HEALTH CARE AUTHORITY

REQUEST FOR PROPOSALS (RFP)

Professional Services for Medicaid Financial and Actuarial Support

RFP# 27-630-8000-0009

RFP Release Date: September 11, 2026

Proposal Due Date: October 12, 2026

ELECTRONIC-ONLY PROPOSAL SUBMISSION

Table of Contents

I. INTRODUCTION **5**

A. PURPOSE OF THIS REQUEST FOR PROPOSALS *5*
B. BACKGROUND INFORMATION *5*
C. SCOPE OF PROCUREMENT *10*
D. PROCUREMENT MANAGER *11*
E. PROPOSAL SUBMISSION *12*
F. DEFINITION OF TERMINOLOGY *12*
G. PROCUREMENT LIBRARY *16*

II. CONDITIONS GOVERNING THE PROCUREMENT **18**

A. SEQUENCE OF EVENTS 18
B. EXPLANATION OF EVENTS 18
1. Issue RFP *18*
2. Acknowledgement of Receipt Form *19*
3. Pre-Proposal Conference *19*
4. Deadline to Submit Written Questions *20*
5. Response to Written Questions *20*
6. Submission of Proposal *20*
7. Proposal Evaluation *21*
8. Selection of Finalists *21*
9. Oral Presentations *21*
10. Best and Final Offers *22*
11. Finalize Contractual Agreements *22*
12. Contract Awards *22*
13. Protest Deadline *22*
C. GENERAL REQUIREMENTS 23
1. Acceptance of Conditions Governing the Procurement *23*
2. Incurring Cost *23*
3. Prime Contractor Responsibility *23*
4. Subcontractors/Consent *23*
5. Amended Proposals *23*
6. Offeror's Rights to Withdraw Proposal *24*
7. Proposal Offer Firm *24*
8. Disclosure of Proposal Contents *24*
9. No Obligation *25*
10. Termination *25*
11. Sufficient Appropriation *25*
12. Legal Review *25*
13. Governing Law *25*
14. Basis for Proposal *25*
15. Contract Terms and Conditions *25*
16. Offeror's Terms and Conditions *26*
17. Contract Deviations *26*
18. Offeror Qualifications *26*
19. Right to Waive Minor Irregularities *27*
20. Change in Contractor Representatives *27*
21. Notice of Penalties *27*
22. Agency Rights *27*
23. Right to Publish *27*
24. Ownership of Proposals *27*

25. Confidentiality 27
26. Electronic mail address required 28
27. Use of Electronic Versions of this RFP 28
28. New Mexico Employees Health Coverage 28
29. Campaign Contribution Disclosure Form 28
30. Letter of Transmittal 29
31. Disclosure Regarding Responsibility 29
32. New Mexico/Native American Resident Preferences 31

III. RESPONSE FORMAT AND ORGANIZATION 32

A. NUMBER OF RESPONSES 32
B. PROPOSAL CONTENT AND ORGANIZATION 33
1. Proposal Content and Organization ***..... 33***
2. Letter of Transmittal ***..... 34***
3. Campaign Contribution Disclosure Form ***..... 34***
4. Table of Contents ***..... 34***
5. Executive Summary ***..... 34***
6. Response to Department's Terms and Conditions ***..... 34***
7. Offeror's Additional Terms and Conditions ***..... 34***
8. Response to Specifications ***..... 35***
9. Suspension and Debarment Requirement Form ***..... 35***
10. Lobbying ***..... 35***

IV. SPECIFICATIONS 36

A. DETAILED SCOPE OF WORK 36
B. TECHNICAL SPECIFICATIONS 41
1. Organizational Capability and Experience 41
2. Organizational References 42
3. Mandatory Specifications 43
C. BUSINESS SPECIFICATIONS 44
1. Financial Stability 44
2. Letter of Transmittal Form 44
3. Campaign Contribution Disclosure Form 44
4. Suspension and Debarment Requirement Form 45
5. Oral Presentation 45
D. COST PROPOSAL 45

V. EVALUATION 46

A. EVALUATION POINT SUMMARY 46
B. EVALUATION FACTORS 46
1. Organizational Experience (See Table 1) 46
2. Organizational References (See Table 1) 47
3. Mandatory Specifications (See Table 1) 47
4. Cost Proposal (See Table 1) 48
5. Business Specifications (See Table 1) 48
- *Financial Stability (See Table 1) 48*
- *Letter of Transmittal (See Table 1) 48*
- *Campaign Contribution Disclosure Form (See Table 1) 48*
- *Suspension and Debarment Requirement Form (See Table 1) 49*

6. Oral Presentation (See Table 1) 49
C. EVALUATION PROCESS 49

APPENDIX A 50

ACKNOWLEDGEMENT OF RECEIPT FORM **50**

APPENDIX B **51**

CAMPAIGN CONTRIBUTION DISCLOSURE FORM **51**

APPENDIX C **54**

DRAFT CONTRACT **54**

A. DETAILED SCOPE OF WORK 73

DEFINITION OF TERMINOLOGY *88*

APPENDIX D **93**

COST RESPONSE FORM **93**

APPENDIX E **94**

LETTER OF TRANSMITTAL FORM **94**

APPENDIX F **95**

ORGANIZATIONAL REFERENCE QUESTIONNAIRE **95**

APPENDIX G **100**

SUBMITTED QUESTIONS FORM **100**

APPENDIX H **101**

SUSPENSION AND DEBARMENT REQUIREMENT FORM **101**

APPENDIX I **103**

CERTIFICATION REGARDING LOBBYING **103**

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The State of New Mexico Health Care Authority (HCA), Medical Assistance Division (MAD), is issuing this Request for Proposals (RFP) to solicit competitive, sealed proposals from qualified Offerors to provide actuarial and financial consulting services for New Mexico's Medicaid program. These services will support a range of initiatives aimed at strengthening the Turquoise Care managed care program, advancing Medicaid innovation, and enhancing the overall administration of Medicaid services in New Mexico. The selected Offeror(s) will assist HCA with developing risk-based managed care rates, conducting financial analyses, and providing expert guidance on Medicaid finances, reporting requirements, federal waivers, policies, regulations, and programs. Through this procurement, HCA seeks partners who can help improve access to care, promote better health outcomes, and increase the efficiency and effectiveness of Medicaid programs statewide.

B. BACKGROUND INFORMATION

B.1 Background on the Health Care Authority

The New Mexico Health Care Authority (HCA) is the cabinet-level agency responsible for administering New Mexico's Medicaid program and advancing a coordinated statewide health system focused on whole-person care, population health, and equitable access to services. HCA also oversees a range of federal and state programs, including child support enforcement, substance abuse and mental health services, and the provision of food, financial assistance, and health care for eligible residents.

Led by a Cabinet Secretary appointed by the Governor and confirmed by the New Mexico Senate, HCA is organized into divisions responsible for Medicaid administration, behavioral health, eligibility operations, information technology, financial oversight, and program integrity. The Office of the Secretary provides overall leadership and direction for the agency.

HCA's mission is to ensure that every New Mexican has access to affordable coverage through a seamless health care system and to support residents in achieving their highest level of health through whole-person, cost-effective, accessible, and high-quality services.

Its vision and goals emphasize leveraging purchasing power and partnerships, advancing health equity, integrating behavioral and physical health, improving long-term services and supports, modernizing payment models, strengthening data-driven decision-making, and building a strong statewide workforce.

Medical Assistance Division (MAD). The Medical Assistance Division manages and administers the federal Medicaid program, known as Turquoise Care, the Children's Health Program (CHIP), and authorized waivers. Medicaid is authorized under Title XIX of the Social Security Act. The CHIP program is authorized under Title XXI. MAD is responsible for Medicaid program policy, operations, compliance, managed care oversight, eligibility policy coordination, and federal waiver administration. MAD also supports the Medicaid Advisory Committee (MAC), which advises the State on Medicaid policy and program improvements and includes health professionals, consumer organizations, advocates, and public health stakeholders. MAD plays a central role in rate setting, waiver management, reporting, policy development, program innovation, and statewide coordination.

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

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

Developmental Disabilities Supports Division (DDSD). Provides person-centered community supports for individuals with intellectual and developmental disabilities, promoting independence, inclusion, and protection from abuse, neglect, and exploitation. The division oversees a range of programs and services, including home and community-based waivers, ICF/IID services, autism and Prader-Willi supports, behavior and clinical services, community inclusion, enabling technology, PASRR, and state-funded programs.

Division of Health Improvement (DHI). Responsible for ensuring regulatory compliance across diverse health services, including licensing health care facilities, oversight of home and community-based Medicaid waiver program providers, conducting investigations of abuse, neglect and exploitation, running background checks for caregivers, operating a nurse aide program, and overseeing lab certification for safety and health rules.

Income Support Division (ISD). The Income Support Division is the primary source for eligibility determination for all HCA programs, including Medicaid. The Division's field staff of employees, supervisors and county directors is administered through four district operations offices under the direction of two Deputy Directors. Field staff is responsible for interviewing

applicants/recipients, determining eligibility, and issuing benefits for the food stamp (SNAP), cash assistance, Medicaid, and other assistance programs.

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

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

Office of the Inspector General (OIG). Mission to prevent and detect fraud, waste and abuse in the New Mexico Health Care Authority (HCA's) public assistance programs and services, and internal operations. The OIG conducts financial and program audits, criminal, civil, and administrative investigations, and special reviews, and administers the Medicaid Program Integrity Unit and the Public Assistance Reporting Information System (PARIS) program. The OIG is comprised of the Audit Bureau, Medicaid Program Integrity Unit, Investigations Bureau, and Central Office.

*Office of General Counsel (OGC)***.** OGC assists all of the Department's divisions with a wide range of legal issues, including the development of contracts, participation in recipient and provider hearings, litigation, legislative initiatives, negotiations, settlements, evaluation of legal documents, training, compliance with state and federal laws and regulations, policy, and program development.

Office of Fair Hearings. The Office of Fair Hearings (OFH) provides administrative hearings consistent with state (NMAC) and federal regulations (CFR). The OFH registers appeals of adverse actions across all public assistance categories as well as Child Support enforcement actions, Managed Care Organization actions, certain actions involving nursing home care as well as certain administrative actions concerning providers.

As of August 2026, HCA has more than 2,000 employees and has maintained contracts with community-based providers throughout the state. There are more than 52 office locations statewide.

B.2 Overview of New Mexico Medicaid Program

Early Medicaid Program History (1965–1996)

New Mexico launched its Medicaid program on January 1, 1966 soon after the federal Medicare and Medicaid Act was enacted. Over the next several decades, the program expanded

significantly, adding key benefits and eligibility categories. The Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) benefit established comprehensive pediatric services, and Home and Community-Based Services (HCBS) waivers enabled elderly and disabled individuals to receive services in their homes and communities rather than in institutional settings. Additional expansions extended coverage to low-income children, pregnant individuals, and other medically vulnerable populations. These early years laid the foundation for a modern, comprehensive Medicaid program serving a broad range of New Mexicans.

