run with the incumbent MMIS Contractor.

Contingency Fee Based Component	Year 1 Costs	Year 2 Costs	Year 3 Costs	Year 4 Costs
Third Party Liability				
Recovery Audits				
Total costs must include applicable New Mexico Gross Receipts Tax (NMGRT).				
Total:				

Pricing also must include license maintenance (renewals, updates, required technical support) for all components.

COST RESPONSE FORM #3

New Mexico Human Services Department

QUALITY ASSURANCE

Pricing for Optional Contract Extension Years

Provide an all-inclusive price for optional contract extension years for all activities related to QA Business Services.

Optional Year Pricing Element	Optional Year 1	Optional Year 2	Optional Year 3	Optional Year 4
All Components (excluding RAC and TPL)				
Third Party Liability				
Recovery Audits				
Total costs must include applicable New Mexico Gross Receipts Tax (NMGRT). Total:				

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 inquiries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of subcontractors (select one):

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

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

(Attach extra sheets, if needed)

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

(Attach extra sheets, if needed)

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

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

APPENDIX D

Quality Assurance 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:

Jade Hunt, Procurement Manager
HHS 2020 – MMISR QUALITY ASSURANCE RFP #18-630-8000-0003
Medical Assistance Division
2055 South Pacheco Street, Suite 500
Santa Fe, NM 87504-2348
Phone: (505) 827-7710
Fax: (505) 827-7222
Email: JadeN.Hunt@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 # 18-630-8000-0003 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:

Jade Hunt, Procurement Manager
HHS 2020 – MMISR QUALITY ASSURANCE RFP #18-630-8000-0003
Medical Assistance Division
2055 South Pacheco Street, Suite 500
Santa Fe, NM 87504-2348
Phone: (505) 827-7710
Fax: (505) 827-7222
Email: JadeN.Hunt@state.nm.us

The form must be received by the Procurement Manager no later than 3:00PM MT, May 16, 2018 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:

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

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 agrees to have in place, and agree to maintain for the term of the contract, health insurance for those employees and to offer that health insurance to those employees no later than July 1, 2010, if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the State.
3. Offeror agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://www.bewellnm.com/>
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed), these requirements shall apply the first day of the second month after the Offeror reports combined revenue (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

Signature of Offeror: _____

Date _____

APPENDIX G

Detailed Statement of Work

This APPENDIX contains the Statement of Work for this QA procurement. The Statement of Work is a companion document to the requirements found in APPENDIX H and should be read and interpreted as a statement of both expectation and as an explanation of the Project described in Part 1 and of the requirements found in APPENDIX H. The Scope of Work described herein outlines the responsibilities and Project obligations of the selected QA Contractor. Prior to preparing their proposals in response to this procurement, Offerors are required to review the System Integrator and Data Services RFPs as well as the questions and answers (Q&A's) and addendums for the respective RFPs as may be found in the Procurement Library.

The QA Contractor ("Contractor") will play a critical role in the overall success of the MMISR Project. The Contractor must provide all required services for four (4) essential business component areas: 1) Program Integrity (PI) support, including Third-Party Liability (TPL), Fraud and Abuse Detection Services (FADS), and audit coordination and compliance; 2) Management of Recovery and Audit responsibilities; 3) Quality Reporting; and 4) Coordination of efforts and projects with the HSD Office of Inspector General (OIG) and the Medicaid Fraud Control Unit (MFCU) of the Office of the Attorney General (OAG).

Centers for Medicare and Medicaid Services (CMS), the primary funding entity for the MMISR Project, has identified, in the Medicaid Enterprise Certification Toolkit (MECT), certain Critical Success Factors (CSFs) that are applicable for MMIS certification. The Contractor must deliver the services that will meet the requirements outlined in this Statement of Work, detailed in APPENDIX H and the CSFs for each QA component. The requirements and CSFs apply across the HHS 2020 Enterprise, not just to Medicaid.

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

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

Offerors are encouraged to propose innovative business services to meet or exceed the

requirements of this RFP. All Offerors are encouraged to demonstrate added value in their proposals by recommending innovative concepts which may not have been specifically addressed in this RFP.

1. Services and Approach

The Contractor's project and contract management practices must reflect accepted best practices (e.g., Project Management Body of Knowledge (PMBOK), Continuous Process Improvement (CPI)), complemented by insight gained from successful work on service projects of similar size and complexity for customers like the State of NM. The Contractor's project and contract management approach shall be practical, results-oriented and readily implemented. At a minimum, the Offeror is required to propose compatible processes and tools to perform all the project and contract management activities that are outlined in this APPENDIX G and in the Requirements found in APPENDIX H of this RFP. All project management activities shall be coordinated with the State's PMO, and when so directed by the State's PMO, with the SI Contractor. The Contractor's tools and processes must adhere to the standards set by the SI and used by the HHS 2020 State-led PMO.

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

1. Effectively address and support the HHS 2020 Vision and the MMISR modular technology and business services approach while identifying risks or trade-offs and making informed recommendations and related processes with cost-effective implementation, maintenance and operation. Offeror's service approach must demonstrate a commitment to the CMS Seven Conditions and Standards (SCS) and to sustainability, flexibility, extensibility and maximized reuse and interoperability;
2. Apply experience with QA business services, requirements compliance and scalability;
3. Manage parallel delivery timelines and resources (including all subcontractors) to effectively work as a cohesive team to meet State and Federal requirements;
4. Ensure that the business services will be planned, tested and executed to enable successful completion within a very aggressive time frame; and
5. Deliver and manage business services that will comply with CMS Certification requirements and enable the State to achieve MITA Maturity Level 4.

1.1 Complete BPO Services

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

An Offeror's services must enable accomplishment of HSD's goal of obtaining MITA Maturity Level 4 and compliance with the CMS Seven Conditions and Standards. HSD may, as planning evolves, request the QA Contractor to extend support to the Child Support

Enforcement System Replacement (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.

Offerors must describe in their proposals the number, types and experience of Subject Matter Experts (SMEs) that are being proposed. SMEs must have the experience, knowledge and expertise to provide QA business services and training to the State in PI support, including TPL, FADS, audit coordination and compliance; Management of Recovery and Audit responsibilities; Quality Reporting and Coordination of efforts with the HSD OIG and the MFCU of the OAG. SMEs are expected to support the end Users and may be asked to assist in performing the associated tasks across the State. SMEs must have the following health plan or Medicaid expertise:

- Program Integrity (PI) SMEs must have experience and knowledge of TPL cost avoidance and recovery across multiple recovery types (e.g., Commercial, Medicare, Casualty, Estate and Pay and Chase); FADS, algorithm creation, multiple PI audit types, results evaluation, etc.; Audit coordination of auditing programs and managing audits to completion;
- Recovery Audit Contractor (RAC) SMEs must have experience and knowledge of the RAC program that reviews Medicaid claim payments utilizing Recovery Auditors on a contingency fee basis to identify and investigate claims (overpayment and underpayment) with calculated risk;
- Quality Reporting SMEs must have experience and knowledge of standard quality reporting such as Healthcare Effectiveness Data and Information Set (HEDIS), Medicare Quality measures, Transformed Medicaid Statistical Information System (T-MSIS), National Committee for Quality Assurance (NCQA), and others; and
- Audit Coordination SMEs must have experience and knowledge of activities performed by the HSD OIG and the MFCU of the OAG.

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

2.1 Subcontractors

The use of subcontractors is acceptable with prior approval by HSD. The Prime Contractor

will be directly accountable for the quality of the QA components as well as the associated services delivered throughout the contract life. The Prime Contractor is solely responsible for performance under the contract resulting from this RFP. The State retains the option to request replacement of any subcontractor at its discretion. All work, including any work performed by subcontractors, must be performed onshore. No offshoring of work, including storage of data, is permitted by either the Prime Contractor or its subcontractors.

2. QA Contractor Role

The Contractor must deliver QA business services that comply with the requirements found in APPENDIX H and that are responsive to this Statement of Work. At a minimum this includes: performing in accord with the expectations found in Section 1 above; integrating with the SI Solution which consists of a highly reliable, loosely coupled, secure SOA-compliant integration platform for all of HHS 2020 that will provide systems migration capability, core shared services (as defined in the SI RFP) and an ongoing operational monitoring and management capability. The Contractor will be expected to adhere to all standards established by the SI Contractor and approved by the State for integration, interoperability, security and transmission of data. The Contractor must exchange data using the ESB and must acknowledge the data belongs to the State; provide artifacts and evidence necessary for CMS Certification; provide effective Project Management; comply with the Project Management standards established by the State PMO; support Data Governance; ensure the security and integrity of data; and deliver and operate all QA business services. The Sections that follow provide additional information and guidance on the Statement of Work.

2.1 The BPO Services

The Contractor must configure, provide and operate all required QA business services for meeting CMS Certification and MITA Maturity Level 4, for the following components:

1. PI including the operation of a state-of-the-art FADS with its associated analytic and business intelligence reporting; TPL identification, verification and recovery activities and Audit Coordination;
2. RAC management including identification and recovery activities;
3. Quality Reporting; and
4. Coordination of efforts and projects with the HSD OIG and the MFCU of the OAG.

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

The Contractor must ensure that all QA business services comply with the HHS 2020

Architecture, which implements the MITA 3.0 standards (comprised of Business, Information and Technology Architectures). The Contractor must ensure that its services comply with CMS Certification requirements and MITA Maturity Level 4.

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

1. Complete planning related to all QA business services;
2. Configure, provide and operate all QA business services to meet the State's business needs;
3. Take all necessary steps to bring all QA business services to an operational status and continue operational services for the contract period;
4. Ensure adherence to the MECT, MITA 3.0 and the SCS and work with HSD to achieve MITA Maturity Level 4; and
5. Ensure that all the QA business services can meet the Certification requirements of CMS.

2.2 Quality Assurance Components

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

The Contractor must perform business services necessary to deliver the QA contract and interact with the State and HHS 2020 module or BPO Contractors to effectively support HHS 2020 and the MMISR Project. For the purpose of this procurement, the State's definition of a BPO includes outsourcing that involves the contracting of the operations and responsibilities of a specific business process to a BPO service provider with oversight by the State. These BPO services are separate business functions and are responsible for performing processes or parts of processes and done to save costs or gain productivity. Due to the certification and auditing requirements for which the MMIS is accountable, the State will retain oversight and require adherence to Service Level Agreements (SLAs) for the BPO processes and services. The State requires that the services and processes performed by the Contractor meet CMS certification and MITA Maturity Level 4.

2.3 PI Support (TPL, FADS, Audit Coordination)

PI support includes TPL identification, validation and recovery activities, FADS and recoveries and audit coordination and compliance.

2.3.1 Third Party Liability (TPL) Objectives

The State is seeking comprehensive TPL services; Medicaid and many other State programs are the “payer of last resort.” TPL identification, claim avoidance and recovery allows the State to recover or cost avoid services for which another party is liable based upon State and National Association of Insurance Commissioners (NAIC) primacy rules. The Contractor will be expected to have the experience and expertise for providing services necessary to reduce expenditures and increase revenue. The Contractor must provide TPL technology and services, including staff, for the State throughout the life of the contract.

TPL identification occurs from multiple sources including Automated System Program and Eligibility Network (ASPEN) eligibility, MCO TPL activity, claims with Explanation of Benefits (EOBs) through Provider or Member information, through customer service, database matching and HIPAA 270 COB. There are multiple types of TPL coverage which need to be identified and recovered, including but not limited to, Commercial Insurance, Medicare, Casualty, Estate and Worker’s Compensation. Identified TPL must be validated to ensure correct TPL activities and utilization of the information for ongoing cost avoidance. The Contractor must configure, maintain and operate an automated process for recoveries, follow up, reconciling payments and production of the data necessary to report on recovery and cost avoidance activities. Transactions identifying the amounts recovered and the source of the recovery will be coordinated with Financial Services (FS) through the SI Solution.

Most of the State’s Medicaid population is covered by Managed Care Organizations (MCOs) and the MCOs have primary responsibility for TPL cost avoidance and recovery. However, any money not collected by an MCO in a timely manner is an opportunity for recovery by the Contractor and must be closely coordinated with the MCO and secondary payer. The Contractor will have responsibility for Casualty Recovery identification and collection for Members enrolled in an MCO or being served through the Medicaid Fee-for-Service program. Since the State is procuring multiple modules and BPOs, it is imperative that the components are successfully integrated to meet the State’s overall objectives. TPL information will be used by the FS Contractor to Cost Avoid claims.

Some claims with TPL will be intentionally paid even though the TPL information is known to the State; these claims must then be pursued as “pay and chase.” Typically, “pay and chase” claims are maternity, family planning and children’s dental claims. The services must be flexible enough to change recovery and cost avoidance rules without additional cost to the State. The State expects its Contractor to emphasize cost avoidance on all other types of TPL.

