

STATE OF NEW MEXICO HUMAN SERVICES DEPARTMENT**INFORMATION TECHNOLOGY AGREEMENT**

Agreement No. 23-630-8000-00011

THIS INFORMATION TECHNOLOGY AGREEMENT (this “Agreement”) is made by and between the State of New Mexico (the “State”), **Human Services Department**, hereinafter referred to as “Procuring Agency” and **CSRA State and Local Solutions LLC, A General Dynamics Information Technology Inc. (GDIT)** (vendor #6427456), hereinafter referred to as “Contractor” and collectively the parties are hereinafter referred to as the “Parties.” This Agreement must be approved by the Department of Information Technology (“DoIT”).

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et seq.*; and Procurement Code, NMAC 1.4.1 *et seq.*; Contractor has held itself out as an expert in implementing the Scope of Work attached hereto and Procuring Agency has selected Contractor as the offeror most advantageous to the State; and

WHEREAS, all terms and conditions of the **RFP # 20-630-8000-0002** and Contractor’s response to such document(s) are incorporated herein by reference; and

THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

- A. “Acceptance,” “Accept” or “Accepted” means the approval, following Quality Assurance, of all the Deliverables by Procuring Agency’s Executive Level Representative (“ELR”).
- B. “Agency CIO” means Procuring Agency’s Chief Information Officer.
- C. “Application Deployment Package” or “ADP” means Contractor’s centralized and systematic delivery of business-critical applications, including the source code (for custom software), documentation, executable code and the deployment tools necessary to successfully install application software fixes, including Contractor’s Software related additions, modifications, or deletions.
- D. “Business Days” means Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for Federal and State holidays.
- E. “Change Request” means a written document utilized by either Party to request changes or revisions in the Scope of Work – Exhibit A, attached hereto.
- F. “Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential Procuring Agency or client information as the term is defined in State and/or Federal statutes or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information

designated by Procuring Agency or any other State office or agency as confidential,

including all information designated as confidential under Federal and State statutes or regulations; (5) unless publicly disclosed by Procuring Agency or the State, the pricing, payments, and terms and conditions of this Agreement, and (6) State information that has not been publicly disclosed and that is utilized, received, or maintained by Procuring Agency, Contractor, or other participating State agencies for the purpose of fulfilling a duty or obligation hereunder.

- G. “Contract Manager” means a Qualified Person designated by Procuring Agency who is responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager will be Steven Lovato or his/her Representative.
- H. “Data” means a compilation, body, set or sets, of discrete information gathered by Procuring Agency and/or Contractor which Procuring Agency owns and/or controls and which concerns, and may be utilized or manipulated by Procuring Agency and/or Contractor, to further Procuring Agency’s governmental interests, role, and mission (“Mission”). Data includes, but is not limited to, Procuring Agency’s information, whether or not it is stored in one or more databases, Confidential Information and other internal information which affects or may affect Procuring Agency’s ability to further its Mission.
- I. “Default” means a violation or breach of this Agreement by a Party’s either: (1) failing to perform one’s own contractual obligations hereunder, or (2) by interfering with the other Party’s performance of its obligations hereunder.
- J. “Deliverable” means the verifiable outcomes, results, the Services, or products that Contractor will develop, perform, and/or produce and deliver to Procuring Agency according to the Scope of Work.
- K. “DoIT” means the New Mexico State Department of Information Technology.
- L. “DoIT CIO” means DoIT’s Cabinet Secretary or Chief Information Officer, who also serves as the State’s Chief Information Officer.
- M. “Employees” means stockholders, directors, officers, employees, and agents.
- N. “Escrow” means a legal document (such as Source Code) delivered by Contractor to a third-party escrow agent (“Escrow Agent”), and held by Escrow Agent until Procuring Agency Accepts one or more the Deliverables; in the event Contractor Defaults this Agreement, Procuring Agency will receive the legal document, *e.g.*, Source Code, from Escrow Agent.
- O. “Enhancement” means any modification including addition(s), modification(s), or deletion(s) that, when Contractor makes or adds to a Deliverable, materially improves the Deliverable’s utility, efficiency, functional capability, or application (“Utility”). An error correction is not an Enhancement unless the Deliverable’s Utility is improved in Contractor’s process of making the error correction.
- P. “Executive Level Representative” or “ELR” means the individual designated and empowered with the authority to represent and make decisions on behalf of Procuring Agency or the Representative of the Executive Level Representative.