Transition to Managed Care (1997–2013)

In 1997, New Mexico implemented its first Medicaid managed care program, Salud!, enrolling roughly two-thirds of Medicaid members. This shift introduced coordinated care, network-based service delivery, and standardized quality requirements. Over subsequent years, the state added programs to expand eligibility and support maternal and child health, integrated behavioral health services, and incorporate the Affordable Care Act (ACA) Medicaid expansion, which added coverage for adults earning up to 133% of the federal poverty level.

Centennial Care Era (2014–2023)

New Mexico launched Centennial Care, its first unified Section 1115 Demonstration Waiver, on January 1, 2014. Centennial Care integrated physical health, behavioral health, and long-term services and supports under a single federal authority. It consolidated multiple federal waivers, expanded access to HCBS for individuals meeting Nursing Facility level of care, standardized care coordination across managed care organizations, and introduced initiatives such as the Medicaid member rewards program.

Centennial Care 2.0, implemented from 2019 through 2023, continued this modernization by strengthening behavioral health integration, expanding telehealth services, improving access to HCBS, broadening value-based purchasing arrangements, and introducing new supports including statewide Home Visiting, primary care residency expansion incentives, and extended postpartum coverage. Centennial Care 2.0 reaffirmed New Mexico's commitment to person-centered care, payment reform, and delivery system innovation.

Turquoise Care and Modernization (2025–Present)

On July 1, 2025, the Human Services Department transitioned into the Health Care Authority (HCA), and New Mexico launched its next-generation Turquoise Care managed care program. Turquoise Care builds on earlier program models and incorporates enhanced oversight, integrated service delivery, and expanded member supports. Under the 2025–2029 Section 1115 Demonstration Waiver, Turquoise Care operates through four statewide managed care

organizations (Blue Cross Blue Shield of New Mexico, Molina Healthcare, Presbyterian Health Plan, and UnitedHealthcare Community & State). The program includes specialized benefits such as Children in State Custody (CISC) services, justice re-entry coverage up to 90 days prior to release, Food is Medicine nutritional supports for pregnant members with diabetes, Medical Respite services, Traditional Healing services for Native American members, expanded supportive housing access, and Dual Special Needs Plans.

Recent program improvements include the addition of Community Health Workers/ Representatives, doulas, lactation providers, and family paid caregivers as Medicaid provider types; launch of the primary care value-based purchasing model; expansion of HCBS through the Supports Waiver; and implementation of continuous eligibility for children ages 0–6. Turquoise Care reflects statewide goals around whole-person care, health equity, integrated delivery systems, and modernization of Medicaid operations.

Recent Federal Changes

Under federal law enacted in 2025, Medicaid eligibility rules will shift beginning January 1, 2027. Certain adult populations will be subject to work and community engagement reporting requirements and more frequent renewal cycles. HCA is currently preparing for these federal changes through system updates, policy development, and operational readiness planning to ensure compliance and continuity of coverage.

Administration of the Medicaid Program

The Medicaid program is administered by HCA's Medical Assistance Division in collaboration with the Aging & Long Term Services Department (ALTSD), the Department of Health (DOH), the Children, Youth, and Families Department (CYFD), and other state partners whose programs intersect with Medicaid. These agencies support long-term services and supports, public health initiatives, behavioral health infrastructure, child welfare functions, and statewide coordination efforts.

Program integrity activities, including utilization monitoring, fraud and abuse detection, and payment accuracy reviews, are conducted by a specialized unit within the Medical Assistance Division and the Medicaid Fraud and Elder Abuse unit within the New Mexico Office of the Attorney General.

Assistance of Other State Contractors

HCA and MAD work closely with external contractors and vendors who support essential Medicaid functions. These include managed care organizations administering Turquoise Care;

the External Quality Review Organization (EQRO); the Recovery Audit Contractor (RAC); the Medicaid claims processing and fiscal agent vendor; and additional consultants and contractors that support analytics, reporting, program operations, and policy development. Contractors awarded through this RFP will be expected to coordinate with these entities as directed.

Fee-for-Service (FFS) Populations

While most Medicaid members are enrolled in Turquoise Care managed care, several populations continue to receive services through Fee-for-Service (FFS). These include Native American members who opt out of managed care; individuals residing in Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF-IID); individuals enrolled in Medicare Savings Programs; persons enrolled in the Medicaid Family Planning program; individuals receiving emergency-only services through EMSA; participants in the PACE program; and certain HCBS waiver populations. Many Native American FFS members receive care through Indian Health Service (IHS) facilities. FFS remains an essential part of the Medicaid delivery system, ensuring access for populations exempt from mandatory managed care.

C. SCOPE OF PROCUREMENT

The State of New Mexico Health Care Authority (HCA), Medical Assistance Division (MAD), is seeking one or more Contractor(s) to provide Actuarial and Rate Setting Services and Medicaid Financial Consulting Services as described in Section IV of this RFP.

HCA seeks qualified Offerors with the experience and expertise necessary to perform the requirements under the stated Scope of Work. This procurement may result in a single award, multiple awards, or no award.

Offerors must meet the following conditions to be eligible for contract award:

1. The Offeror may not be a New Mexico Medicaid provider nor a Managed Care Organization (MCO);
2. The Offeror must provide sufficient assurances to the State that award of a contract will not create a conflict of interest between the Contractor and HCA, any New Mexico Medicaid MCO, or any MCO subcontractor;
3. The Offeror agrees not to enter into any contractual or employment relationship with any MCO participating in the New Mexico Medicaid managed care program; and
4. The successful Offeror may not enter into consultant services agreements with potential New Mexico Medicaid managed care Offerors related to any New Mexico Medicaid managed care procurements.

5. The Offeror may not currently be a subcontractor to a company performing Medicaid services for HCA;
6. The Offeror may not be contracting with any tribal, state, or local government entity that is a Medicaid provider or contractor.

The term of the resulting contract(s) will be up to four years, beginning on or before January 1, 2027, and may include optional extensions as set forth in the final contract(s). HCA provides a high-level overview of the services sought below, with further detail in Section I.B (Background Information) and Section IV.A (Detailed Scope of Work).

Additional Details on Professional Independence and Coordination

- All actuarial certifications must reflect independent professional judgment.
- Actuarial work must remain compliant with Actuarial Standards of Practice (ASOPs) and 42 CFR §438, regardless of any policy recommendations.

If separate Contractors are awarded:

- Contractors shall coordinate as directed by HCA.
- HCA retains final decision-making authority.
- Neither Contractor shall exercise supervisory authority over the other.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

D. PROCUREMENT MANAGER

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

Name: Jordan Engler, Procurement Manager
Telephone: (505) 469-6910
Email: jordan.engler@hca.nm.gov

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

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via the HCA's electronic procurement portal, Bonfire. Refer to Section III.B.1 for instructions.

F. DEFINITION OF TERMINOLOGY

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

1. "**Agency**" means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.

2. "**Award**" means the final execution of the contract document.

3. "**Business Hours**" means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

4. "**Close of Business**" means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.

5. **"CMS"** Centers for Medicare & Medicaid Services

6. "**Confidential**" means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7 NMSA 1978,. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

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

8. "**Contractor**" means any business having a contract with a state agency or local public body.

9. "**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.

10. "**Desirable**" – the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

11. "**Electronic Submission**" means a successful submittal of Offeror's proposal in the eProNM system.

12. "**Electronic Version/Copy**" means a digital format consisting of text, images or both, readable on computers or other electronic devices, which includes all content that the Original document contains. The electronic version/copy CANNOT be emailed.

13. "**Evaluation Committee**" means a body appointed to perform the evaluation of Offerors' proposals.

14. "**Evaluation Committee Report**" means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

15. **"FFS"** means Fee-for-Service payment model where the state Medicaid agency pays providers directly for each service delivered based on a set fee schedule.

16. "**Final Award**" means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

17. "**Finalist**" means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.\

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

19. "**Hourly Rate**" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

20. "**IT**" means Information Technology.

21. "**ITU"** in the context of American Indian health refers to the network of **I**ndian Health Service (IHS) facilities, **T**ribal health programs, and **U**rban Indian organizations. These providers offer culturally relevant, comprehensive health services—including primary

care, dental, and behavioral health—to eligible American Indian and Alaska Native individuals.

22. "**MAD**" means the Medical Assistance Division of the New Mexico Human Services Department.

23. "**Mandatory**" – the terms "must," "shall" "will," "is required," or "are required," identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.

24. "**MCO**" means Managed Care Organization, the organizations that are contracted with the HCA to administer New Mexico's Medicaid managed care program.

25. "**MHPAEA**" Mental Health Parity and Addiction Equity Act

26. "**Minor Irregularities**" means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

27. "**Multiple Source Award**" means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.

28. **"NF"** means Nursing Facility.

29. "**Offeror**" is any person, corporation, or partnership who chooses to submit a proposal.

30. **"PCAPM"** means Primary Care Alternative Payment Model

31. **"PMPM"** means Per Member Per Month financial metric used in healthcare to measure the average cost, revenue, or spending for each individual enrolled in a health plan during a month.

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

33. "**Procurement Manager**" means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.

34. "**Procuring Agency**" means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.

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

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

37. "**Redacted**" means a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

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

39. "**Responsible Offeror**" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his 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.

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

41. "**Sealed**" means, in terms of electronic submission, an Offeror's proposal and all accompanying documents has been completely and successfully uploaded into HCA'S/HCA's electronic procurement portal bonfire system prior to the submission deadline stated in the RFP.

42. **"Single Source Award**" means an award of contract for items of tangible personal property, services or construction to only one Offeror.

43. **"SPA"** means State Plan Amendment.

44. "**SPD**" means State Purchasing Division of the New Mexico State General Services Department.

45. "**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

46. "**State (the State)**" means the State of New Mexico.

47. "**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.

48. "**State Purchasing Agent**" means the Director of the Purchasing Division of the General Services Department.

49. "**Statement of Concurrence**" means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. "We concur," "Understands and Complies," "Comply," "Will Comply if Applicable," etc.)

50. **"Title XIX"** means assistance under an approved Medicaid state plan, and for expenditures necessary for administration of the state plan.

51. "**Unredacted**" means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

52. "**Written**" means typed in standard 8 ½ x 11 inch document format, by common electronic means (such as Microsoft Word, Adobe PDF, etc.). A larger size document is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in this document through your own internet connection. The library contains information listed below:

RFP, Questions & Answers, RFP Amendments: Open RFPs – New Mexico Health Care Authority

Other relevant links:

https://www.hca.nm.gov/about_the_department/medical_assistance_division/
(Medicaid Advisory Committee, Medicaid Beneficiary Advisory Council, Studies and Analyses, Primary Care Council, Programs and Initiatives—as well as Accomplishments and Awards)

https://www.hca.nm.gov/turquoise-care/
(Overview of Turquoise Care, Turquoise Care Health Plans, Home and Community-Based services, Eligibility Program Rules, Income Eligibility Program Rules, FAQs, as well as resources for partners and community.

https://www.hca.nm.gov/medicaid-1115-waiver-renewal/
(Details on NM's Medicaid 1115 Waiver applications and renewals)

https://www.hca.nm.gov/public-information-and-communications/monthly-statistical-reports/
(Monthly reports)

https://www.hca.nm.gov/medicaid-explained/
(Various information on components of NM Medicaid program)

Many other documents and reports on New Mexico's Medicaid Program can be found throughout the HCA website. Offerors are advised to check the websites periodically to see if new and revised material has been added.