The Contractor must recover on multiple coverage types (Commercial Medical Insurance; Medicare; Medicare Advantage; Estate Recovery; Trust accounts; Children with Special Health Care Needs (CSHCN); retirement benefits; pension plans; casualty recoveries including but not limited to worker compensation claims, auto liability coverage, and medical malpractice) and apply different rules based upon State configurable criteria.

2.3.2 CMS TPL Critical Success Factors (CSFs)

As part of QA business services, the Contractor must supply the tools, services and functionality that will enable it and the State to comply with all current and future CMS MECT CSFs. The current CSFs for TPL are:

- CSF TPL1: Identification and maintenance of Third Party Liability (TPL) resources are provided when needed; and
- CSF TPL2: Maximum cost avoidance and reimbursement is obtained for Medicaid Members covered by other insurance.

2.3.3 Fraud and Abuse Detection Services Objectives

The Contractor must meet the primary goal of providing State PI functionality to improve delivery of its program services and the integrity of programs by reducing waste, fraud and abuse through analysis of Provider performance, Member eligibility and the State's administration of its programs. The State expects the Contractor to temper these activities to provide reasonable due process that allows Providers to submit additional information to validate their position.

The Contractor's services for PI must be flexible and easily configured, as program policies change across the State, and must support the State in maintaining quality control for appropriate eligibility, payment for services, and accounting for the payment and receipt of funds recovered, disbursed or received by various State programs. The State is seeking a Contractor with the ability to provide the services to automate and perform fraud identification and prevention and PI functions across the State to support its divisions, departments and offices responsible for enacting quality assurance initiatives in public programs.

The State's PI requirements are based upon certification and operational requirements from various State and Federal programs.

The Contractor's PI FADS tools and services must enable and support the State in performance of activities to pursue quality initiatives that are mandated by Federal and State regulation and policy. The Contractor must deliver the results of such activities (data, reports, and recommendations) to the appropriate State agencies and related contractors to carry out QA activities through resolution. These programs and activities include, at a minimum:

- Operation and maintenance of a FADS that measures activity across programs and proactively identifies potential cases of abuse, fraud or inappropriate utilization;
- Case and payment sampling as inputs to formal review initiatives;
- Medicaid Eligibility Quality Control (MEQC) to include active case reviews, negative case reviews (and any alternative as required by the State), erroneous payment reviews, eligibility status verification reviews; and assisting the State

with correcting errors uncovered in reviews and with the development of plans to prevent errors in the future;

- Medicaid Quality Control (MQC) Claims Processing Assessment System (CPAS) to include operating the CPAS, identifying deficiencies, measuring the cost of deficiencies, providing data for corrective actions, assessments of claims processing, claim-by-claim reviews and establishment of an audit trail reviewable by the State or other third parties;
- Payment Error Rate Measurement (PERM) to include appropriate sampling of payments and review of payments to determine error rates;
- Evaluation and provision of encounter data for collaboration with or performance of the duties of the State's External Quality Review Organization (EQRO) to assess the performance improvement program of NM Medicaid MCOs;
- Evaluation and oversight of the HEDIS calculated for NM Medicaid MCOs;
- Review and assessment of managed care and State program rosters and eligibility group assignments as well as payments associated with such rosters;
- QA Case Management tracking functionality allowing Stakeholders to view information (e.g., date of referral, case status and issues) which generates status reports on a regular basis;
- Quality control systems and functions to measure the accuracy of eligibility and benefit determinations, program improvement and analysis;
- Facilitate access to a Regional or National Public Assistance Reporting Information System (PARIS) which can determine if a NM public assistance client is receiving public assistance (Medicaid, SNAP, etc.) in another State and generate an alert or notification to the appropriate State staff;
- Assistance to State programs to improve performance, achieve compliance with Federal program standards and requirements, prevent overutilization or underutilization of its programs and identify potential cases of fraud or abuse as early as possible; and
- Review and assess eligibility for and accuracy of Disproportionate Share Hospital (DSH) or other lump-sum Provider payments.

In conducting the above review activities, some cases will require more intensive intercession by Stakeholder quality organizations and staffs. The Contractor must forward such cases to the appropriate State organization for resolution. Resolution could be in the form of monetary recoupment or recovery and/or legal action or both.

In the case of recovery or recoupment of funds from Providers, the Contractor will be required to identify the payments (or portions of a payment) that are to be voided or adjusted and forward such payments or claims to the appropriate financial process through the SI Solution using standard transactions. Such financial actions may also require forwarding to and collaborating with various Stakeholder program quality and/or legal organizations.

2.3.4 CMS FADS Critical Success Factors (CSFs)

The CMS Critical Success Factors (CSFs) will be used to meet CMS certification and

achieve optimal Federal matching funds for the services. The Contractor must assist the State with obtaining optimal Federal funding and enhanced matching funds by achieving CMS Certification for those MITA business processes and checklist requirements for which the Contractor is responsible. The requirements found in Appendix H are based upon these criteria and apply across the State. The Contractor must supply the tools, services and functionality that will enable it and the State to comply with the CSFs.

The current CMS CSFs for FADS are:

- CSF PI 1: Improve delivery of health care services and the integrity of the Medicaid program by reducing waste, fraud and abuse through analysis of Providers;
- CSF PI2: State utilizes automated reports for fraud and abuse analysis and investigations; and
- CSF PI3: State analyzes program trends and directions in Provider, Member and service utilization and expenditure patterns.

2.4 Audit Coordination

The Contractor's Audit Coordination services must provide the State with the services, tools and efficiencies needed to conduct three (3) primary functions:

- Monitoring and analyzing data to mitigate errors, abuse, and issues, identifying improvement opportunities based on Key Performance Indicators (KPI) and performance measures, and providing notification to the appropriate resources when an action is required;
- Simplifying and enhancing the processes and tools needed to conduct audits. These include the ability to compare data and documents, quickly and easily provide access to supporting documents, automatically create audit reports and provide and maintain shared calendars and schedules (e.g., audits, hearings, etc.); and
- Avoidance of overlapping or repetitive audits of Providers, across programs, and of identical subject areas and data points.

The services must have the flexibility to accommodate different types of audits performed across the State. These include, but are not limited to, enrollment audits, financial audits, MCO and Fee-for-Service (FFS) audits, State, Federal, Provider and Member audits. The Audit Coordination component must monitor each audit, track the actions taken once an audit is identified or initiated and notify the appropriate entity when necessary.

There are multiple units within the State that are subject to Federal and State audits. Listed below are some examples of the different types of audits being conducted within HSD. These Bureaus and the State require the tools and information needed to conduct their required audits.

- MAD's Centennial Care Contract Bureau (CCCB) team actively monitors MCO plan performance and contracts.

Contractor's services must provide the CCCB with the tools to efficiently track, monitor, communicate and follow up with the MCOs on their performance. The services must provide root cause analysis to assist CCCB in identifying the problem source and enabling the CCCB to provide the MCO with possible solutions to performance issue.

- MAD's Quality Bureau (QB) has responsibility for tracking, monitoring and evaluating quality indicators. The QB is tasked with multiple State and Federal oversight duties directly related to the quality and performance of Medicaid contractors, Providers, and other State agencies in the delivery of both managed care and FFS Medicaid covered services. The Bureau actively monitors the performance of waiver programs.

Contractor's services must actively monitor activities against established quality of care and key performance indicators. When either of these measurements fall outside of acceptable ranges, QB staff must be notified and provided the necessary data to conduct additional research to assist with the development of a corrective action plan.

- MAD's Program Policy Bureau (PPB) is responsible for the development, modification and interpretation of the Medicaid benefit package as well as defining Provider participation requirements (and reimbursements). One of the PPB's main responsibilities includes conducting audits of Medicaid Providers to identify billing errors and deny payment of inappropriate Medicaid claims. The Bureau interacts directly with CCCB, QB, other Bureaus, other State programs and external agencies to ensure compliance with Federal and State regulations.

Contractor's services must monitor Provider claims for billing errors and then notify and provide the necessary data and appropriate recommendation to PPB staff to make an informed decision on subsequent actions.

- HSD's OIG is the key contact on select Federal and State audits, including Payment Error Rate Measurement (PERM).

Contractor's services must provide, monitor and analyze claims, and recommend action(s) and notify the appropriate HSD staff when there are claim errors that could impact PERM. Additionally, the services must provide a streamlined process for conducting the periodic PERM audits.

2.5 CMS Audit Coordination Critical Success Factors (CSFs)

The Contractor must supply the services, tools and functionality that will enable it and the State to comply with the CMS MECT CSFs. The current CSFs for Audit Coordination are:

- CSF CM5: State makes accurate payment for services provided to enrolled Members to Providers and Managed Care Organization (MCO) within established time parameters;
- CSF CM7: State monitors quality and cost of care provided to enrollees in managed care;
- CSF CM16: State uses encounter records and system generated reports for MCO performance and Contractor monitoring;
- CSF CM17: State identifies services covered under capitation premiums and blocks duplicate fee-for-service and supplemental payments to Providers;
- CSF CM21: State supports specific functions, as applicable, related to the administration of Section 1115 Waivers;
- CSF CM27: State ensures services are provided as described in the individual's approved plan of care; and
- CSF CM29: The system provides the State with program data necessary to satisfy Federal Medicaid reporting requirements, monitor utilization and assess quality and cost of care provided to Members.

2.6 Recovery Audit Contractor – Management of Recovery and Audit Responsibilities

The State is seeking services for RAC recovery management and audit services. Offeror's proposed RAC services must identify how these services will strategically select Provider claims for review. Such identification methodologies may include the use of statistics to establish norms of care to detect inappropriate or overuse of services and analysis of encounter data as well as fee-for-service paid claims. The RAC services must coordinate audit activities with the Audit Coordination Component of this QA service. The Contractor must provide all RAC services, including staff, for the State.

Offeror must describe how it will request and review medical and financial records, determine whether there are over or underpayments for recovery or payment and advise the Providers of their right to contest or appeal findings. The Contractor must agree to testify in defense of administrative actions in the event of an appeal.

In exercising RAC responsibilities, the Contractor must:

- Collaborate with HSD in the development and implementation of the RAC Program that complies with all requirements and expectations set forth in Final Rule CMS-6034-F;

- Use data mining to identify and select Provider claims to be reviewed. The retrospective claim review activities provided in this section may be used to comply with the mandate of CMS-6034-F and the Affordable Care Act;
- Supplement recovery activities through pursuit of post payment recovery, including estate and credit balance recoveries, and cases and recoveries made pursuant to eligibility;
- Exchange information, submit recovery reports and meet with State staff in a timely manner;
- Refer any suspect or apparent instances of fraud to the State; and
- Submit recovery payments in a timely manner on a schedule specified by the State.

2.7 CMS RAC Critical Success Factors (CSFs)

The Contractor must supply the tools, services and functionality which will enable it and the State to comply with the CMS MECT CSFs. The current CSFs for RAC are:

- CSF PI3: State analyzes program trends and directions in Provider, Member and service utilization and expenditure patterns.

2.8 Quality Reporting

The Contractor shall provide configurable Quality Reporting services. The Contractor shall capture, manage, distribute and maintain quality reports obtained from data within the State as well as from external sources. These reports must integrate with the State-specific data (e.g., trends and predictive analysis). The Contractor must operate the tools, services and functionality for measuring and reporting on quality measures that will assist the State in assessing performance.

The State seeks to improve outcomes for Members and improve efficiencies for the State by accessing externally published quality information such as:

- Physician Quality Reporting System (PQRS) data provided by CMS (<https://www.cms.gov/Medicare/Quality-Initiatives-Patient-Assessment-Instruments/PQRS/index.html>). PQRS is a quality reporting program that encourages individual eligible professionals (EPs) and group practices to report information on the quality of care to Medicare. PQRS gives participating EPs and group practices the opportunity to assess the quality of care they provide to their patients, helping to ensure that patients get the right care at the right time;
- The Medicare Hospital, Hospice, Home Health and Nursing Facility quality measures;
- Inpatient Rehabilitation Facility (IRF) Quality Reporting Program (QRP) for CMS. Section 3004(b) of the Affordable Care Act established the IRF QRP. The Improving Medicare Post-Acute Care Transformation Act of 2014 (IMPACT Act)

requires the reporting of standardized patient assessment data on quality, resource use, and other measures by Post-Acute Care (PAC) Providers, including skilled nursing facilities (SNF), home health agencies, inpatient rehabilitation facilities and long-term care hospitals;

- Healthcare Information and Management Systems Society (HIMSS) Quality Measures - Quality metrics are integral to the meaningful use requirements outlined by the CMS;
- MCO and Contractor Quality Reporting;
- National Quality Forum (NQF) measures;
- [Consumer Assessment of Healthcare Providers and Systems](#) (CAHPS) survey data;
- HEDIS; and
- The National Committee for Quality Assurance (NCQA) is an independent 501(c)(3) non-profit organization that works to improve health care quality through the administration of evidence-based standards, measures, programs and accreditation. NCQA operates on a formula to measure, analyze, and improve in order to build consensus across the industry by working with policymakers, employers, doctors and patients, as well as health plans:
 - Disease Management (DM);
 - Performance Improvement Plan (PIP); and
 - Quality Monitoring/Quality Improvement (QM/QI).