- Q. “GRT” means New Mexico gross receipts tax.
- R. “GSD” means the General Services Department; “GSD/CRB” means the General Services Department, Contracts Review Bureau.
- S. “Intellectual Property (IP)” means any and all proprietary information or material, whether tangible or intangible, whether derived, embodied, composed or comprised of any hard copy, soft copy, electronic format, hardware, firmware, software or manifested in any other form, whether solid, liquid or vapor, that consists of, or is directly or indirectly related to, Know How, trade secrets, copyrightable material, patent protected or protectable inventions and/or information, U.S. and foreign patent applications and patents, service marks, trademarks, and trade names, any of which is conceptualized, created or developed by either one or both of the Parties. For the purposes of this Agreement each Party will have exclusive ownership rights and control over Intellectual Property that the Party owns or controls prior to the commencement of this Agreement (“Pre-Owned IP”). Intellectual Property that Contractor creates during the Contractor’s performance of work hereunder will be deemed work made for hire (“Work Made for Hire”). Procuring Agency will be considered creator and sole and exclusive owner of all Work Made for Hire. Contractor agrees that Contractor will not make any application for nor any other claim of ownership regarding any Work Made for Hire or any of the Procuring Agency’s Pre-Owned IP. Together, any and all combinations of Procuring Agency’s Used IP and Work Made for Hire will comprise “Agency IP.”

Notwithstanding the foregoing, Contractor shall retain sole ownership of embedded IP and reserves unrestricted right to continue to use, and authorize others to use, any pre-existing or underlying Intellectual Property, Work Product, Contractor Methodology and/or Contractor Residual Information incorporated into the Deliverables and/or custom software development, and hereby grants to Customer a limited, non-exclusive, non-transferable, right to use the services (including any applicable documentation), and to use such pre-existing works solely for the specific use as set forth in the SOW, the Deliverables and/or the custom software.

For purposes of this Section, (a) “Contractor Methodology” means Contractor (i) know-how, (ii) computer program algorithms; and (iii) system design, architecture, logic, structure, sequence, and organization developed or known by Contractor prior to the commencement of work hereunder; and (b) “GDIT Residual Information” means information developed by Contractor during the Term hereof as part of a SOW regarding (i) know-how, (ii) computer program algorithms; and (iii) system design, architecture, logic, structure, sequence, and organization that may become embodied in the Deliverables, and which may be retained in non-tangible form as general knowledge and experience in the memory of those GDIT employees or subcontractors who have rightful access to the Deliverables.

- T. “Independent Verification and Validation (“IV&V”)” means the process whereby Procuring Agency retains an independent expert to evaluate, verify and issue a written validation opinion concerning Contractor’s performance of the Project and to determine Contractor’s compliance with the requirements stated in the Scope of Work, whether with respect to evaluating certain stages of the Deliverables, or to evaluating the body of the Deliverables as a whole, or both.
- U. “Know How” means the idea(s), technical information and knowledge including, but not

limited to, documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals, and other tangible items containing, relating to, or causing the enablement of the Work Made for Hire and the Intellectual Property developed hereunder.

- V. “Payment Invoice” means each of Contractor’s detailed, certified, and written requests for payment concerning the Deliverables that Contractor renders to Procuring Agency. Each Payment Invoice must identify each Deliverable for which the Payment Invoice is submitted and must include the price stated in the Scope of Work (Deliverables section), and in Article 3, below, as well as Contractor’s actual charge, for each Deliverable.
- W. “Performance Bond” means a surety bond which guarantees against Contractor’s Default as well as Contractor’s full performance of its obligations hereunder.
- X. “Project” means the sum of Contractor’s efforts necessary to produce and deliver the Deliverables to Procuring Agency according to the Scope of Work. The title for this Project is Medicaid Management Information System Replacement (MMISR).
- Y. “Project Manager” means a Qualified Person appointed by Procuring Agency who oversees and manages Contractor’s efforts to produce and deliver the Deliverables to Procuring Agency. The Project Manager for this Project is Michelle Mattalino or his/her Representative.
- Z. “Qualified Person” means a person who has demonstrated experience performing and completing activities and tasks similar to the Project.
- AA. “Quality Assurance” or “Quality Assurance Review” means the planned and systematic pattern of rules, measures, procedures, and process established by Procuring Agency to ensure that each Deliverable conforms to the requirements stated in the Scope of Work.
- BB. “Representative” means one or more substitute person(s) for a title or role, e.g., Project Manager or Contract Manager, when the Party’s primary contact person is unavailable.
- CC. “Scope of Work” or “SOW” means the statements of Purpose and the Deliverables attached to this Agreement as Exhibit “A.”
- DD. “Service” or “the Services” means the task(s), function(s), and responsibility(ies) assigned to, and performed by Contractor according to the SOW.
- EE. “State” means the State of New Mexico.
- FF. “State Purchasing Agent (NMSPA)” means the New Mexico State Purchasing Agent or his/her Representative.
- GG. “State Purchasing Division (SPD)” means the State Purchasing Division of the New Mexico General Services Department.
- HH. “Software” means the operating system and/or application software used by Contractor to provide the Deliverables hereunder. Software may include, but is not limited to, Third Party Software. “Third Party Software” means software owned by third parties which is utilized by Contractor and/or Procuring Agency hereunder.
- II. “Software Maintenance” means the set of activities that result in changes to the Accepted (baseline) product set of Software. These activities consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline Software and operating system.