(Continued on following pages)

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	HCA	September 11, 2026
2. Acknowledgement of Receipt Form	Potential Offerors	September 17, 2026
3. Pre-Proposal Conference	Agency	September 17, 2026
4. Deadline to submit Written Questions	Potential Offerors	September 18, 2026
5. Response to Written Questions	Procurement Manager	September 23, 2026
6. Submission of Proposal	Potential Offerors	October 12, 2026
7.* Proposal Evaluation	Evaluation Committee	October 12-19, 2026
8.* Selection of Finalists	Evaluation Committee	October 19, 2026
9 * Oral Presentation(s)	Finalist Offerors	October 22, 2026
10.* Best and Final Offers	Finalist Offerors	October 23, 2026
11.* Finalize Contractual Agreements	Agency/Finalist Offerors	October 26-November 6, 2026
12.* Contract Awards	Agency/ Finalist Offerors	November 10, 2026
13.* Protest Deadline	HCA	November 25, 2026

*Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issue RFP

This RFP is being issued on behalf of the State of New Mexico Health Care Authority on September 11, 2026.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (Appendix A), to the HCA buyer via the Procurement Portal (Bonfire/Euna), to have their organization placed on the procurement Distribution List. The form must be returned to the procurement manager by 4:00 pm MST/ MDT on September 17, 2026.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 3:00 pm MST/MDT via Microsoft Teams.

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/25259309172821?p=iKuTflnzbm6J0ORh0d
Meeting ID: 252 593 091 728 21
Passcode: qg6My2o4

Dial in by phone
+1 505-312-4308,,6150936# United States, Albuquerque
(888) 506-1357,,6150936# United States (Toll-free)
Find a local number
Phone conference ID: 615 093 6#

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I.D and Appendix G). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. **Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 4:00 pm MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question (please see Appendix G).

5. **Response to Written Questions**

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and Appendix A).

The Questions and Answers will be posted to:

https://newmexicohsd.bonfirehub.com/opportunities/252603

https://www.hca.nm.gov/lookingforinformation/open-rfps/

6. **Submission of Proposal**

At this time, only **electronic proposal** submission is allowed. **Do not** submit hard copies until further notice.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 4:00 pm MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **NO LATE PROPOSAL CAN BE ACCEPTED.**

The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped in the system when the Offeror clicks "OK" after "Review and Submit." Such electronic submissions will be considered sealed in accordance with statute.

It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically via the Procurement Portal by the deadline set forth in this RFP. The Procurement Portal will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Offeror, ***allow adequate time for large uploads and to fully complete your submittal by the deadline.*** *A submission that is not both: (1) fully complete; and (2) received, via the Procurement Portal by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the Procurement Portal by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper*

destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, ***NO LATE PROPOSAL CAN BE ACCEPTED.***

Proposals must be submitted electronically through HCA's electronic procurement system. Refer to Section III.B.1 for instructions. Proposals submitted by facsimile, or other electronic means other than through the HCA's electronic e-procurement system, will not be accepted.

It is the Offeror's responsibility to obtain confirmation of receipt from the Proposal Manager if there are any questions or concerns regarding submission.

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

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time.

9. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If Oral Presentations are held, Finalist Offerors may be required to make their presentations through electronic means (Microsoft Teams, Zoom, etc.). The Agency will provide Finalist Offerors with an agenda and applicable details; including an invitation to the event. **Whether or not Oral Presentations will be held is at the sole discretion of the Evaluation Committee.**

10. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation.

11. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe 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. Contract Awards

Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and State approval.

13. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be directed to:

Robert Booth, Acting General Counsel
New Mexico Health Care Authority Office of General Counsel
1474 Rodeo Road
Santa Fe, New Mexico 87505
(PO Box 2348 - Santa Fe, NM 87504)

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in Appendix E.

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

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

If the Offeror intends to use subcontractors in the delivery of services, the proposal must include detailed information about each subcontractor, including their relevant qualifications, experience, and anticipated scope of work. Offerors should also describe how subcontractor activities will be managed and integrated to ensure successful performance of the contract.

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, except for proprietary or confidential material as follows:

a. ***Proprietary and Confidential information is restricted to***:
    1. confidential financial information concerning the Offeror's organization; and
    2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.

b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.2.a, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered, or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of the proposal should 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 proprietary or confidential information.

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

This RFP and any agreement with an Offeror which 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 Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and the Evaluation

Committee), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (Appendix C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §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, as defined in Section I.F.19. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise 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, §§13-1-28 through 13-1-199 NMSA 1978, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

22. Agency Rights

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

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency or HCA.

25. Confidentiality

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

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

26. Electronic mail address required

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

27. Use of Electronic Versions of this RFP

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

28. New Mexico Employees Health Coverage

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

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

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

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

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (Appendix B) as a part of their proposal. This requirement applies regardless whether a

covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

30. Letter of Transmittal

Offeror's proposal must be accompanied by a Letter of Transmittal Form (Appendix E), which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number(BTIN, formerly CRS);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (A response to B and/or C is only necessary if the responses differs from the individual identified in A);
3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
4. Identify any other entity/-ies (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3) that may be used in the performance of this awarded contract; and
5. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to submit a signed Letter of Transmittal Form (Appendix E) will result in Offeror's disqualification.

31. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
   1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
   a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
   b. violation of Federal or state antitrust statutes related to the submission of offers; or
   c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

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

32. New Mexico/Native American Resident Preferences

The New Mexico/Native American Resident Preferences shall not apply because the expenditures for this RFP includes federal funds.

(Continued on following pages)

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP ELECTRONIC SUBMISSION

1. **ONLY ELECTRONIC SUBMISSION VIA Procurement Portal, can be accessed at https://newmexicohsd.bonfirehub.com/opportunities/252603**

2. **All vendors must register with the Procurement Portal to log in and submit requested information.**

Proposals in response to this RFP must be submitted through the HCA's electronic procurement portal ONLY, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below, plus any redacted versions. Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each upload

1. **Technical Proposals –** One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals ***SHALL NOT*** *contain any cost information.*

    a. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files:**
        i. One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section I.F.38) versions for evaluation purposes; and
        ii. One (1) **redacted** (def. Section I.F.27) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;

2. **Cost Proposals –** One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**.

For technical support issues go to Support@GoBonfire.com or visit their help desk forum at https://bonfirehub.zendesk.com/hc

The ELECTRONIC proposal submission must be fully uploaded in Health Care Authority's e-Procurement Portal by the submission deadline in Section II.B.6.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

B. PROPOSAL CONTENT AND ORGANIZATION

All proposals must be submitted as follows:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal

DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Form
3. Table of Contents
4. Executive Summary
5. Response to Contract Terms and Conditions (from Section II.C.15)
6. Offeror's Additional Terms and Conditions (from Section II.C.16)
7. Response to Mandatory Specifications **(except Cost information which shall be included ONLY in Cost Proposal)**
   a. Organizational Experience
   b. Organizational References
   c. Mandatory Specifications
   d. Financial Stability (Financial information considered confidential, as defined in Section I.F. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.2.a, as applicable)
   ~~e. Performance Surety Bond (if applicable)~~
8. Other Supporting Material, including Subcontracting Plan (if applicable)
9. Completion of other required forms (see Appendices).

Cost Proposal:
Completed Cost Response Form and Narrative (Appendix D)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur <u>ONLY</u> in the Cost Proposal.**

2. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in Appendix E which must be completed and signed by an individual person authorized to obligate the company.

3. Campaign Contribution Disclosure Form

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

4. Table of Contents

The table of contents must contain a list of all sections of the proposal and the corresponding page numbers.

5. Executive Summary

The executive summary must be five (5) pages or less. It shall provide the Evaluation Committee with an overview of the technical and business features of the proposal. **<u>DO NOT INCLUDE COST INFORMATION IN THE EXECUTIVE SUMMARY.</u>**

6. Response to Department's Terms and Conditions

The offeror shall explicitly indicate acceptance of the General Requirements (Section II.C) and the Contract Terms and Conditions (Appendix C). As provided in Section II.C.15, should the offeror object to any of the Agency's terms and conditions, as contained in Appendix C, the offeror must propose specific alternate language. The offeror must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

7. Offeror's Additional Terms and Conditions

Offerors must submit with the proposal a complete set in writing of any additional terms and conditions they request to have included in a contract negotiated with the Department.

8. Response to Specifications

The Specifications and detailed Scope of Work may be found in Section IV of the RFP. This section contains information required in the submission of proposals. Offerors must respond in the form of a thorough narrative to each numbered requirement in the order in which they appear in this section. The offeror must identify, in full, the question being answered and its response to that question.

Responses to the Specifications shall not exceed 50 pages. Supplemental information may be included in appendices, provided that all appendix content is clearly cited within the primary response and that appendices remain concise and proportionate to the overall submission.

Team biographies and organizational references may be included in an appendix.

9. Suspension and Debarment Requirement Form

The offeror must complete the certification form in Appendix H to certify compliance with federal regulations relating to suspension and debarment and associated disclosures.

10. Lobbying

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form (Appendix I), “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(Continued on following pages)

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

MEDICAID ACTUARIAL & FINANCIAL SUPPORT

A 1. 1 PURPOSE

The New Mexico Health Care Authority (HCA) seeks a qualified actuarial services contractor to develop, set, and certify actuarially sound risk-based capitation rates for the Turquoise Care Medicaid Managed Care Program.

The Contractor shall serve as HCA's independent actuarial services provider for the Turquoise Care Medicaid Managed Care Program and shall be responsible for:

- Developing, setting, and certifying actuarially sound capitation rates for all Medicaid Managed Care Organization (MCO) cohorts;
- Providing actuarial and financial modeling related to managed care rate development;
- Supporting financial monitoring, reconciliations, and risk mitigation mechanisms;
- Ensuring actuarial methodologies and rate certifications comply with 42 CFR §§ 438.4–438.7 and other applicable federal Medicaid managed care regulations;
- Providing Section 1115 budget neutrality modeling and financial analysis related to managed care expenditures; and
- Ensure the methodology used to develop overall rate and rate components is clear and can be easily comprehended by the State, MCOs and other outside entities

All actuarial work shall comply with:

- 42 CFR Part 438
- 42 CFR § 438.6(c) (State Directed Payments)
- 42 CFR § 438.7 Rate Certification Submission
- CMS Managed Care Rate Setting Checklist
- Balanced Budget Act requirements
- Applicable Actuarial Standards of Practice (ASOPs)
- American Academy of Actuaries qualification standards

HCA may evaluate alternative pricing structures for rate cycle work during the term of the Contract, including firm fixed prices for defined activities and deliverables. The reporting required under this Contract is intended in part to support any such evaluation.