2.9 CMS Quality Reporting Critical Success Factors (CSFs)

The Contractor must supply the tools, services and functionality that will enable it and the State to comply with the CMS MECT CSFs. The current CSFs for Quality Reporting are:

- CSF CM7: State monitors quality and cost of care provided to enrollees in managed care;
- CSF CM29: The system provides the State with program data necessary to satisfy Federal Medicaid reporting requirements, monitor utilization, and assess quality and cost of care provided to Members;
- CSF DSS1: State analyzes Medicaid program costs and trends to predict impact of policy changes on programs; and
- CSF DSS3: State analyzes Provider performance to show extent of participation and service delivery

2.10 Coordination of efforts and projects with the HSD OIG and the MFCU of the OAG

In the case of further legal action (e.g., recovery, fraud, abuse), the Contractor must forward cases and work to the appropriate Division or other State integrity units. These include, but are not limited to the OAG, OIG, MAD and the Integrity Units of State agencies.

The Medicaid Fraud and Elder Abuse Division is a criminal law enforcement unit of the OAG that enforces the Medicaid Fraud Act and the Resident Abuse and Neglect Act. The Division investigates and prosecutes Medicaid providers who commit fraud and resident abuse, neglect and exploitation in long-term care facilities. The unit also pursues civil monetary repayment of Medicaid program funds when a Medicaid Provider does not provide adequate services to recipients. The Division participates in multi-State cases to recover Medicaid funds that are inappropriately used by nationwide Medicaid Providers.

The OIG mission is to prevent, detect and investigate fraud, waste and abuse in the public assistance programs administered by the HSD. The office conducts investigations, audits, special reviews and financial recovery operations for these programs.

The MAD administers the Utilization Review program which validates that the services comply with utilization standards (e.g., National Correct Coding Initiative (NCCI), Medicaid Drug Utilization Review (DUR)) and includes Prior Authorization (PA) services.

2.11 CMS Coordination Efforts Critical Success Factors (CSFs)

The Contractor must supply the tools, services and functionality that will enable it and the State to comply with the CMS MECT CSFs. The current CSFs for coordination efforts are:

- CSF CM29: The system provides the State with program data necessary to satisfy Federal Medicaid reporting requirements, monitor utilization, and assess quality and cost of care provided to Members;
- CSF PI2: State utilizes automated reports for fraud and abuse analysis and investigations.

2.12 Quality Assurance Deliverables and Deliverables Processes

The Contractor must provide, at a minimum, the contract services, deliverables, project management and administrative responsibilities required for delivery in a timely manner.

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

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

Document deliverables for this contract must be provided in electronic media, using the software standards listed in Table G1, unless otherwise approved in writing by HSD in advance. The Contractor must provide QA business service documents to the SI that enable the SI to update the Enterprise Performance Life Cycle (EPLC) deliverables for CMS. The CMS EPLC deliverables can be obtained at <https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/XLC/Artifacts.html>.

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

Table G 1 - Standards for QA Document Deliverables

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

3. Quality Assurance Deliverable Development and Review

For deliverables, the Contractor must follow HSD’s deliverable development and review process, which is intended to ensure a shared understanding of deliverable scope and content from inception through completion of a final product. This process comprises the steps outline below.

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

Should the Contractor discover, as analysis progresses, the need to revise the deliverable

outline, the Contractor must propose the desired changes to HSD and must obtain agreement on a revised outline before providing the revised deliverable.

Step 2: Key Content Reviews. In conjunction with outline development, the Contractor must identify key points in the analysis or deliverable development process in 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 and/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 must include KCRs in the Work Plan for each deliverable as agreed upon with the State.

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

Step 4: Review Draft Deliverable. The State will distribute the draft deliverable to the appropriate staff for review. HSD and/or other Stakeholder staff will review the deliverable independently, documenting comments in a Comment/Response Matrix. Once individual reviews are completed, the HSD Project Manager or designated representative will reconcile comments into a single consolidated matrix that will be provided to the Contractor.

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

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

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

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

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

3.1 Requirements

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

Functional Business Requirements

The Contractor must perform the work necessary to provide a final set of QA business requirements necessary to configure, provide and operate all the proposed QA business services to the State for review. The result shall integrate with the SI master, all-inclusive requirements traceability matrix, which utilizes JAMA. The requirements work must address the items listed in this Statement of Work and the requirements listed in APPENDIX H.

1. Conducting and documenting requirements review sessions as required, including updates and creation of final documents;
2. Conducting a gap analysis of requirements to validate the "out of the box" services meet or exceed the State's requirements;
3. Uploading documents and supporting working documents (as requested by HSD), to the HHS 2020 Document Library; and
4. Adoption and utilization of the SI-defined transmission, security and integration requirements and processes throughout the life of the contract.

3.2 Integration Plan

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

1. Identify new and existing data to be integrated, including a map that cites specific data sources and destinations for each field which shall take the form of an approved Data Sharing Agreement, in accordance with Data Governance directives and policies;
2. Define necessary conversion and conforming algorithms;

3. Define roles and responsibilities associated with data conversion/conformity and field population;
4. Identify new and existing data elements in the QA module that must be populated or exposed prior to productive use, including those elements that may not have been captured in HSD's legacy systems;
5. Provide a plan for ensuring the QA module is appropriately populated with all necessary data prior to productive use; and
6. Provide a plan for testing the converted/conformed and populated data in the QA module for accuracy and consistency.

4. Data Governance

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

The Contractor must participate in the State's Data Governance Council (DGC) and adhere to all the DGC policies regarding data structure, definitions, values, exceptions, metrics and other directives. Subject to State direction and approval, the Contractor must utilize the approved tools in support of the DGC and its policies.

5. Security

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

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

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

The Contractor shall integrate these activities with the security plan established by the State and SI Contractor.

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

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

6. Configure and Provide QA Components

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

6.1 Configuration

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

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

6.2 Provide QA Components

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

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

7. Testing

The Contractor must provide a comprehensive Test Plan and results that comply with the SI Test Management Plan and other contractors where appropriate. The Contractor must perform necessary testing, utilizing industry best practices, to provide defect free QA business services.

8. Project Management

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

The Contractor must post to the HHS 2020 Document Library all documents associated

with work under this contract, including but not limited to:

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

9. Staffing

The Contractor must provide the staff required to meet State requirements for providing all QA components.

1. The Contractor must assign and utilize staff with the requisite skills to successfully execute all work required under the QA contract. The Contractor must ensure that all applicable background check requirements are satisfied for staff.
2. The Contractor must manage staff performance throughout assignment to the Project and promptly address any issues, including any issues raised by the State, regarding work quality, behavior, accessibility, etc.
3. Every individual assigned to the Project must comply with HSD training requirements and follow HSD policies and procedures.
4. The Contractor must report, at least quarterly, to HSD (using an HSD-provided template) key personnel assigned to the contract, including 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 ensure that individuals are fully oriented to the environment, goals, status, tools, training requirements and security requirements needed to understand the Project, services, requirements and State and Contractor expectations.
6. The Contractor must ensure staff complete HSD-required training in a timely manner and that they receive all other training that may be needed to successfully perform their respective roles.

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, any equipment is returned, a HSD Security Access Form is completed to ensure security access is revoked, HSD badge is returned and knowledge transfer is accomplished to minimize the adverse impact as staff transitions off the Project.
8. All Contractor staff must comply with all applicable Federal and State security requirements.
9. No Contractor staff will access State data from off shore.

9.1 Key Personnel

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

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

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

9.2 Additional Key QA Personnel Requirements

Offeror must propose staff that meet the following requirements:

1. The Project Manager must be an employee of the Contractor at the time Offeror submits a proposal in response to this RFP;
2. All other Key Personnel included in Offeror’s proposal must be current employees of the Offeror or of its identified subcontractor(s) or must have a signed statement of commitment from the individual to join the Offeror’s organization not later than the planned contract start date;

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

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

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

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

9.3 Logistical Requirements

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 business service staff shall be available throughout normal NM business hours.
2. If needed, Contractor may request and at Contractor's expense, the State shall provide a broadband circuit to the Contractor, enabling connectivity to the HSD network. To ensure security vulnerabilities are not introduced from the Contractor to the HSD network. The Contractor shall comply with all HSD and DoIT security controls, including but not limited to, timely implementation of system patches, separation of any wireless network, maintaining up-to-date antivirus protection and implementing perimeter firewalls.

9.4 Quality Assurance Stakeholder Collaboration

The HHS 2020 and the MMISR Project involves a wide range of Stakeholders. While the SI Contractor is responsible for coordinating an integrated approach to Stakeholder collaboration, the Contractor must collaborate with, participate in meetings with and

otherwise coordinate with Stakeholders as required and necessary to complete work under the contract resulting from this procurement.

10. Training

The Contractor shall develop appropriate training documentation, in accordance with CMS EPLC requirements, for all QA components.

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

10.1 Training and Training Plan

The Contractor shall define the approach and schedule for end-user training. The Contractor's Training Plan must address, not only use of its business services, but provide for training that will enable Stakeholder Users to perform required functions.

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

1. Outlines the proposed classes and curriculum for each class;
2. Provides a content outline to guide development of online training and classroom materials;
3. Identifies attendees and instructors;
4. Provides a training schedule;
5. Provides role based user training and support;
6. Describes the process for accessing SMEs; and
7. Provides a mechanism for tracking completion of training and assistance.

10.2 Training Materials

The Contractor shall provide content and materials in agreed upon formats with State approval for each training tailored to the QA configuration and contents.

10.3 Business User Manual

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

The Business User Manual must be delivered 30 days prior to UAT for use during UAT.

11. Support and Maintenance

The Contractor is required to provide all support required to operate and maintain its business services over the contract life, including creating and maintaining required documentation. The Contractor shall deliver an approach that:

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

11.1 Operational Stabilization Plan

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

The go-live task plan must be delivered 30 days before UAT and be updated after UAT is complete, based on lessons learned from UAT.

11.2 QA in Operational Use

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

The Contractor must coordinate with the SI Contractor to ensure all components integrate with the MMISR Solution.

11.3 QA Business Services Support

The Contractor must provide the State with ongoing QA business services support to include troubleshooting and problem resolution. The Contractor must adhere to the Service Level Agreements defined in APPENDIX K-HHS 2020 Performance Measures.

11.4 Performance Analysis and Reporting

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

11.5 Quality Management Plan

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

The Contractor's State-approved QMP must be a guide to an active, independent QM

program throughout the contract life. The QMP must include, but is not limited to, the following:

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

12 Business Continuity (BC), Disaster Recovery (DR) and Backup

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

The Contractor must provide a BCP that includes steps the Contractor will perform to ensure business processes continue in the event of service failure. The BCP must be tested annually with the results provided to the State within thirty (30) days.

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

The BCP must comply with CMS requirements and the SLAs defined in APPENDIX K - HHS 2020 Performance Measures.

13 Quality Assurance Transition Planning and Management

A smooth and successful transition requires true collaboration and effective communication amongst the State, Stakeholders and the Contractor.

Upon request, or at least one hundred and twenty (120) days before the contract ends, the Contractor must develop and submit a QA Transition Plan that includes, at a minimum:

1. Proposed approach to transition;
2. Transition tasks and activities;
3. Personnel and level of effort in hours;
4. Transition schedule, including tasks and activities, start and end dates of each, dependencies, milestones and resources;
5. List of all QA business service documentation and schedules for updating documentation before transition; and
6. Any requirements for State or other MMISR contractor participation.

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

14 Certification

The Contractor shall perform all services necessary to fully implement its QA components and to support attainment of State and Federally required Certifications as well as various compliance audits on a periodic basis. It is the stated goal of HSD that it will attain CMS Certification and MITA Maturity Level 4. The Contractor must take all required steps to support that effort.

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

APPENDIX H

NM HHS 2020 – Quality Assurance Requirements

The Contractor (“Contractor”) for this NM MMISR module and services procurement must ensure that its Business Services meets all applicable State and Federal requirements and standards, including but not limited to those listed in this APPENDIX and those in APPENDIX G. The requirements contained herein will extend through the life of the Project and the QA Contract issued pursuant to this RFP. The RFP is intended to provide clarity of the State’s vision for the Project. Offerors must consider the entire RFP when providing responses to the requirements listed herein. As this procurement is for BPO services the Offeror must review the list of SLAs in Appendix K - HHS 2020 Performance Measures found in the Procurement Library and indicate ability to comply with this preliminary list of Services Level Agreements (SLAs) and Liquidated Damages (LDs).

Offerors must respond to the requirements in a requirement/response format and **must** present its cross-referenced response to the requirements in the order in which they are presented below. Offerors also must provide, for each applicable requirement, Product Type (SaaS, PaaS, COTS, OS, ECS, NCS), if it is currently Deployed (Yes/No), if it has been Security Tested and passed within the last 12 months, more than 12 months or not security tested (12, 12+, No). Offerors **also must** respond to the questions that follow the numbered requirements herein.

Offerors will note that instead of the typical historical MMIS requirements that specify the manner and process by which things are to be done, the requirements contained herein have been written to focus on desired outcomes; i.e., instead of a “how” focus, the focus is on “what.” The State is not dictating Offeror’s Business Services; it is interested in securing a Contractor for the Quality Assurance (QA) component services who brings leading edge service capability that responds to the State’s goals and desired outcomes and which offers change improvement coupled with low risk. Offerors should understand that a request for “description of how its Business Services...” is in effect a performance requirement and an expectation of the Offeror’s Business Services. CMS shares our desire to have QA Business Services that foster best-in-breed services for the state MMIS, with the selected Contractor responsible for successful integration of the chosen services and infrastructure into a seamless service. The State seeks a Contractor that will enable the State and CMS to achieve that goal through improved performance, adaptability, use of open APIs, more comprehensive services and leveraged experience from similar projects elsewhere.

Prior to preparing proposals in response to this procurement, Offerors are expected to review the System Integrator and Data Services module RFPs as well as the related questions and answers (Q&A’s) and addendums for the respective RFPs which may be found in the Procurement Library.

Requirements can be found on the following pages.

The Requirements below are for Program Integrity tools and services the Contractor shall perform (including FADS).

Category	ID	Requirement
Program Integrity	1.01	Offeror shall describe how its proposed services assist with implementation of Pay for Performance (P4P) measures.
Program Integrity	1.02	Offeror shall describe how its proposed services safeguard against unnecessary or inappropriate use of State Program Services and over or under payments to Providers per the guidelines of Eligibility Quality Control (EQC) and Claims Processing Assessment Systems (CPAS) for Medicaid and other Enterprise programs. The Offeror shall additionally describe how it extends the Medicaid EQC (MEQC) and CPAS capabilities to support other non-Medicaid programs.
Program Integrity	1.03	Offeror shall describe how its proposed services perform analysis of rendering, ordering, and billing practices for aberrant utilization and/or billing patterns to include any recoupment amounts and recoupment procedures taken.
Program Integrity	1.04	Offeror shall describe how its proposed services apply clinically approved guidelines against episodes of care to identify instances of treatment inconsistent with guidelines.
Program Integrity	1.05	Offeror shall describe how its proposed services identify services received by Members who have specified diagnoses, profiles services provided in and across episodes of care, and identify services received for those enrolled in Enterprise programs.
Program Integrity	1.06	Offeror shall describe how its proposed services track Members separately by categories of assistance and program enrollment.
Program Integrity	1.07	Offeror shall describe how its proposed services identify individual Members by peer group.
Program Integrity	1.08	Offeror shall describe how its proposed services automatically identify exceptions to normal utilization or quality of care standards for Members covered by an Enterprise benefit plan.
Program Integrity	1.09	Offeror shall describe how its proposed services automatically identify exceptions to normal utilization or quality of care standards for service providers.
Program Integrity	1.10	Offeror shall describe how its proposed services automatically provide the practice details of Providers whose practice patterns are identified as exceptions or outliers or materially different from the norm.

Category	ID	Requirement
Program Integrity	1.11	Offeror shall describe how its proposed services assign caseload “weights” to cases, Program Integrity requests and PAR requests, based upon severity and other criteria (e.g., complexity, priority, triage, cost of recovery less than recovery, etc.).
Program Integrity	1.12	Offeror shall describe how its proposed services automatically identify, for further action, deficiencies on levels of care and quality of care by peer group.
Program Integrity	1.13	Offeror shall describe how its proposed services provide User specified methodologies to classify individual and group Providers into peer groups and provide the results for analysis.
Program Integrity	1.14	Offeror shall describe how its proposed services provide PI case management and utilizes case management information from other Stakeholder systems for the coordination of PI activities.
Program Integrity	1.15	Offeror shall describe how its proposed services establish PI business processes based on the policies and procedures of the State and the experience of the Offeror in other states or other health insurance arrangements.
Program Integrity	1.16	Offeror shall describe how its proposed services identify and forwards possible candidate cases for Program Integrity to the FADS process.
Program Integrity	1.17	Offeror shall describe how its proposed services provide standard methods, algorithms, actions, and tools for manual and automatic creation of potential fraud and abuse cases. The Business Services shall allow for QA User-configured automatic processing and reprocessing of suspect data.
Program Integrity	1.18	Offeror shall describe how its proposed services automatically identify, for further action, cases requiring utilization review and case management activities based on State approved criteria.
Program Integrity	1.19	Offeror shall describe how its proposed services establish and perform target population or target data sampling using State or Federal criteria and criteria of its own.
Program Integrity	1.20	Offeror shall describe how its proposed services track and report payments (claims, capitations, special disbursements, etc.) selected for review, recovery or audit while considering the status, and assign review staff and such other attributes as may be necessary to coordinate QA efforts across the Enterprise in accordance with approved governance policies.

Category	ID	Requirement
Program Integrity	1.21	Offeror shall describe how its proposed services meet all Program Integrity requirements in the CMS State Medicaid Manual (SMM) and the CMS Certification checklists. The Offeror shall incorporate plans to address changes made by CMS in the SMM and checklists.
Program Integrity	1.22	Offeror shall describe how its proposed services ensure provision of expert testimony when requested by the State to support legal actions taken against a Member or Provider (e.g., Member fraud, Provider fraud, and court ordered recoupments or recoveries).
Program Integrity	1.23	Offeror shall describe how its proposed services provide for free-form case notes with keyword search and sort functions.
Program Integrity	1.24	Offeror shall describe how its proposed services generate early warning notifications of high cost services and inappropriate service utilization.
Program Integrity	1.25	Offeror shall describe how its proposed services monitor the statewide utilization control programs across the Enterprise and assess the quality of services provided through those programs.
Program Integrity	1.26	Offeror shall describe how its proposed services provide editing, collaborating and versioning capabilities when working on documentation with the External Quality Review Organization (EQRO) or other State or Federal reviewers.
Program Integrity	1.27	Offeror shall describe how its proposed services make available PI SME staff for on-going operational assistance to HSD and to other Stakeholders, as outlined in APPENDIX G.
Program Integrity	1.28	Offeror shall describe how its proposed services establish, maintain, track and periodically evaluates corrective action plans for Enterprise Providers, Programs and MCOs.
Program Integrity	1.29	Offeror shall describe how its proposed services provide qualified staff to assist the State in configuration of analytical and algorithmic criteria to detect potential fraud and abuse of Enterprise programs.
Program Integrity	1.30	Offeror shall describe how its proposed services test the criteria and algorithms for expected outcomes prior to use in detecting outliers or aberrations.
Program Integrity	1.31	Offeror shall describe how its proposed tools use data queries, analysis and reporting with predefined analytic/algorithmic search criteria to detect potential Provider and Member program fraud and abuse; robust statistical analysis and data presentation functionality; benefit modeling, utilization management, profiling, forecasting, assessments and standard (scheduled) and ad-hoc reporting capability.

Category	ID	Requirement
Program Integrity	1.32	Offeror shall describe how its proposed services allow authorized Users to include or exclude data in the detection and analysis of fraudulent activities.
Program Integrity	1.33	Offeror shall describe how its proposed services notify Enterprise fraud control units of suspected cases of potential fraud including relevant information.
Program Integrity	1.34	Offeror shall describe how its proposed services automatically provide information that reveals potential errors in level of care and quality of service.
Program Integrity	1.35	Offeror shall describe how its proposed services provide the data for Federal and State reporting requirements relating to fraud and abuse detection.
Program Integrity	1.36	Offeror shall describe how its proposed services support fraud and abuse investigations.
Program Integrity	1.37	Offeror shall describe how its proposed services will suppress processing on one or more individuals within specified categories on a trial by trial basis.
Program Integrity	1.38	Offeror shall describe how its proposed services comply with authorized requests for access to, and free copies of, any records or information kept by the Enterprise, its Contractors or Providers to which the agency is authorized access by Section 1902(a)(27) of the Social Security Act and § 431.107 of this subchapter.
Program Integrity	1.39	Offeror shall describe how its proposed services, in coordination with SI security, capture, store and provide access to electronic signatures.
Program Integrity	1.40	Offeror shall describe how its proposed services provide access to all data elements outlined in the SMM Part 11, Section 11335 and all additional data required for appropriate analysis of Enterprise programs.
Program Integrity	1.41	Offeror shall describe how its proposed services perform analyses and responses to requests from State program staff or other authorized agents.
Program Integrity	1.42	Offeror shall describe how its proposed services include a comprehensive view of case history and actions taken to facilitate the analysis and review of case details including automated help features.
Program Integrity	1.43	Offeror shall describe how its proposed services perform on-site reviews of Provider facilities as required by federal regulation and when directed by the Enterprise and capture and provide the site review information to the responsible PI unit.
Program Integrity	1.44	Offeror shall describe how its proposed services compute Healthcare Effectiveness Data and Information Set (HEDIS)

Category	ID	Requirement
		and HEDIS-like standard measurements for fee-for-service (FFS) claims and MCO encounters and provides User-defined data as required by the State.
Program Integrity	1.45	Offeror shall describe how its proposed services enable authorized Users to organize case results, case reviews and other data to send through a secure delivery mechanism.
Program Integrity	1.46	Offeror shall describe how its proposed services provide a post-payment review process that allows Enterprise personnel to develop, store, update, and review Member utilization profiles, Provider service profiles, underpayments, overpayments and inappropriate payments or practices.
Program Integrity	1.47	Offeror shall describe how its proposed services automatically utilize oversight reporting files from MCOs.
Program Integrity	1.48	Offeror shall describe how its proposed services identify and obtain successful algorithms from other states, manage and track algorithms in use, evaluate their success, and modify algorithms or recommend changes to algorithms as appropriate.
Program Integrity	1.49	Offeror shall describe how its proposed services track FADS criteria and provide suggestions for additional inclusion or replacement in algorithmic detection of fraud, abuse or erroneous utilization.
Program Integrity	1.50	Offeror shall describe how its proposed services allow authorized Users to establish search criteria and conduct statistical analysis of indicators detecting inappropriate billings, underpayments, overpayments and violations of provider instructions as written in applicable policy manuals.
Program Integrity	1.51	Offeror shall describe how its proposed services perform pattern recognition and automated fraud and abuse profiling for ongoing monitoring of Provider and Member claims to detect patterns of potential fraud, abuse.
Program Integrity	1.52	Offeror shall describe how its proposed services provide tools for FADS, PI and proprietary analytics not covered in DS.
Program Integrity	1.53	Offeror shall describe how its proposed services provide Users access to its modeling tools to enable Users to share the same system-of-record semantic model and metadata. Offeror shall describe how its proposed Business Services, in conjunction with the Data Services module, provides a robust and centralized way for Users to search, capture, store, reuse and publish metadata objects, such as dimensions, hierarchies, measures, performance metrics/key performance indicators (KPIs) and report layout objects and parameters.

The Requirements below are for Third Party Liability (TPL) tools and services the Contractor shall perform.

Category	ID	Requirement
Third Party Liability	2.01	Offeror shall describe how its proposed services : (i) Identify third parties; (ii) Determine the liability of third parties; (iii) Provide data to avoid payment of third party claims as required in 42 CFR 433.139; (iv) Recover reimbursement from third parties after Medicaid claims payment as required in § 433.139; (v) Comply with use the procedures specified in paragraphs (b) through (f) of § 433.139 for claims involving third party liability; and (vi) Record actions relating to the BPO’s services.
Third Party Liability	2.02	Offeror shall describe how its proposed services allow authorized Users to add or update TPL/COB information real-time via batch interface or online.
Third Party Liability	2.03	Offeror shall describe how its proposed services make Member TPL data available to the State.
Third Party Liability	2.04	Offeror shall describe how its proposed services automatically identify TPL through data matching with commercial insurance carriers, Workers’ Compensation carriers, casualty carriers and other databases, and provides follow-up on third party information from all sources based upon the State's policies and procedures. Offeror shall acknowledge that the services will not be altered without prior State approval.
Third Party Liability	2.05	Offeror shall describe how its proposed services maintain multiple third party resources and all Member TPL coverage information with the dates of coverage.
Third Party Liability	2.06	Offeror shall describe how its proposed services automatically follow-up and verify third party coverage including changes, and only recovers funds when TPL information is verified as active and liable for covered services provided to Members.
Third Party Liability	2.07	Offeror shall describe how its proposed services indicate third party insurance restrictions or coverages at the both the carrier and the Member level for inclusion or exclusion of TPL recovery; e.g., if the Member has medical coverage only and claim is for dental services then no recovery would be attempted.