A 1.2 SUMMARY OF REQUIRED ACTIVITIES

Capitation Rate Development

The Contractor shall develop actuarially sound capitation rates for all Turquoise Care MCO cohorts. Activities shall include, but are not limited to:

- Building managed care cohorts and rate cells using age, gender, eligibility category, level of care, geographic factors, and enrollment characteristics.
- Analyzing service utilization patterns (including medication utilization) and developing medical and administrative cost profiles.
- Reviewing MCO financial statements to identify issues affecting cost trends or rate development.
- Applying adjustments for federal/state regulatory changes, program modifications, benefit changes, coverage expansions/reductions, and directed payment programs.
- Developing non-benefit components, including administrative load, taxes and assessments, underwriting gain limitations, and risk margins.
- Refining premium efficiency adjustments where applicable.00
- Calculating final actuarially sound capitation rate cells consistent with CMS rate-setting rules.
- Providing all formulas, datasets, documentation, and calculations used in rate development.

Rate Certification

The Contractor shall at a minimum:

- Certify capitation rates in compliance with 42 CFR Part 438 and all applicable federal managed care requirements.
- Provide actuarial certification signed by a Fellow of the Society of Actuaries who is a Member of the American Academy of Actuaries.
- Support CMS review processes and respond to CMS inquiries regarding methodology and certification.
- Present methodologies and results to HCA leadership, MCOs, and other stakeholders as requested.

Rate Updates & Mid-Year Adjustments

The Contractor shall, as needed, update capitation rates during the fiscal year based on emerging data, pricing trends, and regulatory or program changes. Activities include at minimum:

- Analyzing inflation and economic trends.
- Incorporating current utilization (including medication utilization) and cost data.
- Adjusting rates for changes in benefits, program rules, Preferred Drug list coverage, or federal requirements.

- Developing methodologies for new managed care programs introduced mid-year.
- Re-certifying updated rates, as required.
- Documenting all assumptions and methodologies in State-specified formats.
- Preparing presentation materials and participating in meetings as requested.

Risk Adjustment

The Contractor shall develop, validate, update, and apply risk adjustment methodologies to reflect differences in enrollee risk profiles and ensure equitable payment across MCOs. Activities include bit are not limited to:

- Applying, validating, and recalibrating risk adjustment models (e.g., Medicaid Rx model or other approved models).
- Comparing and analyzing risk scores across MCOs, including prescription drug-related risk where applicable.
- Producing clinical and financial explanations of risk score differences.
- Setting and certifying risk-adjusted capitation rates.
- Developing refinements to methodologies as directed by HCA.

Financial Analysis, Reconciliations & Risk Mitigation

The Contractor shall provide financial analytics and reconciliation support for managed care operations, including:

Risk Corridors & Underwriting Gain

- Evaluating risk corridors, including drug-specific corridors where applicable.
- Evaluating selected services subject to non-risk arrangements (medical respite, ITU services).
- Conducting annual underwriting gain limitation analyses.
- Providing analysis for High Cost Risk Pool.
- Medical Loss Ratio (MLR).

Third Party Liability (TPL)

- Identifying and analyzing underpayments and overpayments related to TPL recoveries.

Managed Care Contractual Reconciliations

- Performing retroactive eligibility reconciliations.
- Performing community benefit program reconciliations.
- Performing Medical Care Credit reconciliations
- Performing incentive or rewards program reconciliations.
- Conducting other contract-specific financial reconciliations as directed.

Taxes & Assessments

- Analyzing payment additions, taxes, and assessments impacting capitation rates.

Value-Based Purchasing & Payment Reform

- Providing financial modeling of value-based purchasing arrangements.
- Evaluating pricing methodologies and financial impacts.

Monetary Penalty Reviews

- Assisting with financial reviews related to MCO monetary penalties.

Annual Community Benefit Cost Limitation Calculation

- Determine the annual maximum allowable cost of care for the Community Benefit program based on the projected cost of placement in a private Medicaid custodial Nursing Facility (NF), consistent with relevant contractual language.
- Provide HCA with the calculated NF cost benchmark prior to the beginning of each calendar year for use in MCO reimbursement limitation reviews.
- Document methodology, data sources, assumptions, and align the calculation with HCA program policy and CMS-compliant actuarial standards.

Section 1115 Financial Modeling

The Contractor shall perform actuarial and financial modeling to support Section 1115 Demonstration activities affecting managed care expenditures. Activities include:

- Developing and monitoring Section 1115 budget neutrality models.
- Conducting without-waiver and with-waiver expenditure modeling.
- Providing PMPM projections by demonstration population.
- Monitoring cumulative budget neutrality consistent with Special Terms and Conditions.
- Performing fiscal analysis on waiver amendments and extensions.
- Producing datasets and financial reports used to evaluate outcomes and policy impacts.
- Coordination with policy contractor(s) to ensure cohesion between financial and programmatic aspects of 1115 Demonstration

(Note: Narrative drafting for waiver framework, amendments, and related policy content falls under a separate contract unless HCA directs otherwise.)

Medicaid Budget & Forecasting

The Contractor shall provide budget forecasting and fiscal analysis to support HCA financial planning and the State budget process. Activities may include:

- Developing and maintaining a multi-year Medicaid financial forecast model.
- Projecting enrollment and expenditure trends by eligibility category.
- Preparing fiscal impact analyses for proposed legislation and program changes.
- Supporting HCA in responding to inquiries from other State agencies, the Legislative Finance Committee, and other stakeholders, as needed.

Collaboration & Transparency

The Contractor shall:

- Participate in meetings and briefings as requested by HCA, including sessions with HCA staff and leadership, MCOs, CMS, and legislative and other State stakeholders.
- Provide all rate development materials in HCA-specified formats.
- Ensure methodologies and assumptions are clearly documented and understandable to HCA, MCOs, CMS, and other stakeholders.
- Deliver all underlying data sets, formulas, assumptions, documentation, and version-control logs with each major deliverable.

Transition Requirements

At the end of the contract term, the Contractor shall, at a minimum:

- Develop an end-of-contract transition plan with the HCA contract manager.
- Cooperate fully with HCA and any successor contractor.
- Transfer all models, data, methodologies, assumptions, and documentation.
- Provide full documentation sufficient to allow replication of rate-setting processes. Support continuity of ongoing actuarial projects to prevent service disruption.

A 1.3 SUMMARY OF REQUIRED DELIVERABLES

The Contractor shall provide, at a minimum, the deliverables described below. All deliverables shall be provided in HCA-specified formats. Additional deliverables and/or updates to frequency or timing may be required within the term of the Contract.

Each deliverable shall include documentation sufficient to permit HCA, or a third party designated by HCA, to independently review and replicate the deliverable. Deliverables incorporating a model or calculation shall be provided in native format with formulas intact, unlocked, and documented.

Table 1: Actuarial & Financial Services Deliverables

Deliverable Category	Deliverable Description	Frequency / Timing
Contract Administration	Rate cycle work plan identifying planned activities and estimated hours by activity and labor category	Within 15 calendar days of each rate cycle kickoff
	Activity-level of effort report comparing planned to actual hours by activity and labor category	Annually, within 60 days of the close of each contract year
Annual Capitation Rate Certification Package	Draft actuarial certification report including methodology, assumptions, trend development, cohort definitions, risk adjustment, non-benefit components, directed payments, and risk mitigation mechanisms	Per rating period, per rate cycle (or as specified by the State)
	Final signed actuarial certification report compliant with 42 CFR Part 438 and CMS checklist	Per rating period, prior to CMS submission
	Detailed rate cell exhibits showing full rate build-up by cohort	Per rating period
	CMS rate setting checklist support materials	Per rating period
Rate Updates & Mid-Year Adjustments	Updated rate development exhibits and adjustment documentation	As needed and required by programmatic or regulatory changes
	Revised actuarial certification for updated rates	As required

Risk Adjustment	Risk score calculation files and model documentation	Semi-annually or annually, as directed
	Plan-level comparative risk analysis report (including clinical and financial explanations of risk differentials), MLR	Per risk adjustment cycle (semi-annually or annually, as directed by HCA)
	Updated prospective rate impact analysis and certified rate adjustments	Per risk adjustment cycle (semi-annually or annually, as directed by HCA)
Financial Analysis, Reconciliations & Risk-Mitigation	Risk corridor evaluation reports (including drug-specific corridors where applicable)	Per rating period, at least annually or as directed
	Underwriting gain limitation analysis	Per rating period, Annually
	Third Party Liability (TPL) reconciliation analysis	As directed
	Managed Care contractual reconciliation reports (e.g., high cost risk pool, retro eligibility, Medical Care Credit, community benefit, incentive programs)	As directed
	Financial statement analysis memoranda, including taxes and assessments	At least annually
	Value-Based Purchasing financial oversight analysis	As directed
	Monetary penalty reviews, including assisting with financial reviews related to MCO penalties and sanctions	As directed
	NF cost benchmark report and supporting calculation files	Annually
Section 1115 Financial Modeling	Budget neutrality model (without-waiver and with-waiver projections)	At least annually and for amendments
	Cumulative budget neutrality tracking report	Annually or as required by STCs
	Demonstration population PMPM projections	Annually or as directed
	Fiscal impact analysis for waiver amendments	As requested
Medicaid Budget & Forecasting	Multi-year Medicaid financial forecast model	Annually and for legislative session
	Enrollment and trend projection analysis	Annually
	Legislative fiscal impact modeling	As requested
Meetings & Presentations	Presentation materials for CMS, State leadership, legislators, and MCOs	As requested
Data & Model Transparency	Delivery of all underlying data sets, formulas, assumptions, documentation, and version control logs	With each major deliverable
Transition	Complete transfer of models, data, methodologies, assumptions, and documentation	Last month of POP
	Transition plan and knowledge transfer sessions	Last 6 months of POP
Other Deliverables	Ad hoc actuarial deliverables related to actuarial services as needed from State.	As needed

B. TECHNICAL SPECIFICATIONS

1. Organizational Capability and Experience

Offerors must:

a) Provide a detailed description of the firm's relevant corporate experience delivering Medicaid actuarial and financial services, specifically those described in the SOW: Medicaid Actuarial & Financial Support, including:
- Development, setting, and certification of actuarially sound Medicaid managed care capitation rates;
- Actuarial and financial modeling for managed care programs;
- Section 1115 Demonstration financial and budget neutrality modeling;
- Managed care financial reconciliations, risk mitigation analyses, and risk adjustment; and

- Work involving federal compliance with 42 CFR §§ 438.4–438.7, ASOPs, CMS rate-setting checklists, and related regulatory requirements.