Category	ID	Requirement
Third Party Liability	2.08	Offeror shall describe how its proposed services identify third party resources, including matching criteria. Offeror shall specify the eligibility databases for private and government health care with which it is currently matching (e.g., CMS PARIS database). Offeror acknowledges it will not alter matching criteria without prior State approval.
Third Party Liability	2.09	Offeror shall describe how its proposed services capture and associate TPL information with a case (coinsurance, patient responsibility, allowed amount, contractual allowance) within ten (10) days of identification of such information.
Third Party Liability	2.10	Offeror shall describe how its proposed services update TPL information from all sources based on State regulation and policy.
Third Party Liability	2.11	Offeror shall describe how its proposed services send Member TPL inquiries to third-party payers (that have a Trading Partner Agreement). Offeror shall describe how its Business Services provides Member updates to the SI Framework in a timely manner.
Third Party Liability	2.12	Offeror shall describe how its proposed services systematically determine insurance primacy in accordance with National Association of Insurance Commissioners (NAIC) regulations.
Third Party Liability	2.13	Offeror shall describe how its proposed services allow authorized Users to add, update, and retrieve text notes related to TPL information and provides State access to the notes.
Third Party Liability	2.14	Offeror shall describe how its proposed services identify possible eligible incidents of casualty recovery, and initiate, investigate and address casualty recoveries.
Third Party Liability	2.15	Offeror shall describe how its proposed services provide for multiple recovery types (e.g., Medical; Medicare; Medicare Advantage; Pay and Chase; retirement benefits; pension plans; and casualty recoveries including but not limited to Workers' Compensation claims; auto liability coverage; and medical malpractice) and describe the processes related to each recovery type.
Third Party Liability	2.16	Offeror shall describe how its proposed services provide for non-insurance based recovery types (e.g., Estate Recovery; Income Diversion Trust (IDT) accounts; Special/Supplement Need Trusts; Pooled Charitable/Non-Profit Trusts; CSED recoveries; and Children with Special Health Care Needs (CSHCN), and remainder beneficiary payments from an annuity or trust) and describe the processes related to each recovery type.
Third Party Liability	2.17	Offeror shall describe how its proposed services suppress or exclude certain Enterprise claims or encounters from cost

Category	ID	Requirement
		avoidance or recovery, based on State or Federal regulations and policies.
Third Party Liability	2.18	Offeror shall describe how its proposed services recover claims identified as "pay and chase" based upon State regulations and policies.
Third Party Liability	2.19	Offeror shall describe how its proposed services establish and enforce policies, rules, standards and methodologies for identification of possible TPL and investigate such circumstances.
Third Party Liability	2.20	Offeror shall describe how its proposed services provide the data necessary to the Enterprise for State and Federal reporting requirements including but not limited to, financial reporting and performance standards compliance.
Third Party Liability	2.21	Offeror shall describe how its proposed services provide TPL information (e.g., type of coverage, carrier(s), effective dates of coverage, Policy ID number, Group ID number, Policy Holder first and last name), as defined by the State when an inquiry is received.
Third Party Liability	2.22	Offeror shall describe how its proposed services capture, display, index, retrieve, and share attachments with the Enterprise.
Third Party Liability	2.23	Offeror shall describe how its proposed services integrate with the Enterprise to automatically and manually generate and provide initial and follow-up TPL correspondence transactions to Members, Providers and Stakeholders as appropriate.
Third Party Liability	2.24	Offeror shall describe how its proposed services provide business rules for SI correspondence generation and triggers for generation of correspondence.
Third Party Liability	2.25	Offeror shall describe how its proposed services integrate with the SI hosted notification engine to automatically generate Enterprise TPL alerts or notifications based upon State defined configurable business rules.
Third Party Liability	2.26	Offeror shall describe how its proposed services identify third party claim amounts to be collected and communicate the amount through the ESB to the FS services Contractor.
Third Party Liability	2.27	The Offeror shall describe the Carrier database(s) its services propose to utilize, and identify the source(s) of the data. Offeror shall describe how its proposed Business Services takes NM specific data into its existing database and scrub and incorporate the data.
Third Party Liability	2.28	Offeror shall describe how its proposed services add and maintain (without duplication) carrier demographic, coverage, association information (e.g., National Insurance Payer ID, Company details, and effective dates).

Category	ID	Requirement
Third Party Liability	2.29	Offeror shall describe how its proposed services monitor the status of Provider and TPL recovery payments and cost avoidance due to the availability of third party resources.
Third Party Liability	2.30	Offeror shall describe how its proposed services automatically and manually add and update State-defined TPL and Coordination of Benefits (COB) recovery regulations and policies. Offeror shall acknowledge that rules can differ based upon the sources of the TPL (i.e., insurance carriers, attorneys, Providers, CSHCN and Members).
Third Party Liability	2.31	Offeror shall describe how its proposed services aggregate claims or encounters up to a specified minimum dollar threshold (amount or percentage) and automatically seek TPL recovery when the threshold is reached.
Third Party Liability	2.32	Offeror shall describe how its proposed services enable authorized Users to enter services and charges directly for recovery when information cannot be retrieved electronically from another source.
Third Party Liability	2.33	Offeror shall describe how its proposed services initiate and follow-up on TPL recoveries from other parties (i.e., providers, insurance carriers, members, and attorneys) based upon State regulations and policies.
Third Party Liability	2.34	Offeror shall describe how its proposed services incorporate State regulations and policies to identify recovery types to be cost-avoided or paid and recovered (e.g., pay and chase).
Third Party Liability	2.35	Offeror shall describe how its proposed services facilitate State review and approval of Offeror-developed business rules for third party liability cost avoidance and recovery prior to rule implementation.
Third Party Liability	2.36	Offeror shall describe how its proposed services track responses and follows up when a response is not received or update the Member records with TPL information provided in a response.

The Requirements below are for RAC - Management of Recovery and Audit tools and services the Contractor shall perform.

Category	ID	Requirement
Management of Recovery and Audit	3.01	Offeror shall describe how its proposed services comply with CMS Recovery Audit Contractors program (section 1902(a) (42) (B) https://downloads.cms.gov/cmsgov/archived-downloads/SMDL/downloads/SMD10021.pdf and 6411 of the Affordable Care Act http://www.medicare-rac.com/section-6411-

		of-the-affordable-care-act-aca/, <i>Expansion of the Recovery Audit Contractor (RAC) Program.</i>)
Management of Recovery and Audit	3.02	Offeror shall describe how its proposed services coordinate efforts with other audit programs (e.g. Federal and State law enforcement entities, U.S. Department of Justice, Federal Bureau of Investigation, Department of Health and Human Services' Office of Inspector General, State Medicaid Fraud Control Units (MFCUs), State Surveillance and Utilization Review Units, State Auditors, DSH Auditors, Legislative Auditors).
Management of Recovery and Audit	3.03	Offeror shall describe how its proposed services prohibit auditing claims which have been audited by another entity for the same reason.
Management of Recovery and Audit	3.04	Offeror shall describe how its proposed services track and report payments (claims, capitations, special disbursements, etc.) selected for review, recovery or audit while considering the status, and assign review staff and such other attributes as may be necessary to coordinate QA efforts across the Enterprise in accordance with approved governance policies.
Management of Recovery and Audit	3.05	Offeror shall describe how its proposed services meet all RAC requirements in the CMS Certification checklists https://www.medicaid.gov/medicaid/data-and-systems/mect/index.html . The Offeror must incorporate plans to address changes made by CMS in the SMM and checklists.
Management of Recovery and Audit	3.06	Offeror shall describe how its proposed services ensure provision of expert testimony when requested by the State to support legal actions taken.
Management of Recovery and Audit	3.07	Offeror shall describe how its proposed services provides free-form case note text capacity with keyword search and sort functions on all such text.
Management of Recovery and Audit	3.08	Offeror shall describe how its proposed services make available RAC SME staff for on-going operational and technical assistance to the Enterprise, as outlined in APPENDIX G.
Management of Recovery and Audit	3.09	Offeror shall describe how its proposed services notify Enterprise fraud control units of suspected cases of potential fraud including relevant information
Management of Recovery and Audit	3.10	Offeror shall describe how its proposed services provide the data for Federal and State reporting requirements relating to the RAC program.
Management of Recovery and Audit	3.11	Offeror shall describe how its proposed services provide a post-payment audit review process of Provider services for underpayments, overpayments and inappropriate payments or practices.
Management of Recovery and Audit	3.12	Offeror shall describe how its proposed services automatically recover funds or follow-up on recovery attempts to recover funds.

Management of Recovery and Audit	3.13	Offeror shall describe how its proposed services track Provider responses and follows up when a response is not received.
Management of Recovery and Audit	3.14	Offeror shall describe how its proposed services suppress or exclude certain Enterprise claims or encounters from audit or recovery, based on State or Federal regulations and policies.
Management of Recovery and Audit	3.15	Offeror shall describe how its proposed services identify and select provider claims to be reviewed, request and review medical and financial records, and identify over/underpayments for recovery.
Management of Recovery and Audit	3.16	Offeror shall describe how its proposed services refer any suspect or apparent instances of fraud to the Enterprise and coordinate with HSD Office of the Inspector General.
Management of Recovery and Audit	3.17	Offeror shall describe how its proposed services submit recovery payments timely, on a schedule, and in a manner to be specified by the Enterprise.
Management of Recovery and Audit	3.18	Offeror shall describe how its proposed services provide access to Contractor's cash control procedures which must be reviewed and approved by HSD.
Management of Recovery and Audit	3.19	Offeror shall describe how its proposed services develop and provide cash control procedures to ensure that all funds are accurately deposited and recovered, so that account receivable files are balanced.
Management of Recovery and Audit	3.20	Offeror shall describe how its proposed Business Services submits to the Enterprise monthly invoices based on finalized recoveries (those unchallenged by the provider or that have completed administrative appeals process).

The Requirements below are for Quality Reporting tools and services the Contractor shall perform.

Category	ID	Requirement
Quality Reporting	4.01	Offeror shall describe how its proposed services deliver its “out of the box” reporting service that is flexible and configurable. Offeror shall capture, manage, distribute and maintain quality reports from data within the Enterprise as well as from external sources.
Quality Reporting	4.02	Offeror shall describe how its proposed services generate reports that integrate with the State-specific data (e.g. trends and predictive analysis).
Quality Reporting	4.03	Offeror shall describe how its proposed services operate the tools, services and functionality that enables it and the State to comply with the CMS MECT CSFs and checklists.

Quality Reporting	4.04	Offeror shall describe how its proposed services measure and report on quality measures that assist the Enterprise in assessing both program and Provider performance. Offeror shall describe the reports that its services produce to enable the State to improve outcomes for Members and improve efficiencies for the State programs.
Quality Reporting	4.05	Offeror shall describe how its proposed services access and utilizes nationally recognized externally published quality information for reporting purposes.
Quality Reporting	4.06	Offeror shall describe how its proposed services make known the quality assessments or measures of Providers.
Quality Reporting	4.07	Offeror shall describe how its proposed services measure and report the quality and cost of care provided to enrollees in managed care arrangements.
Quality Reporting	4.08	Offeror shall describe how its proposed services access and report the data necessary to satisfy State and Federal reporting requirements on utilization, quality and cost of care.
Quality Reporting	4.09	Offeror shall describe how its proposed services trend performance of MCOs and Providers on quality measures.
Quality Reporting	4.10	Offeror shall describe how its proposed services make recommendations to the appropriate Enterprise staff on quality improvement, new measures or algorithms or new sources of quality assessment.
Quality Reporting	4.11	Offeror shall describe how its proposed services provide training to Enterprise staff on quality measurement and reporting, on the tools and assessments of external quality organizations and on quality improvement interventions.
Quality Reporting	4.12	Offeror shall describe the role of its Quality Reporting SME in assisting Enterprise staff focused on quality.
Quality Reporting	4.13	Offeror shall describe how its services actively monitor Provider and MCO activities against established quality of care and key performance indicators, and when measurements fall outside of acceptable ranges, the services ensure that the appropriate State staff are notified and provided with the necessary data to conduct additional research.
Quality Reporting	4.14	Offeror shall describe how its services monitor Provider claims for billing errors and when material errors are found, the services ensure that the appropriate State staff are notified with the necessary data and appropriate recommendations to make an informed decision on subsequent actions.

The Requirements below are for Audit Coordination tools and services the Contractor shall perform

Category	ID	Requirement
Audit Coordination	5.01	Offeror shall describe how its proposed services provide audit trail capability of grievance and appeal events to track and report all appeal-related changes, identify the individual who modified data, record the date that the modification occurred, display an audit trail of all appeal processing steps, and view on-line all appeal audit trail information.
Audit Coordination	5.02	Offeror shall describe how its proposed services allow Users to establish audit cases (e.g., Critical Incident Reporting), manage the activities within the case, and track and report audit activities, findings and outcomes.
Audit Coordination	5.03	Offeror shall describe how its proposed services audit enrollment, lock-in, exclusion, and capitation payments of any PCCM or other Gatekeeper program(s).
Audit Coordination	5.04	Offeror shall describe how its proposed services automatically inventory, flag and escalate incomplete, inadequate or missed audits.
Audit Coordination	5.05	Offeror shall describe how its proposed services record and maintain audit dispositions.
Audit Coordination	5.06	Offeror shall describe how its proposed services tracks and provide notice of Enterprise adherence to audit timelines.
Audit Coordination	5.07	Offeror shall describe how its proposed services allow Enterprise Stakeholders to submit audit information directly into the Business Services or how the Business Services retrieves audit information directly from Stakeholder systems.
Audit Coordination	5.08	Offeror shall describe how its proposed services coordinate, capture and provide audit results performed by external entities (e.g., MCOs, State and Federal agencies or other State Contractors).
Audit Coordination	5.09	Offeror shall describe how its proposed services access, maintain and make available records with attachments for audit purposes.
Audit Coordination	5.10	The Offeror shall describe how its proposed services provide recommendations and implement improvements to the Federal and State audit processes, subject to Enterprise approval.
Audit Coordination	5.11	Offeror shall describe how its proposed services provides the relevant information required by auditors in the format requested.
Audit Coordination	5.12	Offeror shall describe how its proposed services report to authorized Users the inventory of active and closed audits, and how it permits User inquiry into such inventory.

Category	ID	Requirement
Audit Coordination	5.13	Offeror shall describe how its proposed services allow auditors in different organizations to collaborate on, refer and track audit cases (e.g., OAG, OIG and State Auditor), and how its Business Services minimizes duplication of effort.
Audit Coordination	5.14	Offeror shall describe how its proposed services audit administration and payment of Enterprise programs including but not limited to waiver programs (e.g., for budget neutrality).
Audit Coordination	5.15	Offeror shall describe how its proposed services track, monitors and audit enrollment in Enterprise programs including but not limited to waiver programs (e.g., unduplicated Members, program enrollment limits)
Audit Coordination	5.16	Offeror shall describe how its proposed services integrate with the Enterprise Framework to automatically alert or notify designated Users of audit tasks that require attention or execution.
Audit Coordination	5.17	Offeror shall describe how its proposed services automatically schedule audits events and displays audit calendars to authorized Users based on State and Federal regulations and policies.
Audit Coordination	5.18	Offeror shall describe how its proposed services support State and Federal audit-specific guidelines for conducting, reporting and analysis of auditable information.
Audit Coordination	5.19	Offeror shall describe how its proposed services provide SMEs to support the audit functions of the Enterprise.
Audit Coordination	5.20	Offeror shall describe how its proposed services provide relevant supporting documentation to auditors.
Audit Coordination	5.21	Offeror shall describe how its proposed services identify, report and track audit anomalies including Micro-Audit and Exception Reports.
Audit Coordination	5.22	Offeror shall describe how its proposed services automatically create, verify, track and manage individual and multiple audit types based on State and Federal regulations and policies.
Audit Coordination	5.23	Offeror shall describe how its proposed services centralize all audit information intake and make previous audit results and information available to subsequent units or entities being audited.
Audit Coordination	5.24	Offeror shall describe how its proposed services provide audit coordination for all Enterprise partners and take steps to avoid or minimize duplication or overlap of audits, including audits of Providers, across Enterprise programs.

Category	ID	Requirement
Audit Coordination	5.25	Offeror shall describe how its proposed services capture, store and use audit data, information and documents from multiple sources.
Audit Coordination	5.26	Offeror shall describe how its proposed services enable Users to search and access hearings and grievance status information based on Enterprise-defined criteria.
Audit Coordination	5.27	Offeror shall how describe how its proposed services include recordings and storage of hearings, grievances, depositions, auditor comments, investigations, etc.) and make such recordings available for us by authorized Enterprise Users.
Audit Coordination	5.28	Offeror shall describe how its services supply the services, tools and functionality that enables it and the State to comply with the applicable CMS MECT CSFs and checklists.
Audit Coordination	5.29	Offeror shall describe how its services monitor, analyze and report data to mitigate errors, abuse, adverse events, and provide identification of improvement opportunities based on Key Performance Indicators and performance measures.
Audit Coordination	5.30	Offeror shall describe how its services provide, monitor and analyze claims, and recommend action(s) with notification to the appropriate State staff when there are claim errors that could impact PERM. Offeror shall describe how its proposed Business Services provides a streamlined process for conducting the periodic PERM audits.
Audit Coordination	5.31	Offeror shall describe how its proposed services support the Enterprise external and internal audit requirements.
Audit Coordination	5.32	Offeror shall describe how its proposed services ensure that no audit recovery is made without prior provision of notice of adverse action, rights to due process (e.g., hearing) and determination of appropriateness of recovery.
Audit Coordination	5.33	Offeror shall describe how its proposed services facilitate access to a Regional or National Public Assistance Reporting Information System (PARIS) which can determine if a NM public assistance client is receiving public assistance (Medicaid, SNAP, etc.) in another State and when so determined, generate an alert or notification to the appropriate State staff.
Audit Coordination	5.34	Offeror shall describe how its proposed services deliver a QA Case Management tracking functionality allowing Stakeholders information (e.g., date of referral, case status and issues). Offeror shall describe the types and proposed timetable for status report generation.

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

Category	ID	Requirement
Strategy and Project Management	6.01	Offeror shall describe how its proposed services integrate the service configuration with the State PMO processes and standards necessary to meet Federal and State regulatory and policy requirements.
Strategy and Project Management	6.02	Offeror shall describe how its proposed services ensure that Offeror has sufficient appropriately trained and experienced staff to successfully configure, provide and operate the QA business services through maintenance and operations.
Strategy and Project Management	6.03	Offeror shall describe how its proposed services provide full access to work products at all stages of QA Services configuration and operations to HSD, the IV&V Contractor and/or any oversight agent designated by the State or CMS.
Strategy and Project Management	6.04	Offeror shall describe how its proposed services perform all configuration necessary to provide all approved QA services. Offeror shall describe how its services follow industry standard configuration methodologies appropriate to provide defect free services Business Services.
Strategy and Project Management	6.05	Offeror shall describe how its proposed services comply with the State PMO's QA Project Management standards. These expectations include integration with SI combine plans: <ul style="list-style-type: none"> • Requirements Management including a Traceability Matrix • Business Services Management • Quality Management and Assessment • Schedule Management and Release Planning • Communications Management • Change Management • Risk, Issue and Action Item Management • Configuration Management • Test Planning and Performance • Data Conversion Planning as required • Security Management/Privacy Planning • WBS/Schedule and Reporting • Staffing and Training Plans • Business Continuity, Backup and Disaster Recovery Planning and Testing • Implementation/Migration/Transition Planning • Meeting Planning and Administration • Document/Deliverable Management • Disengagement Transition Planning
Strategy and Project Management	6.06	Offeror shall describe its experience with a Disengagement Transition Plan. Offeror is expected to exercise best efforts and cooperate fully to affect an orderly transition and commit

Category	ID	Requirement
		to a no-cost-to-State resolution of malfunctions or omissions identified by the State as critical to transition throughout the transition period and up to ninety (90) days after contract termination.
Strategy and Project Management	6.07	Offeror shall describe how its proposed services provide a flexible approach whereby additional functional area capabilities can be added without stress or interruption to its Business Services or to other MMISR modules and services.
Strategy and Project Management	6.08	Offeror shall describe how its proposed services: a. Implement an active, independent Quality Management (QM) program throughout the contract life; b. Monitors QA business services to assess performance and identify potential quality issues; c. Define and adhere to best practices to provide defect free business services; d. Work with the State to achieve continuous performance improvement (CPI) (e.g., streamline costs, reduce risks, streamline processes, increase efficiency), and measure and report on effectiveness of new approaches or processes; and e. Report regularly upon QM activities, including but not limited to work performed, detailed analyses of QM findings, statistics related to the findings, corrective action plans and status.
Strategy and Project Management	6.09	Offeror shall describe how its proposed services effectively meet the HHS 2020 Vision and the State's chosen approach to MMISR, while identifying risks or trade-offs and making informed recommendations for an approach.
Strategy and Project Management	6.10	Offeror shall describe how its proposed services will demonstrate readiness to the State and its IV&V Contractor prior to operation.
Strategy and Project Management	6.11	Offeror shall describe how its proposed services allow for and implement changes, enhancements and updates to QA business services, workflows and business processes for efficient alignment with the HHS 2020 Architecture and the needs of the State at no additional cost to the State and without degradation to core responsibilities or negative impact to other module and BPO Contractors.
Strategy and Project Management	6.12	Offeror shall describe how its proposed services comply with the SI's processes, standards and Shared Core Services, and how Offeror will coordinate integration with the SI Contractor.
Strategy and Project Management	6.13	Offeror shall describe how its proposed services engage Stakeholders in ensuring the business needs and requirements are met.

Category	ID	Requirement
Strategy and Project Management	6.14	Offeror shall describe how its proposed services provide the State with timely responses and corrective action plans (CAPs) for any audit or review findings, and ensure that all of its subcontractors also comply with such CAPs. Offeror's Business Services must ensure that quarterly status updates are provided for each CAP until the CAP is complete and findings are remediated.
Strategy and Project Management	6.15	Offeror shall describe how its proposed services transfer all records, data and reports relating to the State after final payment is made under the Contract resulting from this procurement. When an audit, litigation, or other action involving or requiring access to records is initiated prior to the final payment made under the Contract, Offeror shall commit to clearly mark any related physical records prior to transfer. The transfer shall occur at a time and manner agreed to by the State.
Strategy and Project Management	6.16	Offeror shall describe how its services will store on the State Microsoft SharePoint site or the HHS 2020 Document Library or other such designated location all Project artifacts and documents.
Strategy and Project Management	6.17	Offeror is encouraged but is not required to use Microsoft Office Suite, Microsoft Visio, Microsoft Project or other such designated tools. Offerors shall provide assurance that its proposed Business Services will comply with State PMO tools and processes.
Strategy and Project Management	6.18	Offeror shall acknowledge its responsibility to adhere to and comply with the requirements contained herein and in the Statement of Work (APPENDIX G).
Strategy and Project Management	6.19	Offeror shall describe how its services ensure that all PMO plans comply and integrate with Master PMO Plan.
Strategy and Project Management	6.20	Offeror shall acknowledge that its services will be made available to the State, Stakeholder partners, State Contractors and modular Contractors without a fee or charge throughout all stages of development and operations.
Service Expectations	7.01	Offeror shall describe how its proposed services integrate with the SI's Integration Platform
Service Expectations	7.02	Offeror shall describe how its proposed services maintain availability 24 hours a day, 7 days a week, 365 days a year for 99.999% of the time except for agreed upon maintenance windows.
Service Expectations	7.03	Offeror shall describe how its proposed services are a complete and provide for the future needs of the MMISR Framework and one which complies with CMS guidance on modularity and integration.

Category	ID	Requirement
Service Expectations	7.04	Offeror shall describe how its proposed services provide Stakeholders with access to QA information.
Service Expectations	7.05	Offeror shall describe how its proposed services prevent deletion or damage of QA data.
Service Expectations	7.06	Offeror shall describe how its proposed services handle the anticipated data and resource volumes for the QA services.
Service Expectations	7.07	Offeror shall describe how its proposed services acquire and deliver the most currently available data.
Service Expectations	7.08	Offeror shall describe how its proposed services reduce false-positive results based on previous results.
Service Expectations	7.09	Offeror shall describe how its proposed services comply with QA SLAs (see Appendix K - HHS 2020 Performance Measures.)
Service Expectations	7.10	Offeror shall describe how its proposed services will comply with the Enterprise architecture required. Offeror shall provide examples of the architectural artifacts that are required as part of CMS certification with their response.
Service Expectations	7.11	Offeror shall describe how its proposed services integrate with Business Continuity (BC), Backup, and Disaster Recovery (DR) plans and meet SLA's defined in Appendix K - HHS 2020 Performance Measures.
Service Expectations	7.12	Offeror shall describe how its proposed services coordinate with the SI Contractor, for data exchange including metadata.
Service Expectations	7.13	The Offeror shall describe how its proposed services provide the required data to the State.
Service Expectations	7.14	Offeror shall describe how its proposed services align and comply with all HIPAA Privacy and any applicable Security Compliance Regulations as though it were a Covered Entity. 14 - HHS 2020 Security Privacy and Standards and Addendum 21 – HHS 2020 Security and Standards.
Service Expectations	7.15	Offeror shall describe how its proposed services provide the algorithm utilized with the returned results.
Service Expectations	7.16	Offeror shall describe how its proposed services follow and implement the State-approved Data Governance directives/policies and how it will support the Enterprise Data Governance Council.
Service Expectations	7.17	Offeror shall describe how the proposed services meet its security obligations as described in 14 - HHS 2020 Security Privacy and Standards and Addendum 21 – HHS 2020 Security and Standards and how it ensures that its subcontractors meet the same standards.