The experience of all proposed subcontractors must be included. The narrative must demonstrate depth of experience performing the same types of activities required. Experience performing these services for other states or federal Medicaid agencies will also be considered.

b) Offerors shall provide a topline staffing and management plan that describes the organizational structure, key roles, reporting relationships, and the level of effort allocated to each function to ensure timely and high-quality completion of all deliverables.

In addition, Offerors shall provide a resume/bio for all key actuarial and financial personnel, including at a minimum:

- Lead Actuary (responsible for capitation rate development and certification)
- Senior Actuarial Staff involved in modeling, risk adjustment, and reconciliation activities
- Financial analysts supporting deliverables
- Project Manager overseeing actuarial work

Resumes must include education, work experience, professional actuarial designations (e.g., **FSA**, **ASA**, **MAAA**), and specialized experience tied directly to actuarial tasks, including rate development, Section 1115 modeling, and managed care financial analytics.

c) Describe the number of **Medicaid actuarial or managed care rate-setting engagements** conducted in the last five years and the percentage of firm revenue attributable to Medicaid actuarial consulting work.

d) Describe at least two project successes and two challenges related to Medicaid actuarial or capitation rate-setting engagements, including how lessons learned improved the firm's methodologies, quality controls, accuracy, transparency, communication, or rate-setting processes.

2. Organizational References

Offeror must provide a list of a minimum of three (3) external references from similar projects/programs performed for private, state or large local government clients within the last five (5) years.

Offeror shall include the following Business Reference information as part of its proposals:

a) Client name;

b) Project description;
c) Project dates (starting and ending);
d) Staff assigned to reference engagement that will be designated for work per this RFP; and
e) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit Appendix F, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in Appendix F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

3. Mandatory Specifications

The mandatory specifications below directly correspond to the **Detailed Scope of Work: Actuarial and Financial Services in Section IV. A 1** Offerors responding must demonstrate their ability to successfully perform all actuarial duties described therein, including:

a) **Rate Development & Certification**
Ability to develop and certify actuarially sound capitation rates compliant with 42 CFR Part 438, CMS checklist, ASOPs, and Academy qualification standards (FSA/MAAA).

b) **Rate Setting Activities**
Ability to perform cohort construction, trend analysis, benefit/regulatory adjustments, and development of all non-benefit components.

c) **Rate Updates**
Ability to perform rate updates and mid-year adjustments and provide revised certifications.

d) **Risk Adjustment**
Ability to develop, validate, update, and apply Medicaid risk adjustment models and integrate risk scores into rates.

e) **Financial Analysis & Reconciliation**
Ability to perform risk corridor analysis, underwriting gain calculations, contractual reconciliations, TPL analyses, and tax/assessment evaluations.

f) **Section 1115 Modeling**
Ability to perform budget neutrality modeling, PMPM projections, cumulative tracking, and fiscal analysis of waiver amendments.

g) **Transparency & Documentation**
Ability to deliver all required datasets, formulas, models, assumptions, and version-controlled documentation to allow full replication.

h) **Stakeholder Support**
Ability to participate in meetings (HCA, MCOs, CMS) and support CMS review.

i) **Transition**
Ability to perform full end-of-contract transition, including transfer of all models, data, methodologies, and documentation.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must submit copies of the most recent year's independently audited financial statements, the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

2. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in Appendix E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to submit a signed form will result in Offeror's disqualification.**

3. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See Appendix B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

4. Suspension and Debarment Requirement Form

The Offeror must complete the Suspension and Debarment Requirement Form and submit a signed copy with the Offeror's proposal. See Appendix H). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

5. Oral Presentation

If oral presentations are held, finalist Offeror(s) may be required to explain, demonstrate, detail, and/or clarify any aspect of its submitted proposal, to which the Evaluation Committee may ask questions and/or seek clarifications. Pursuant to Section II.B.9, Oral Presentations may held at the sole discretion of the Evaluation Committee.

D. COST PROPOSAL

Offerors must complete the Cost Response Form in Appendix D as part of the Cost Proposal. Costs must be provided on a State Fiscal Year basis and must represent the total cost of delivering all services required under this RFP, including all activities related to Random Moment Surveys, Administrative Claiming, and Direct Medical Service Cost Reporting and Settlement. All charges listed on Appendix D must be clearly justified, and supporting rationale must be documented in the proposal.

The Cost Proposal must include a narrative describing any assumptions used in developing proposed costs. Offerors must also provide a one-page listing of all proposed positions and corresponding rates, including any technical or support resources (such as management personnel, subject matter experts, and internal specialists) that will contribute to the successful delivery of services under this contract.

Offerors may include value-added options or services that enhance efficiency, reduce cost, or improve the State's return on investment.

(Continued on following pages)

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Table 1: Evaluation Point Summary: Business Specifications

Evaluation Factors	Points Available
TECHNICAL SPECIFICATIONS	**650**
Organizational Capability and Experience	150
Organizational References	75
Mandatory Specifications • Rate Development & Certification • Rate Setting Activities • Rate Updates • Risk Adjustment • Financial Analysis & Reconciliation • Section 1115 Modeling • Transparency & Documentation • Stakeholder Support • Transition	425
COST PROPOSAL	**300**
ORAL PRESENTATIONS (if conducted)	**50**
TOTAL POINTS AVAILABLE	**1,000**
BUSINESS SPECIFICATIONS	**Pass/Fail**
Financial Stability	*Pass/Fail*
Letter of Transmittal	*Pass/Fail*
Campaign Contribution and Disclosure Form	*Pass/Fail*
Suspension and Debarment Requirement Form	*Pass/Fail*

B. EVALUATION FACTORS

1. Organizational Experience (See Table 1)

Points will be awarded based on how clearly and completely the Offeror demonstrates relevant organizational experience, qualified personnel, a feasible staffing plan, and meaningful lessons learned.

- Organizational Experience: The Committee will review the Offeror's experience performing Medicaid actuarial and financial services outlined in SOW.
- Staffing Plan: The Committee will evaluate whether the Offeror presents a clear, feasible staffing and management plan that supports timely and accurate completion of deliverables.
- Personnel Qualifications: The Committee will assess whether proposed key personnel possess appropriate education, experience, actuarial credentials, and specialized Medicaid expertise.
- Breadth of Medicaid Engagements: Points will be assigned based on the extent of the Offeror's recent Medicaid actuarial or managed care engagements and overall Medicaid-related work.
- Lessons Learned: Points assigned based on the Offeror's examples of successes and challenges and the degree to which lessons learned demonstrate continuous improvement.

2. Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.

3. Mandatory Specifications (See Table 1)

For each Mandatory Specification listed in Table 1, the Evaluation Committee will evaluate whether the Offeror:

- Clearly describes its methodology and approach for performing the required activities;
- Demonstrates understanding of Medicaid managed care programs, actuarial standards, federal requirements, and HCA program needs;
- Presents a feasible and reliable approach likely to produce accurate, timely, and compliant deliverables.

Points will be awarded based on:

- Thoroughness and clarity of the Offeror's response;

- Quality, rigor, and validity of the proposed methodologies;
- Efficiency and practicality of the proposed approach;
- Likelihood that the Offeror's approach will support successful and compliant program outcomes.

4. Cost Proposal (See Table 1)

The Offeror will be evaluated based on the total proposed cost for the 1-year base period, plus 3 optional years. Cost evaluation will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Award Points}$$

This formula ensures proportional scoring based on relative cost. The lowest cost does not guarantee selection; cost is one of several factors considered in determining the most advantageous proposal for the State.

The Evaluation Committee will also consider the clarity and transparency of the Offeror's pricing structure, including identification and justification of all subcontractor costs and how such costs contribute to the overall proposed fee, as well as any value add offerings.

5. Business Specifications (See Table 1)

- **Financial Stability (See Table 1)**

Pass/Fail only. No points assigned.

The annual financial information will be tested for the viability ratio defined as: Total Unrestricted Net Assets divided by Total Liabilities. The Offeror shall maintain a minimum viability ratio of not less than a 1.00:1.00, measured at the Offeror's fiscal year end. A ratio under 1.00:100 will receive a FAIL. A ratio equal to and greater than 1.00:1.00 will receive a PASS.

- **Letter of Transmittal (See Table 1)**

Pass/Fail only. No points assigned.

- **Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail only. No points assigned.

- **Suspension and Debarment Requirement Form (See Table 1)**

Pass/Fail only. No points assigned.

6. Oral Presentation (See Table 1)

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II. C.19.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. In accordance with §13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

REQUEST FOR PROPOSAL

Professional Services for
Medicaid Financial and Actuarial Support
RFP# 27-630-8000-0009

ACKNOWLEDGEMENT OF RECEIPT FORM

This optional Acknowledgement of Receipt Form establishes a distribution list to be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION:

_____

CONTACT NAME:

_____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:
To: Jordan Engler
E-mail: Jordan.Engler@hca.nm.gov
Subject Line: <Insert RFP Title and Number>

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq. NMSA 1978 and § 13-1-191.1 NMSA 1978 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"**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.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any: Current Governor of New Mexico and Lieutenant Governor.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s) _____

_____

Nature of Contribution(s) _____

_____

Purpose of Contribution(s) _____

_____

(Attach extra pages if necessary)

_____ _____

Signature Date

_____

Title (position)

--OR—

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

_____ _____

Signature Date

_____

Title (Position)

APPENDIX C

DRAFT CONTRACT

STATE OF NEW MEXICO
HEALTH CARE AUTHORITY
PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement" or "Contract") is made by and between the State of New Mexico, **Health Care Authority**, hereinafter referred to as the "**HCA**," and **Contractor,** hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the State Purchasing Division (SPD) Contract Review Bureau (CRB).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform all services detailed in Exhibit A, Scope of Work, attached to this Agreement and incorporated herein by reference.

2. Compensation.

A. The HCA 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 total amount payable to the Contractor under this Agreement, including gross receipts tax, if applicable, 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 HCA 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 SPD. All invoices MUST BE received by the HCA 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 HCA 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 HCA 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 HCA 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 HCA 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 HCA 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 HCA 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 State Purchasing Department (SPD)/Contracts Review Bureau (CRB). This Agreement shall terminate on (Date)**,** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

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

B. Notice; HCA Opportunity to Cure.

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

2. Contractor shall give HCA written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the HCA's material

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

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

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

D. Termination Management. Immediately upon receipt by either the HCA 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 HCA; 2) comply with all directives issued by the HCA in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the HCA shall direct for the protection, preservation, retention or transfer of all property titled to the HCA 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 HCA upon termination and shall be submitted to the HCA 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 HCA to the Contractor. The HCA's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the HCA 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 HCA 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 HCA.

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 HCA. 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 HCA.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the HCA, 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 HCA.

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 HCA 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 NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any

HCA employee while such employee was or is employed by the HCA and participating directly or indirectly in the HCA's contracting process;

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

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

4) this Agreement complies with NMSA 1978, § 10-16-9(A)because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the HCA relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the HCA 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 HCA and notwithstanding anything in the Agreement to the contrary, the HCA may immediately terminate the Agreement.

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

13. Amendment.

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

B. If the HCA 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, including any and all attachments, exhibits and/or appendices, 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, NMSA 1978 §§ 13-1-28 through 13-1-199, 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 NMSA 1978, § 38-3-1 (G). 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 HCA.

19. Records and Financial Audit.

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

B. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the HCA 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 HCA and the Risk Management Division of the New Mexico General Services Department by certified mail.

20. 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: https://www.bewellnm.com.

21. 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.

22. 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.

23. 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 HCA: [name, address, email]

To the Contractor: [name, address, email]

24. Debarment and Suspension.

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

B. The Contractor's certification in Paragraph A, above, is a material representation of fact upon which the HCA relied when this Agreement was entered into by the parties. The Contractor's certification in Paragraph A, above, shall be a continuing term or condition of this Agreement. As such at all times during the performance of this Agreement, the Contractor must be capable of making the certification required in Paragraph A, above, as if on the date of making

such new certification the Contractor was then executing this Agreement for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph A, above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:

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

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

25. Certification and Disclosure Regarding Payments To Influence Certain Federal Transactions (Anti-Lobbying).

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

B. The Contractor, by executing this PSC, certifies to the best of its knowledge and belief that:

1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement; and
2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer.

C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

26. Non–Discrimination.

A. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; and the Americans With Disabilities Act of 1990, Public Law 101-336; in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex, or marital status.

B. This provision shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

C. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation or be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert similar provisions in all subcontracts for services allowed under this Agreement under any program or activity.

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

27. Drug Free Workplace.

A. *Definitions*. As used in this paragraph—

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

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.
"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.
"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

B. The Contractor, if other than an individual, shall:

1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

2) Establish an ongoing drug-free awareness program to inform such employees about:

a) The dangers of drug abuse in the workplace;
b) The Contractor's policy of maintaining a drug-free workplace:
c) Any available drug counseling, rehabilitation, and employee assistance programs; and
d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3) Provide all employees engaged in performance of the PSC with a copy of the required by subparagraph B(1);

4) Notify such employees in writing in the statement required by subparagraph (B)(1) of this clause that, as a condition of continued employment on this PSC, the employee will:

a) Abide by the terms of the statement; and
b) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction;

5) Notify the HCA Program Manager in writing within ten (10) days after receiving notice under (B)(4)(ii) of this paragraph, from an employee or otherwise

receiving actual notice of such conviction. The notice shall include the position title of the employee;

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

a) Taking appropriate personnel action against such employee, up to and including termination; or

b) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

7) Make a good faith effort to maintain a drug-free workplace through implementation of B(1) through B(6) of this Section.

C. The Contractor, if an individual, agrees by entering into this PSC not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

D. In addition to other remedies available to the HCA, the Contractor's failure to comply with the requirements of subparagraph B or C of this paragraph will render the Contractor in default of this PSC and subject the Contractor to suspension of payments under the PSC and/or termination of the PSC in accordance with paragraph 4, above.

28. Findings and Sanctions.

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

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

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

29. Criminal/Civil Sanctions.

A. Each officer, employee, and/or subcontractor of the Contractor to whom tax returns or tax return information is or may be disclosed shall be notified in writing by the Contractor that returns or return information disclosed to such officer or employee can be used only for a purpose

and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Contractor shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by Internal Revenue Code (IRC) Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

B. Each officer, employee, and/or subcontractor to whom tax returns or tax return information is or may be disclosed shall be notified in writing by Contractor that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know may constitute a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Contractor shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

C. Additionally, it is incumbent upon Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C.552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to HCA records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000. Furthermore, the Contractor will inform its officers and employees of the penalties imposed by the HIPAA Privacy Rule (45 CFR Part 160 and Subparts A and E of Part 164), and HIPAA Security Rule (45 CFR Part 160 and Subparts A and C of Part 164), which provide that any officer or employee of a contractor, who willfully discloses Protected Health Information in any manner to any person not entitled to receive it, may be subject to civil and criminal penalties of up to $50,000 and up to one year imprisonment.

D. Contractor agrees that granting access to Confidential Information to any individual must be preceded by certifying that each individual understands the HCA's applicable security policy and procedures for safeguarding the Confidential Information. Contractors must maintain authorizations issued to such individuals to access Confidential Information through annual recertification. The initial certification and recertification must be documented and placed in a file

for the HCA's review. As part of the certification and at least annually afterwards, Contractor will be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches per Section 10 of IRS Publication 1075.)

30. Performance.

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

A. All work will be performed under the supervision of the Contractor, the Contractor's responsible employees, and the Contractor's subcontracted staff.

B. Contractor agrees if Protected Health Information (PHI) as defined in 45 C.F.R. § 160.103, limited to PHI received from, or created on behalf of, HCA by Contractor; or Personally Identifiable Information (PII) as defined by the National Institute of Standards of Technology, limited to PII received from, or created on behalf of, HCA by Contractor pursuant to the Services; are collectively referred to as Confidential Information in Article 10 of this Agreement, made available to Contractor, shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and will not be divulged or made known in any manner to any person or entity except as may be necessary in the performance of this contract. Inspection by, or disclosure to, any person or entity other than an officer, employee, or subcontractor of the Contractor is prohibited.

C. Contractor agrees that it will account for all Confidential Information upon receipt and store such Confidential Information in a secure manner before, during, and after processing. In addition, all related output will be given the same level of protection by the Contractor as required for the source material.

D. The Contractor certifies that the Confidential Information processed during the performance of this Agreement will be purged from all electronic data storage components in Contractor's facilities, including paper files, recordings, video, written records, printers, copiers, scanners and all magnetic and flash memory components of all systems and portable media, and no output will be retained by the Contractor at the time the work is completed or when this Contract is terminated. If immediate purging of all electronic data storage components is not possible, the Contractor certifies that any Confidential Information remaining in any storage component will be safeguarded to prevent unauthorized disclosures beyond the term of this Agreement as long as Contractor is in possession of such Confidential Information.

E. Any spoilage or any intermediate hard copy printout that may result during the processing of Confidential Information will be given to the HCA or his or her designee. When this is not possible, the Contractor will be responsible for the destruction (in a manner approved by the HCA) of the spoilage or any intermediate hard copy printouts, and will provide the HCA or his or

her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

F. All of Contractor's computer systems, office equipment, written records, and portable media receiving, processing, storing, or transmitting Confidential Information must meet the requirements defined in relevant federal regulations such as HIPAA Privacy Rule (45 CFR Part 160 and Subparts A and E of Part 164), HIPAA Security Rule (45 CFR Part 160 and Subparts A and C of Part 164), and/or any other Federal requirements that may apply to this contract. To meet functional and assurance requirements, the security features of the Contractor's environment must provide for security across relevant managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Confidential Information.

G. No work involving Confidential Information furnished under this Agreement will be subcontracted without prior written approval of the HCA.

H. The Contractor will maintain a list of its personnel, subcontractors, and/or business related entities with authorized access (electronic or physical) to HCA Confidential Information. Such list will be provided to the HCA and, upon request, to the federal agencies as required.

I. The Contractor will provide copies of signed acknowledgments for its staff and its subcontractors and/or Business Associates, to provide certification that relevant information security awareness and training was completed. These certifications will be provided to the HCA upon contract start and, at a minimum, annually thereafter during the term of this Agreement.

J. The HCA will have the right to terminate the contract if the Contractor or its subcontractors or Business Associates fail to provide the safeguards described above, consistent with the termination clause herein.

K. Upon request, the Contractor will provide the HCA copies of current policies and/or summaries of its current plans that document Contractor's privacy and security controls as they relate to HCA Confidential Information. This includes, at a minimum, any System Security Plans which describe the administrative, physical, technical, and system controls to be implemented for the security of the Department's Confidential Information. The plan shall include the requirement for a Contractor notification to the Department Security Officer or Privacy Officer of breaches or potential breaches of information within three (3) days of their discovery.

L. All incidents affecting the compliance, operation, or security of the HCA's Confidential Information must be reported to the HCA. The Contractor shall notify the HCA of any instances of security or privacy breach issues or non-compliance promptly upon their discovery, but no later than a period of three (3) days (as stated above). Notification shall include a description of the privacy and security non-compliance issue and corrective action planned and/or taken.

M. The Contractor must provide the HCA with a summary of a corrective action plan (if any) to provide any necessary safeguards to protect PII from security breaches or non-

compliance discoveries. The corrective action plan must contain a long term solution to possible future privacy and security threats to PII. In addition to the corrective action, the Contractor must provide updates as to the progress of all corrective measures taken until the issue is resolved. The Contractor shall be responsible for all costs of implementing the corrective action plan.

N. The HCA will have the right to seek remedies consistent with the liability terms of this contract Agreement and/or terminate the Agreement if the Contractor or its Subcontractors or Business Associates fail to provide the safeguards or to meet the security and privacy requirements to safeguard Confidential Information as described above, consistent with the liability and/or termination clauses herein.

O. All client files and patient records created or used to provide services under this Agreement, as between the parties, are at all times property of HCA. Upon termination of this Agreement 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 consideration and 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.

P. HCA Personally Identifiable Information (PII) cannot be accessed by HCA employees, agents, representatives, or contractors located offshore, outside of the United States territories, embassies, or military installations. Further, HCA PII may not be received, processed, stored, transmitted, or disposed of by information technology (IT) systems located offshore.

31. <u>Criminal/Civil Sanctions.</u>

A. It is incumbent upon Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C.552a. Specifically, 5 U.S.C.552a(i)(1), which is made applicable to contractors by 5 U.S.C.552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to HCA records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully disclose the material in any manner to any person not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

B. Contractor agrees that granting access to PHI and PII must be preceded by certifying that each individual understands the HCA's applicable security policy and procedures for safeguarding PHI and PII. Contractors must maintain their authorization to access PHI and PII through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review.

32. Inspection.

The HCA shall have the right, with 24 hour notice, to send its inspectors into the offices and plants of the Contractor to inspect the facilities and operations provided for the performance of any work related to PHI and PII under this Agreement. On the basis of such inspection specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

33. Contractor's Responsibility For Compliance With Laws and Regulations.

A. The Contractor is responsible for compliance with applicable laws, regulations, and administrative rules that govern the Contractor's performance of the Scope of Work of this Agreement and Exhibit A, including but not limited to, applicable State and Federal tax laws, State and Federal employment laws, State and Federal regulatory requirements and licensing provisions.

B. The Contractor is responsible for causing each of its employees, agents or subcontractors who provide services under this Agreement to be properly licensed, certified, and/or have proper permits to perform any activity related to the Scope of Work of this Agreement and Exhibit A.