Category	ID	Requirement
Service Expectations	7.18	Offeror shall describe how its proposed services provide the State, at a minimum, an annual report from a qualified, independent, external IT Security Contractor for a Vulnerability Assessment and Network Penetration Test covering all Contractor and subcontractor networks that will access State data and information.
Service Expectations	7.19	Offeror shall acknowledge that no State data will reside off shore nor will any Contractor staff off shore access State data.
Service Expectations	7.20	Offeror shall describe how its proposed services comply, at minimum, with State and Federal security requirements and policies in coordination with the security plan established by the State and SI Contractor (see Addendum 14 - HHS 2020 Security Privacy and Standards and Addendum 21 – HHS 2020 Security and Standards in the procurement library)
Service Expectations	7.21	Offeror shall describe how its proposed services utilize configuration to meet the business needs, State and Federal requirements and policies.
Service Expectations	7.22	Offeror shall describe how its proposed services perform testing that complies with security standards and incorporates industry best practices in order to provide defect operations.
Service Expectations	7.23	Offeror shall describe how its proposed services support State-led UAT.
Service Expectations	7.24	Offeror shall describe how its proposed services establish and manage qualitative analytic capabilities for the services.
Service Expectations	7.25	Offeror shall describe how its proposed services provide performance reporting of its QA Business Services.
Service Expectations	7.26	Offeror shall describe how its proposed services provide out of the box reports.
Service Expectations	7.27	Offeror shall describe how its proposed services provide training and knowledge transfer programs for State Users. Offeror shall describe its plans for assessing training effectiveness.
Service Expectations	7.28	Offeror shall describe how its proposed services provide training materials, knowledge transfer materials, and other documentation (e.g., User guides, on-line help. Offeror shall include samples of training material in its proposal submission.
Service Expectations	7.29	Offeror shall describe how its proposed services provide for initial and ongoing training and documentation for knowledge transfer and for ensuring ongoing appropriate and maximal use by Users. The proposed services shall provide for instructor-led (either online or on site) and on-demand, self-paced training.
Service Expectations	7.30	Offeror shall describe how its proposed services structure audit trail records, the fields and the formats it will audit, how

Category	ID	Requirement
		it controls access to audit information and services and provides to the State.
Service Expectations	7.31	Offeror shall describe how its proposed services provide audits of all steps where source documents are reviewed to the point where the document process ends and how it maintains and sends the audit points to the audit service of the SI module.
Service Expectations	7.32	Offeror shall describe how its proposed services audit all actions by all Users and all systems, including view only, of the QA components.
Service Expectations	7.33	Offeror shall describe how its proposed services retain audit records per State requirements.
Service Expectations	7.34	Offeror shall describe how its proposed services control access to data and when controls are violated, the actions taken.
Support and Maintenance	8.01	Offeror shall describe how its proposed services provide a User QA help desk that has access during State business hours and responds to help requests in a timely and effective manner. Offeror shall describe how its help desk will integrate with the State's help desk.
Support and Maintenance	8.02	Offeror shall describe how its proposed services provide Stakeholder access to QA Project SMEs who have expertise in the proposed services throughout the life of the Contract resulting from this procurement.
Support and Maintenance	8.03	Offeror shall describe how its proposed services provide SME assistance to the Enterprise in researching program integrity and audit discrepancies and findings.
Support and Maintenance	8.04	Offeror shall describe how its proposed services coordinate with the SI Contractor, for data exchange.
Certification	9.01	Offeror shall describe how its proposed services comply with all applicable Federal, State or other regulations, guidance and laws, including Section 508 on ADA compliance. Offeror shall acknowledge that it is required to provide a complete Section 508 Assessment Package.
Certification	9.02	Offeror shall describe how its proposed services comply with State and/or Federal system certification requirements. Offeror shall describe its proposed plan for meeting the CMS Certification Requirements, MITA Maturity Levels, the Seven Conditions and Standards of CMS, and other certification requirements. Offeror will be required to perform all services necessary to fully configure the QA services, successful achievement of the relevant CMS Critical Success Factors and support attainment of CMS Certification or other oversight certification.
Certification	9.03	Offeror shall acknowledge compliance to all applicable CMS MECT checklist requirements, for which it is primarily

Category	ID	Requirement
		responsible and agrees to provide all the necessary artifacts for IV&V Quarterly reports, CMS reviews and Certification. Offeror shall acknowledge that they will comply with all requirements in the MECT at the time of CMS Certification. Offeror shall refer to Addendum 18 in the Procurement Library as a living document which can change due to: CMS updates to the MECT; or the State updating the document at their discretion.
Certification	9.04	Offeror shall provide with the RFP response, Certification artifacts/evidence samples for at least: PI; TPL; RAC; Quality Reporting; and Audit Coordination. Offeror is encouraged to provide samples of Certification in other areas (e.g., security, 508, HIPAA).
Certification	9.05	Offeror shall describe how its proposed services assist the State in documenting business processes as described by CMS with respect to MITA. Offeror shall acknowledge its understanding that the State expects to achieve MITA Level 4 by the end of the HHS 2020 Project, and shall conduct such mapping as may be necessary to demonstrate Offeror's understanding of the expectations of the State and CMS.
Certification	9.06	Offeror shall describe how its services develop and update all required documentation for the CMS EPLC phases.

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

1. Describe at least two successful recent BPO projects, comparable to the QA procurement and modular in nature, on which your organization provided Business Services as the prime contractor. Describe how each experience shaped your services, what lessons were learned, and what outcomes were achieved for the client’s project. Address how you will leverage previous engagement experience to perform the QA 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 the required expertise (stated or implied) over the Project life, how a sufficient number of skilled staff will be deployed on the Project, and how the team will be structured to effectively perform the required work. This staffing model is expected to demonstrate an understanding of QA requirements, including consideration of how QA fits within the MMISR Solution and approach, as well as how it fits within HHS 2020. Additionally, the Offeror shall demonstrate an approach for accessing appropriate subject matter expertise to address Project-related requirements or requirements that CMS imposes or recommends throughout the Project life.

- B. Identify (by name and expertise) subject matter experts (SMEs) who will be part of the QA team. Explain what types of additional expertise are available from within the Offeror's organization and how these experts will be accessed for this Project.
- C. Identify any subcontractor(s) who will participate in an awarded contract and describe its organization's experience and the services they will perform in to meet the QA requirements.
- D. Provide a resume for each recommended Key Personnel.
- E. Provide an assurance that the Key Personnel who are proposed by Offeror will in fact be the Personnel for the initial year of the contract (except due to uncontrollable circumstances defined by Offeror and agreed to by the State).
- F. Describe how you will have sufficient resources and staff to start QA service operations within thirty (30) calendar days of contract award and to be operational within sixty (60) calendar days of award.

3. Provide a Work Plan timetable for QA Services integration. Identify the assumptions underlying your Work Plan timetable and for the items below from your proposal:

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

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

5. Explain how your business services enable cost-effective, high-quality QA operations and maintenance and ensure cost-effective, over the life of the contract. Explain how your approach will result in satisfaction of the CMS and State expectation that Quality Assurance will focus on ensuring the integrity and interoperability of the MMISR Solution.

7. Explain your ability and willingness to meet the preliminary set of SLAs and LDs in Appendix K - HHS 2020 Performance Measures. During contract negotiations, the Contractor and State will collaborate to define the SLAs which will be included in the contract. Offeror should understand and agree there will be SLAs that cannot be defined during contract negotiations for operations and will require future Contractor and State collaboration.

APPENDIX I

**Sample Contract
STATE OF NEW MEXICO**

HUMAN SERVICES DEPARTMENT

PROFESSIONAL SERVICES CONTRACT # _____

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work outlined in Exhibit A, Scope of Work.

2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars (\$ _____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). 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 Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

(**OR CHOICE – MULTI-YEAR** – A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars (\$ _____) in FYXX (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX totaling (AMOUNT) shall be paid by the

Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT) in FYXX.**

(REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

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

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

3. Term.

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

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL**

RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

1. in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;
2. this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;
3. in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the

Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4. this Agreement complies with Section 10-16-9(A) NMSA 1978 because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;
5. in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
6. in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

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

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

20. Indemnification.

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

21. New Mexico Employees Health Coverage.

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

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

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

22. Employee Pay Equity Reporting

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

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

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

23. Invalid Term or Condition.

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

24. Enforcement of Agreement.

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

25. Notices.

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

To the Agency: [insert name, address and email].

To the Contractor: [insert name, address and email].

26. Authority.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the DFA below:

By: _____ Date: _____
HSD Cabinet Secretary

By: _____ Date: _____
HSD Chief Financial Officer

Approved for legal sufficiency:

By: _____ Date: _____
HSD General Counsel

By: _____ Date: _____
Contractor

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

CRS ID Number: _____

By: _____ Date: _____
Tax and Revenue Department Representative

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

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

By: _____ Date: _____

Exhibit A

Scope of Work

Exhibit B

HIPAA Business Associate Agreement

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

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

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

1. Definition of Terms

- 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 are feasible, the Department shall report the breach to the Secretary.

The Department has the right to seek to cure any breach by Business Associate and this right, regardless of whether the Department cures such breach, does not lessen any right or remedy available to the Department at law, in equity, or under this BAA or PSC [REDACTED], nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

6. Penalties and Training.

Business Associate understands and acknowledges that violations of this BAA or PSC [REDACTED] may result in notification by the Department to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by the Department, Business Associate shall participate in training regarding use, confidentiality, and security of PHI.

7. Miscellaneous

- a. Interpretation. Any ambiguity in this BAA, or any inconsistency between the provisions of this BAA or PSC [REDACTED], shall be resolved to permit the Department to comply with the HIPAA Standards.
- b. Business Associate's Compliance with HIPAA. The Department makes no warranty or representation that compliance by Business Associate with this BAA or the HIPAA Standards will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- c. Change in Law. In the event there are subsequent changes or clarifications of statutes, regulations or rules relating to this BAA or PSC [REDACTED], the Department shall notify Business Associate of any actions it reasonably deems necessary to comply with such changes, and Business Associate shall promptly take such actions. In the event there is a change in federal or state laws, rules or regulations, or in the interpretation of any such laws, rules, regulations or general instructions, which may render any of the material terms of this BAA unlawful or unenforceable, or which materially affects any financial arrangement contained in this BAA, the parties shall attempt amendment of this BAA to accommodate such changes or interpretations. If the parties are unable to agree, or if amendment is not possible, the parties may terminate the BAA and PSC [REDACTED] pursuant to its termination provisions.
- d. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Department, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- e. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or workforce

members assisting Business Associate in the fulfillment of its obligations under this BAA and PSC [REDACTED] available to the Department, at no cost to the Department, to testify as witnesses or otherwise in the event that litigation or an administrative proceeding is commenced against the Department or its employees based upon claimed violation of the HIPAA standards or other laws relating to security and privacy, where such claimed violation is alleged to arise from Business Associate's performance under this BAA or PSC [REDACTED], except where Business Associate or its agents, affiliates, subsidiaries, subcontractors or employees are named adverse parties.

- f. Additional Obligations. Department and Business Associate agree that to the extent not incorporated or referenced in any Business Associate 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 QA RFP to CMS Draft RFP Template

CMS has provided guidance on the Medicaid Enterprise Certification Toolkit (MECT) including “CMS Uniform RFP Guide, Version 4.2” and has allowed for variation in RFP creation. As NM State Procurements were in process at the time the guidance was provided this RFP is a variation and does not follow the Uniform RFP but does include all of the sections of the MMIS Uniform RFP Guide that can be found in the Procurement Library. The table below reflects each section of the Uniform RFP Guide and where the section is addressed in this QA RFP. It is expected each vendor will review the Uniform RFP Guide in addition to reviewing this mapping.

#	Uniform RFP Guide	IP RFP Section # and Section Title
1	State Procurement Objectives	INTRODUCTION PURPOSE OF THIS REQUEST FOR PROPOSALS Addendum 20- HHS 2020 Vision and Architecture, HHS MMISR PROJECT VISION Addendum 2 – HHS 2020 Background Information NM HHS and Medicaid, BACKGROUND INFORMATION – Business Objectives APPENDIX G - DETAILED STATEMENT OF WORK
a	State Vision	Addendum 20- HHS 2020 Vision and Architecture, HUMAN SERVICES DEPARTMENT VISION Addendum 2 – HHS 2020 Background Information NM HSD and Medicaid, HHS MMISR PROJECT VISION II. MMISR APPROACH APPENDIX G - DETAILED STATEMENT OF WORK
b	Business Objectives	Addendum 2 – HHS 2020 Background Information NM HHS and Medicaid, BACKGROUND INFORMATION – Business Objectives APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
2	Technology Standards	II. MMISR APPROACH Addendum 20- HHS 2020 Vision and Architecture, HHS 2020 Enterprise Architecture APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
a	CMS Requirements [Align with Seven Conditions and Standards]	Addendum 20- HHS Vision and Architecture, HHS MMISR PROJECT VISION

#	Uniform RFP Guide	IP RFP Section # and Section Title
		APPENDIX G - DETAILED STATEMENT OF WORK
	1) Modularity Standard	Addendum 20- HHS Vision and Architecture, HHS MMISR PROJECT VISION Addendum 20- HHS Vision and Architecture, HUMAN SERVICES DEPARTMENT VISION II. MMISR APPROACH
	2) MITA Condition	APPENDIX G – DETAILED STATEMENT OF WORK APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
	3) Industry Standards Condition	II. MMISR APPROACH Addendum 20- HHS Vision and Architecture, HHS 2020 Enterprise Architecture Addendum 20- HHS Vision and Architecture, HUMAN SERVICES DEPARTMENT VISION APPENDIX G - DETAILED STATEMENT OF WORK
	4) Leverage Condition	n/a for a BPO
	5) Business Rules Condition	Addendum 20- HHS Vision and Architecture, HUMAN SERVICES DEPARTMENT VISION II. MMIS APPROACH, A. The MMISR Modules and Services Procurements APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
	6) Reporting Condition	APPENDIX G - DETAILED STATEMENT OF WORK APPENDIX H OFFEROR AND CONTRACTOR REQUIREMENTS
	7) Interoperability Condition	Addendum 20- HHS Vision and Architecture, HHS MMISR PROJECT VISION APPENDIX G - DETAILED STATEMENT OF WORK
b	State Technology Requirements [Optional]	n/a for a BPO
3	Scope of Work	III. CONTRACTOR ROLE APPENDIX G - DETAILED STATEMENT OF WORK APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
	System Integrator Considerations	n/a for QA, addressed in SI RFP
4	Cost Module and Budgeting Specifications	VII. RESPONSE SPECIFICATIONS A. COST - Offerors must complete the Cost Response as noted in APPENDIX B.

#	Uniform RFP Guide	IP RFP Section # and Section Title
		APPENDIX B – COST RESPONSE FORM
	System Integrator Considerations	n/a for QA, addressed in SI RFP
5	Project Management and Governance	Addendum 20- HHS Vision and Architecture, HUMAN SERVICES DEPARTMENT VISION Addendum 19 – HHS 2020 Organizational Chart, HHS 2020 STATE PROJECT MANAGEMENT OFFICE (PMO) APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
	System Integrator Considerations	n/a for QA, addressed in SI RFP
a	State Project Governance	APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
b	Vendor Project Management	n/a for a BPO
6	Key Personnel	APPENDIX G - DETAILED STATEMENT OF WORK APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS
	System Integrator Considerations	n/a for QA, addressed in SI RFP
7	Project Performance Standards	APPENDIX G - DETAILED STATEMENT OF WORK APPENDIX H - OFFEROR AND CONTRACTOR REQUIREMENTS Appendix K - HHS 2020 QA Performance Measures
	System Integrator Considerations	n/a for QA, addressed in SI RFP
8	Contract Standards	APPENDIX I - SAMPLE CONTRACT
	<input type="checkbox"/> Statement of contract termination procedures;	APPENDIX I - SAMPLE CONTRACT
	<input type="checkbox"/> Statement that the prime contractor is responsible for contract performance, whether or not subcontractors are used;	VI. CONDITIONS GOVERNING THE PROCUREMENT, C. GENERAL REQUIREMENTS 4. Subcontractors/Consent
	<input type="checkbox"/> Requirement for a statement of corporate financial stability and/or for a performance bond; and	VII. RESPONSE SPECIFICATIONS, B. OTHER REQUIREMENTS 3. Financial Stability Documents 4. Performance Bond Capacity Statement
	Statement that the proposed contract will include provisions for retention of all ownership rights to the software by the State, if designed, developed, installed, or enhanced with FFP. (See 42 CFR 433.112 (b)(5) and (6), and 45 CFR 95.617(a)).	n/a for a BPO
9	State Procurement Process	B. MMISR PROCUREMENT LIBRARY VI. CONDITIONS GOVERNING THE PROCUREMENT

#	Uniform RFP Guide	IP RFP Section # and Section Title
		VI B 7. Proposal Evaluation
a	CMS Language	V. MMISR PROCUREMENT LIBRARY VI. CONDITIONS GOVERNING THE PROCUREMENT VI B 7. Proposal Evaluation
	As outlined in Section 2, Chapter 11 of the State Medicaid Manual includes the following items: – Listing and description of the reference material available to the contractor for use in preparation of proposals and/or in performance of the contract;	V. MMISR PROCUREMENT LIBRARY
	– Standard format and organization for the proposals including both work to be performed and cost statements; and	VI. CONDITIONS GOVERNING THE PROCUREMENT
	– Explanation of the proposal evaluation criteria and the relative importance of cost or price, technical, and other factors for purposes of proposal evaluation and contract award.	VI B 7. Proposal Evaluation

APPENDIX K

Quality Assurance Performance Measures

The QA Contractor will not be liable for any failure to meet performance measures or for associated liquidated damages resulting in whole or in part from events, causes, or responsibilities that are outside of QA Contractor's control.

Phase	#	Category	Performance Standard	Liquidated Damages
DDI/OPS	1	Configuration Management	<p>The QA Contractor will not perform any changes including configurable items and business rules which impact HSD without the prior written approval of HSD via the Change Control and Release Management processes.</p> <p>HSD will use an emergency approval process to expedite urgent changes necessary to support maximum system availability.</p>	<p>HSD may assess \$5,000 per occurrence for QA Contractor's failure to obtain HSD prior written approval for changes.</p> <p>This performance standard shall only apply after the MMISR Go-Live in accordance with the mutually agreed upon Project Schedule.</p>
OPS	2	Disaster Recovery	<p>For the QA Module, the QA Contractor shall perform and pass the annual recovery and restoration testing that is outlined and accepted by HSD in the "Disaster Recovery Plan" Deliverable.</p> <p>QA Contractor will coordinate with the SI Contractor and their disaster recovery testing related to its integration with the QA Module. The testing schedule will be mutually agreed upon by HSD and QA Contractor.</p>	<p>HSD may assess \$5,000 per business day for each day the passing completion of the test for the QA Module is beyond the scheduled test date.</p>
DDI	3	Project Management	<p>QA Contractor shall provide the Deliverables, per DED requirements, by the due dates as set forth in the then approved Project Schedule or as otherwise mutually agreed upon.</p>	<p>HSD may assess \$1,000 per business day thereafter until the date that Deliverable is delivered to HSD.</p>
OPS	4	Project Management	<p>The QA Contractor shall deliver to the HSD project manager or designee timely and accurate reports specific to each defined performance measure described in this table of performance measures. The reports shall be specific to the reporting time period and quantifiably specific to the measure being reported. Reports shall be based on a measuring and monitoring methodology and tools approved by HSD.</p>	<p>HSD may assess \$100 per performance measurement per day for reports that are not presented to HSD by the agreed upon date and time for submission.</p>

Phase	#	Category	Performance Standard	Liquidated Damages
			The QA Contractor and HSD will work together to develop a performance standards status report (“Dashboard” and/or “Scorecard”).	
DDI/OPS	5	Staff Resource Management	The QA Contractor will replace Key Personnel according to the contract process. Replacement of Key Personnel will take place within thirty (30) calendar days of removal unless a longer period is approved by HSD.	HSD may assess up to \$1,000 per Business Day for each Business Day beyond the thirty (30) calendar days allowed for replacement of Key Personnel.
DDI/OPS	6	Staff Resource Management	Except as set forth in the Contract or due to a personnel resignation or termination, the QA Contractor shall not replace Key Personnel without prior written approval of HSD. The list of Key Personnel during Contract will be mutually agreed upon by the HSD and QA Contractor.	HSD may assess up to a maximum of \$10,000 per occurrence.
OPS	7	System Availability	QA Contractor shall provide all components of the QA Module available for production processing 99.999% of the time, three-hundred sixty-five (365) days per year. Maintenance downtime hours approved on exceptional basis do not apply to this standard.	HSD may assess liquidated damages per day as specified below when the average daily performance fails to meet the performance standard. Availability drops below 99.999% to 99.99% (more than 864.3 ms and less than 8.66 seconds of downtime per 24-hour period): \$5,000 Availability drops below 99.99% to 99.9% (more than 8.66 seconds and less than 1.44 minutes of downtime per 24-hour period): \$7,500 Availability drops below 99.9% to 99% (more than 14.4 minutes of downtime per 24-hour period): \$10,000 The assessment of Liquidated Damages for this performance standard shall only apply ninety (90) days after the MMISR Go Live in accordance with the mutually agreed

Phase	#	Category	Performance Standard	Liquidated Damages
				upon Project Schedule.
DDI	8	Business	QA Contractor shall deliver the contracted fully functioning integrated QA Module services within thirty (30) days of the agreed Go-Live release date.	HSD may assess liquidated damages of \$25,000/day for missed Go-Live event until the SLA is achieved.
OPS	9	PI	QA Contractor must perform analysis of rendering, ordering, and billing practices for aberrant (exceptions or outliers or materially different from the norm) utilization and/or billing patterns or patterns of care, 100% percent of all processed claims within thirty (30) calendar days of claim stored in EDW.	HSD may assess liquidated damages of \$5000 for not meeting the SLA, and \$1000 for each additional calendar day until the SLA is met.
OPS	10	PI	QA Contractor must initiate recovery attempts within seven (7) calendar days of potential recovery identification and follow up within thirty (30) calendar days of no response.	HSD may assess liquidated damages of \$5000 for not meeting the SLA, and \$1000 for each additional calendar day until the SLA is met.
OPS	11	PI	QA Contractor must notify the Enterprise of suspected cases of potential fraud within one (1) calendar day and provide relevant information within thirty (30) calendar days of identification and provide support (e.g., respond to inquiries, provide data) to fraud and abuse investigations, within seven (7) calendar days of a State inquiry.	HSD may assess liquidated damages of \$5000 for not meeting the SLA, and \$1000 for each additional calendar day until the SLA is met.
OPS	12	PI	QA Contractor must perform on-site reviews of Provider facilities as required by federal regulation and within thirty (30) calendar days (whichever is less) when directed by the State and capture and provide the site review information within thirty (30) calendar days to the responsible PI unit.	HSD may assess liquidated damages of \$10,000 for not meeting the SLA, and \$1000 for each additional calendar day until the SLA is met.
OPS	13	PI	QA Contractor must compute Healthcare Effectiveness Data and Information Set (HEDIS) and HEDIS-like standard measurements for fee-for-service (FFS) claims and MCO encounters and provide data	HSD may assess liquidated damages of \$5000 for not meeting the SLA, and \$1000 for each additional calendar day until the SLA is met.

Phase	#	Category	Performance Standard	Liquidated Damages
			by due date.	
OPS	14	TPL	QA Contractor must perform automatic TPL identification, of all Members, through data matching daily.	HSD may assess liquidated damages of \$5000 for not meeting the SLA, and \$1000 for each additional calendar day until the SLA is met.
OPS	15	TPL	QA Contractor must initiate TPL validation attempts within ten (10) calendar days of potential TPL identification and initiate follow up within forty-five (45) calendar days of no response.	HSD may assess liquidated damages of \$5000 for not meeting the SLA, and \$1000 for each additional calendar day until the SLA is met.
OPS	16	TPL	QA Contractor must initiate TPL recovery attempts, for those claims that meet the threshold and time-frames for recovery, within seven (7) calendar days of potential recovery identification and initiate follow up within thirty (30) calendar days of no response.	HSD may assess liquidated damages of \$5000 for not meeting the SLA, and \$1000 for each additional calendar day until the SLA is met.
OPS	17	TPL	QA Contractor must identify possible eligible incidents of casualty recovery, and initiate casualty recoveries within thirty (30) calendar days and initiate follow up within ninety (90) calendar days of no response.	HSD may assess liquidated damages of \$5000 for not meeting the SLA, and \$1000 for each additional calendar day until the SLA is met.
OPS	18	TPL	QA Contractor must initiate recovery of claims of identified as "pay and chase" within seven (7) calendar days of and initiate follow up within thirty (30) calendar days of no response.	HSD may assess liquidated damages of \$5000 for not meeting the SLA, and \$1000 for each additional calendar day until the SLA is met.
OPS	19	RAC	QA Contractor must initiate recovery within seven (7) calendar days of RAC funds or follow-up within thirty (30) calendar days of no response.	HSD may assess liquidated damages of \$5000 for not meeting the SLA, and \$1000 for each additional calendar day until the SLA is met.
OPS	20	Quality Reporting	QA Contractor must access and utilize published nationally recognized externally	HSD may assess liquidated damages of \$5000 for not meeting the SLA,

Phase	#	Category	Performance Standard	Liquidated Damages
			published quality information (e.g., PERM, Federal or other State Audit Reports) for reporting purposes within thirty (30) calendar days of publish date.	and \$1000 for each additional calendar day until the SLA is met.
OPS	21	Quality Reporting	QA Contractor must monitor daily Provider and MCO activities against established quality of care, material errors and key performance indicators, and when measurements fall outside of acceptable ranges, the Contractor will ensure that the appropriate State staff will be notified, within five (5) calendar days and provided with the necessary data to conduct additional research.	HSD may assess liquidated damages of \$5000 for not meeting the SLA, and \$1000 for each additional calendar day until the SLA is met.