C. If the Contractor's performance of its obligations under the terms of this agreement qualifies it as a Business Associate of the HCA as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, the Contractor agrees to execute the HCA Business Associate Agreement (BAA), attached hereto as Exhibit B, and incorporated herein by this reference, and comply with the terms of the BAA and subsequent updates. *[Use this paragraph C only if a BAA is included as Exhibit B. Either way, delete this italicized comment.]*

34. Contractor's Responsibility For Compliance With Laws and Regulations Relating To Information Technology.

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

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

35. 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.

The remainder of this page intentionally left blank.

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

By: _____ Date: _____
HCA Cabinet Secretary

By: _____ Date: _____
HCA Chief Financial Officer

Approved for legal sufficiency:

By: _____ Date: _____
HCA 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:

BTIN: _____

By: _____ Date: _____
Tax and Revenue Department Representative

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

By: _____ Date: _____
SPD Contracts Review Bureau

Exhibit A

SCOPE OF WORK

A. DETAILED SCOPE OF WORK

MEDICAID ACTUARIAL & FINANCIAL SUPPORT

A 1. 1 PURPOSE

The New Mexico Health Care Authority (HCA) seeks a qualified actuarial services contractor to develop, set, and certify actuarially sound risk-based capitation rates for the Turquoise Care Medicaid Managed Care Program.

The Contractor shall serve as HCA's independent actuarial services provider for the Turquoise Care Medicaid Managed Care Program and shall be responsible for:

- Developing, setting, and certifying actuarially sound capitation rates for all Medicaid Managed Care Organization (MCO) cohorts;
- Providing actuarial and financial modeling related to managed care rate development;
- Supporting financial monitoring, reconciliations, and risk mitigation mechanisms;
- Ensuring actuarial methodologies and rate certifications comply with 42 CFR §§ 438.4–438.7 and other applicable federal Medicaid managed care regulations;
- Providing Section 1115 budget neutrality modeling and financial analysis related to managed care expenditures; and
- Ensure the methodology used to develop overall rate and rate components is clear and can be easily comprehended by the State, MCOs and other outside entities

All actuarial work shall comply with:

- 42 CFR Part 438
- 42 CFR § 438.6(c) (State Directed Payments)
- 42 CFR § 438.7 Rate Certification Submission
- CMS Managed Care Rate Setting Checklist
- Balanced Budget Act requirements
- Applicable Actuarial Standards of Practice (ASOPs)
- American Academy of Actuaries qualification standards

HCA may evaluate alternative pricing structures for rate cycle work during the term of the Contract, including firm fixed prices for defined activities and deliverables. The reporting required under this Contract is intended in part to support any such evaluation.

A 1.2 SUMMARY OF REQUIRED ACTIVITIES

Capitation Rate Development

The Contractor shall develop actuarially sound capitation rates for all Turquoise Care MCO cohorts. Activities shall include, but are not limited to:

- Building managed care cohorts and rate cells using age, gender, eligibility category, level of care, geographic factors, and enrollment characteristics.
- Analyzing service utilization patterns (including medication utilization) and developing medical and administrative cost profiles.
- Reviewing MCO financial statements to identify issues affecting cost trends or rate development.
- Applying adjustments for federal/state regulatory changes, program modifications, benefit changes, coverage expansions/reductions, and directed payment programs.
- Developing non-benefit components, including administrative load, taxes and assessments, underwriting gain limitations, and risk margins.
- Refining premium efficiency adjustments where applicable.00
- Calculating final actuarially sound capitation rate cells consistent with CMS rate-setting rules.
- Providing all formulas, datasets, documentation, and calculations used in rate development.

Rate Certification

The Contractor shall at a minimum:

- Certify capitation rates in compliance with 42 CFR Part 438 and all applicable federal managed care requirements.
- Provide actuarial certification signed by a Fellow of the Society of Actuaries who is a Member of the American Academy of Actuaries.
- Support CMS review processes and respond to CMS inquiries regarding methodology and certification.
- Present methodologies and results to HCA leadership, MCOs, and other stakeholders as requested.

Rate Updates & Mid-Year Adjustments

The Contractor shall, as needed, update capitation rates during the fiscal year based on emerging data, pricing trends, and regulatory or program changes. Activities include at minimum:

- Analyzing inflation and economic trends.
- Incorporating current utilization (including medication utilization) and cost data.
- Adjusting rates for changes in benefits, program rules, Preferred Drug list coverage, or federal requirements.

- Developing methodologies for new managed care programs introduced mid-year.
- Re-certifying updated rates, as required.
- Documenting all assumptions and methodologies in State-specified formats.
- Preparing presentation materials and participating in meetings as requested.

Risk Adjustment

The Contractor shall develop, validate, update, and apply risk adjustment methodologies to reflect differences in enrollee risk profiles and ensure equitable payment across MCOs. Activities include bit are not limited to:

- Applying, validating, and recalibrating risk adjustment models (e.g., Medicaid Rx model or other approved models).
- Comparing and analyzing risk scores across MCOs, including prescription drug-related risk where applicable.
- Producing clinical and financial explanations of risk score differences.
- Setting and certifying risk-adjusted capitation rates.
- Developing refinements to methodologies as directed by HCA.

Financial Analysis, Reconciliations & Risk Mitigation

The Contractor shall provide financial analytics and reconciliation support for managed care operations, including:

Risk Corridors & Underwriting Gain

- Evaluating risk corridors, including drug-specific corridors where applicable.
- Evaluating selected services subject to non-risk arrangements (medical respite, ITU services).
- Conducting annual underwriting gain limitation analyses.
- Providing analysis for High Cost Risk Pool.
- Medical Loss Ratio (MLR).

Third Party Liability (TPL)

- Identifying and analyzing underpayments and overpayments related to TPL recoveries.

Managed Care Contractual Reconciliations

- Performing retroactive eligibility reconciliations.
- Performing community benefit program reconciliations.
- Performing Medical Care Credit reconciliations
- Performing incentive or rewards program reconciliations.
- Conducting other contract-specific financial reconciliations as directed.

Taxes & Assessments

- Analyzing payment additions, taxes, and assessments impacting capitation rates.

Value-Based Purchasing & Payment Reform

- Providing financial modeling of value-based purchasing arrangements.
- Evaluating pricing methodologies and financial impacts.

Monetary Penalty Reviews

- Assisting with financial reviews related to MCO monetary penalties.

Annual Community Benefit Cost Limitation Calculation

- Determine the annual maximum allowable cost of care for the Community Benefit program based on the projected cost of placement in a private Medicaid custodial Nursing Facility (NF), consistent with relevant contractual language.
- Provide HCA with the calculated NF cost benchmark prior to the beginning of each calendar year for use in MCO reimbursement limitation reviews.
- Document methodology, data sources, assumptions, and align the calculation with HCA program policy and CMS-compliant actuarial standards.

Section 1115 Financial Modeling

The Contractor shall perform actuarial and financial modeling to support Section 1115 Demonstration activities affecting managed care expenditures. Activities include:

- Developing and monitoring Section 1115 budget neutrality models.
- Conducting without-waiver and with-waiver expenditure modeling.
- Providing PMPM projections by demonstration population.
- Monitoring cumulative budget neutrality consistent with Special Terms and Conditions.
- Performing fiscal analysis on waiver amendments and extensions.
- Producing datasets and financial reports used to evaluate outcomes and policy impacts.
- Coordination with policy contractor(s) to ensure cohesion between financial and programmatic aspects of 1115 Demonstration

(Note: Narrative drafting for waiver framework, amendments, and related policy content falls under a separate contract unless HCA directs otherwise.)

Medicaid Budget & Forecasting

The Contractor shall provide budget forecasting and fiscal analysis to support HCA financial planning and the State budget process. Activities may include:

- Developing and maintaining a multi-year Medicaid financial forecast model.
- Projecting enrollment and expenditure trends by eligibility category.
- Preparing fiscal impact analyses for proposed legislation and program changes.
- Supporting HCA in responding to inquiries from other State agencies, the Legislative Finance Committee, and other stakeholders, as needed.

Collaboration & Transparency

The Contractor shall:

- Participate in meetings and briefings as requested by HCA, including sessions with HCA staff and leadership, MCOs, CMS, and legislative and other State stakeholders.
- Provide all rate development materials in HCA-specified formats.
- Ensure methodologies and assumptions are clearly documented and understandable to HCA, MCOs, CMS, and other stakeholders.
- Deliver all underlying data sets, formulas, assumptions, documentation, and version-control logs with each major deliverable.

Transition Requirements

At the end of the contract term, the Contractor shall, at a minimum:

- Develop an end-of-contract transition plan with the HCA contract manager.
- Cooperate fully with HCA and any successor contractor.
- Transfer all models, data, methodologies, assumptions, and documentation.
- Provide full documentation sufficient to allow replication of rate-setting processes. Support continuity of ongoing actuarial projects to prevent service disruption.

A 1.3 SUMMARY OF REQUIRED DELIVERABLES

The Contractor shall provide, at a minimum, the deliverables described below. All deliverables shall be provided in HCA-specified formats. Additional deliverables and/or updates to frequency or timing may be required within the term of the Contract.

Each deliverable shall include documentation sufficient to permit HCA, or a third party designated by HCA, to independently review and replicate the deliverable. Deliverables incorporating a model or calculation shall be provided in native format with formulas intact, unlocked, and documented.

Table 1: Actuarial & Financial Services Deliverables

Deliverable Category	Deliverable Description	Frequency / Timing
Contract Administration	Rate cycle work plan identifying planned activities and estimated hours by activity and labor category	Within 15 calendar days of each rate cycle kickoff
	Activity-level of effort report comparing planned to actual hours by activity and labor category	Annually, within 60 days of the close of each contract year
Annual Capitation Rate Certification Package	Draft actuarial certification report including methodology, assumptions, trend development, cohort definitions, risk adjustment, non-benefit components, directed payments, and risk mitigation mechanisms	Per rating period, per rate cycle (or as specified by the State)
	Final signed actuarial certification report compliant with 42 CFR Part 438 and CMS checklist	Per rating period, prior to CMS submission
	Detailed rate cell exhibits showing full rate build-up by cohort	Per rating period
	CMS rate setting checklist support materials	Per rating period
Rate Updates & Mid-Year Adjustments	Updated rate development exhibits and adjustment documentation	As needed and required by programmatic or regulatory changes
	Revised actuarial certification for updated rates	As required

Risk Adjustment	Risk score calculation files and model documentation	Semi-annually or annually, as directed
	Plan-level comparative risk analysis report (including clinical and financial explanations of risk differentials), MLR	Per risk adjustment cycle (semi-annually or annually, as directed by HCA)
	Updated prospective rate impact analysis and certified rate adjustments	Per risk adjustment cycle (semi-annually or annually, as directed by HCA)
Financial Analysis, Reconciliations & Risk-Mitigation	Risk corridor evaluation reports (including drug-specific corridors where applicable)	Per rating period, at least annually or as directed
	Underwriting gain limitation analysis	Per rating period, Annually
	Third Party Liability (TPL) reconciliation analysis	As directed
	Managed Care contractual reconciliation reports (e.g., high cost risk pool, retro eligibility, Medical Care Credit, community benefit, incentive programs)	As directed
	Financial statement analysis memoranda, including taxes and assessments	At least annually
	Value-Based Purchasing financial oversight analysis	As directed
	Monetary penalty reviews, including assisting with financial reviews related to MCO penalties and sanctions	As directed
	NF cost benchmark report and supporting calculation files	Annually
Section 1115 Financial Modeling	Budget neutrality model (without-waiver and with-waiver projections)	At least annually and for amendments
	Cumulative budget neutrality tracking report	Annually or as required by STCs
	Demonstration population PMPM projections	Annually or as directed
	Fiscal impact analysis for waiver amendments	As requested
Medicaid Budget & Forecasting	Multi-year Medicaid financial forecast model	Annually and for legislative session
	Enrollment and trend projection analysis	Annually
	Legislative fiscal impact modeling	As requested
Meetings & Presentations	Presentation materials for CMS, State leadership, legislators, and MCOs	As requested
Data & Model Transparency	Delivery of all underlying data sets, formulas, assumptions, documentation, and version control logs	With each major deliverable
Transition	Complete transfer of models, data, methodologies, assumptions, and documentation	Last month of POP
	Transition plan and knowledge transfer sessions	Last 6 months of POP
Other Deliverables	Ad hoc actuarial deliverables related to actuarial services as needed from State.	As needed

Exhibit B

[use only in a PSC with a Business Associate]

HIPAA Business Associate Agreement

This Business Associate Agreement ("BAA") is entered into between the New Mexico Human Services Department ("Department") and _____, 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 ___ has agreed to provide services to, or on behalf of the HCA which may involve the disclosure by the Department to the Business Associate (referred to in PSC ____ 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 ____, 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 ____; 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. 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 ____, 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 ____, 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 ____, 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 ____. 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 ____, 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 [ ], 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 ____, 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

a. 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.

b. 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

a. 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.

b. 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

a. 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 ____, 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 ____ 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 ____ and BAA without liability or penalty in accordance with Article 4, Termination, of PSC ____, if Business Associate does not cure the breach within the time specified by the Department; or,

   ii. immediately terminate this PSC ____ 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 ____, 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 ____ 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.

e. 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.

f. 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.

g. 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.

h. 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.

i. 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.

Exhibit C

DEFINITION OF TERMINOLOGY

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

1. "**Agency**" means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.

2. "**Award**" means the final execution of the contract document.

3. "**Business Hours**" means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

4. "**Close of Business**" means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.

5. **"CMS"** Centers for Medicare & Medicaid Services

6. "**Confidential**" means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7 NMSA 1978,. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

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

8. "**Contractor**" means any business having a contract with a state agency or local public body.

9. "**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.

10. "**Desirable**" – the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

11. "**Electronic Submission**" means a successful submittal of Offeror's proposal in the eProNM system.

12. "**Electronic Version/Copy**" means a digital format consisting of text, images or both, readable on computers or other electronic devices, which includes all content that the Original document contains. The electronic version/copy CANNOT be emailed.

13. "**Evaluation Committee**" means a body appointed to perform the evaluation of Offerors' proposals.

14. "**Evaluation Committee Report**" means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

15. **"FFS"** means Fee-for-Service payment model where the state Medicaid agency pays providers directly for each service delivered based on a set fee schedule.

16. "**Final Award**" means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

17. "**Finalist**" means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.\

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

19. "**Hourly Rate**" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

20. "**IT**" means Information Technology.

21. "**ITU"** in the context of American Indian health refers to the network of **I**ndian Health Service (IHS) facilities, **T**ribal health programs, and **U**rban Indian organizations. These providers offer culturally relevant, comprehensive health services—including primary care, dental, and behavioral health—to eligible American Indian and Alaska Native individuals.

22. "**MAD**" means the Medical Assistance Division of the New Mexico Human Services Department.

23. "**Mandatory**" – the terms "must," "shall" "will," "is required," or "are required," identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.

24. "**MCO**" means Managed Care Organization, the organizations that are contracted with the HCA to administer New Mexico's Medicaid managed care program.

25. "**MHPAEA**" Mental Health Parity and Addiction Equity Act

26. "**Minor Irregularities**" means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

27. "**Multiple Source Award**" means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.

28. **"NF"** means Nursing Facility.

29. "**Offeror**" is any person, corporation, or partnership who chooses to submit a proposal.

30. **"PCAPM"** means Primary Care Alternative Payment Model

31. **"PMPM"** means Per Member Per Month financial metric used in healthcare to measure the average cost, revenue, or spending for each individual enrolled in a health plan during a month.

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

33. "**Procurement Manager**" means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.

34. "**Procuring Agency**" means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.

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

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

37. "**Redacted**" means a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978

and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

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

39. "**Responsible Offeror**" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his 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.

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

41. "**Sealed**" means, in terms of electronic submission, an Offeror's proposal and all accompanying documents has been completely and successfully uploaded into HCA'S/HCA's electronic procurement portal bonfire system prior to the submission deadline stated in the RFP.

42. **"Single Source Award**" means an award of contract for items of tangible personal property, services or construction to only one Offeror.

43. **"SPA"** means State Plan Amendment.

44. "**SPD**" means State Purchasing Division of the New Mexico State General Services Department.

45. "**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

46. "**State (the State)**" means the State of New Mexico.

47. "**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.

48. "**State Purchasing Agent**" means the Director of the Purchasing Division of the General Services Department.

49. "**Statement of Concurrence**" means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors

proposal, pursuant to Section III.C.1. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)

50. **“Title XIX”** means assistance under an approved Medicaid state plan, and for expenditures necessary for administration of the state plan.

51. “**Unredacted**” means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

52. “**Written**” means typed in standard 8 ½ x 11 inch document format, by common electronic means (such as Microsoft Word, Adobe PDF, etc.). A larger size document is permissible for charts, spreadsheets, etc.

APPENDIX D

COST RESPONSE FORM

Professional Services for
Medicaid Financial and Actuarial Support
RFP# 27-630-8000-0009

The offeror should indicate a total cost per state fiscal year for implementation of their service. The cost should be inclusive of completing all of the specifications related Random Moment Surveys, Administrative Claiming & Direct Medical Service Cost Reporting & Settlement. The offeror will be evaluated based on the total cost of implementation of the program.

Offeror should include relevant budget tables and accompanying budget narrative.

FIRM NAME:	
SIGNATURE:	DATE:

APPENDIX E

LETTER OF TRANSMITTAL FORM

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror's proposal.

RFP# 27-630-8000-0009

1. **Identify the following information for the submitting organization**:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

2. **Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

	A **Contractually Obligate**	**B** **Negotiate***	**C** **Clarify/Respond to Queries***
Name			
Title			
E-mail			
Telephone			

***** If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

-

3. **Will any subcontractor/s be used in the performance of any resultant contract?** (Select one):

____ No.

____ Yes. Identify subcontractor/s: _____

4. **Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract**? (Select one)

____ No.

____ Yes. Identify entity/-ies: _____

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

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

Sign: _____ Date:

(*Must be signed by the individual identified in item #2.A, above*.)

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Jordan Engler (Jordan.Engler@hca.nm.gov) by October 12, 2026 (4:00 pm MST/MDT) for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

=

RFP # 27-630-8000-0009

ORGANIZATIONAL REFERENCE QUESTIONNAIRE FOR:

_____
(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. Submit this Questionnaire to the State of New Mexico, New Mexico Health Care Authority via e-mail at:

Name: Jordan Engler, Procurement Manager, Medical Assistance Division
Email: Jordan.Engler@hca.nm.gov

Forms must be submitted no later than October 12, 2026 (4:00 pm MST/MDT**)** and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings. The comments you provide will help the State evaluate the above-referenced Offeror's service history, successful execution of services and evidence of customer/client satisfaction.

For questions or concerns regarding this form, please contact the State of New Mexico **Procurement Manager** at Jordan.Engler@hca.nm.gov or 505-469-6910. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?
   COMMENTS:

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

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

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

   COMMENTS:

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

   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

   COMMENTS:

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

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

COMMENTS:

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

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

Name: _____Rating:

Name: _____Rating:

Name: _____Rating:

Name: _____Rating:

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

APPENDIX G

SUBMITTED QUESTIONS FORM

Professional Services for
Medicaid Consulting, Financial and Actuarial Services, and Policy and Program Support
RFP# 27-630-8000-0009

This form should be used by Offerors when submitting written questions to the RFP Manager as instructed.

If a question is not related to any section of the RFP, enter "N/A" under the RFP Section & Page Number.

Add additional rows as necessary.

RFP Section & Page Number	Question

APPENDIX H

Suspension and Debarment Requirement Form

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror's proposal.

RFP# 27-630-8000-0009

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

a) XXXX
   1) The undersigned certifies, to the best of its knowledge and belief, that -
      (i) The undersigned and/or any of its Principals -

      (A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

      (B) Have ( ) have not ( ), within a 3-year period preceding this certification, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

      (C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(2) of this clause.

   (ii) The undersigned has ( ) has not ( ), within a 3-year period preceding this certification, had one or more contracts terminated for default by any Federal agency.

   2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

      This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the undersigned subject to prosecution under section 1001, title 18, United States Code.

b) The undersigned shall provide immediate written notice to the Contracting Officer if, at any time prior to the contract award, the undersigned learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

c) A certification that any of the actions mentioned in paragraph (a) of this provision exists will not necessarily result in the withholding of an award under a contract under the FEGLI Program. However, the certification, or the undersigned's failure to provide such additional information as

requested by the Contracting Officer will be considered in connection with a determination of the undersigned's responsibility under LIFAR subpart 2109.70, Minimum Standards for FEGLI Program Contractors.

d) Nothing contained in this certification shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of the undersigned is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

e) The certification in (a) is a material representation of fact upon which reliance is placed during negotiation of a FEGLI Program contract. If it is later determined that the undersigned knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this certification for default.

(Name of Company)

By:

(Signature)
(Name and Title of Signatory)

Date signed:

APPENDIX I

CERTIFICATION REGARDING LOBBYING

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror's proposal.

RFP# 27-630-8000-0009

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," on the following pages and in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

_____

CERTIFIED BY:

_____

TITLE:

(signature) _____ (date) _____

SF-LLL Disclosure of Lobbying Activities

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____
4. Name and Address of Reporting Entity: ____Prime _____Subawardee Tier_____, if Known: **Congressional District, if known:**	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, if known:**	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:**_____ **Title:**_____ **Telephone No.:** _____**Date:** _____	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31

U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from

10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget,

Paperwork Reduction Project (0348-0046), Washington, DC 20503