- JJ. “Source Code” means the human-readable programming instructions organized into sets of files that represent the business logic for the Project application. Source Code may be read as text and subsequently edited, requiring compilation or interpretation by a Qualified Person into binary or machine-readable form before being directly useable by a computer.
- KK. “Turnover Plan” means the written plan developed by Contractor and approved by Procuring Agency to continue the Project in the event the Deliverables stated in the SOW are transferred, either directly to Procuring Agency or to a third party.

ARTICLE 2 – SCOPE OF WORK

- A. The Scope of Work. The Scope of Work, or “SOW” attached hereto as “Exhibit A,” is incorporated into this Agreement as if fully set forth herein. The SOW governs Contractor’s production and delivery of the Deliverables to Procuring Agency. The Parties may amend the SOW by executing one or more mutually agreed upon written amendments. In the event a conflict of terms exists between this Agreement and the SOW, the terms of this Agreement will govern.
- B. Performance Measures. The Contractor shall perform to the satisfaction of the Procuring Agency the Performance Measures set forth in Exhibit A, as determined within the sole discretion of the Procuring Agency. In the event the Contractor fails to obtain the results described in Exhibit A, the Procuring Agency may provide written notice to the Contractor of the Default and specify a reasonable period of time in which the Contractor shall advise the Procuring Agency of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the Procuring Agency from exercising its rights pursuant to Article 6 or Article 16.
- C. Contractor Default. Contractor will deliver the Deliverables as stated in the SOW. In the event Contractor fails to deliver the Deliverables according to the SOW, Procuring Agency may declare Contractor to be in Default hereunder. In the event Procuring Agency declares Contractor to be in Default, Procuring Agency will give written notice to Contractor describing the Default and will specify a reasonable period of time during which Contractor will remediate the Default. Contractor will then give Procuring Agency a written response that advises Procuring Agency concerning the measures Contractor will take to cure the Default as well as Contractor’s proposed timetable for implementing those measures. Nothing in this Section will be construed to prevent Procuring Agency from exercising Procuring Agency’s rights pursuant to Article 6 or Article 16, below.
- D. Schedule. Contractor will deliver the final Deliverables to Procuring Agency on or before the due dates stated in the SOW. The due dates will not be altered or waived by Contractor absent Procuring Agency’s prior written consent, according to the Amendment process stated in Article 25, below.
- E. License.
Not Applicable. The Parties agree there is no License.
- F. Source Code.
Not Applicable. The Parties agree there is no Source Code.

G. Procuring Agency's Rights.

1. Rights to Software. Not Applicable. The Parties agree that this is an agreement pertaining only to professional services and does not involve the provision or use of Software
2. Protection of Proprietary Rights. Contractor will reproduce and attach the State's copyright, product identifications and other proprietary notices on the copies Contractor makes and delivers of the Software, the Source Code, and other deliverables for Procuring Agency, in whole or in part, or on any electronic, hard copy or other tangible form of the Deliverables.
3. Protection of Data. Contractor will protect and safekeep all of Procuring Agency's Data to the same or a higher degree of care that Contractor takes with respect to its own information and data. Contractor will implement all measures necessary to protect Procuring Agency's Data from any and all harm, including but not limited to, breach, intrusion, contamination, corruption, loss, leak, theft, disintegration, viral attack, denial-of-service, malware, worms, trojans, ransomware, hacking, phishing, skimming and other damage of any kind (collectively "Data Damage"), whether caused by Contractor, Contractor's Employees or one or more third parties. In the event a Data Damage incident occurs while Procuring Agency's Data is within Contractor's purview and/or control, within one (1) hour of Contractor's discovery of a Data Damage incident, Contractor will notify the Project Manager concerning the Data Damage incident, including sufficient information for the Project Manager to determine, in conjunction with Contractor, which measures, if any, Contractor must implement to mitigate the Data Damage.
4. Rights to Data. All of Procuring Agency's Data that is stored upon Contractor's servers or lies within Contractor's custody hereunder, is Procuring Agency's sole and separate property and inures to Procuring Agency's exclusive benefit. None of Contractor or Contractor's Employees, subcontractor(s), affiliates and/or assigns will make use of, disclose, sell, copy, license or reproduce Procuring Agency's Data in any manner, or provide of Procuring Agency's Data to any third party absent Procuring Agency's prior written authorization.

ARTICLE 3 - COMPENSATION

- A. Compensation Schedule. Procuring Agency will pay Contractor according to the fixed price set for each Deliverable, per the schedule stated in the SOW, less retainage, if any, as identified in Paragraph D.
- B. Payment. The total compensation hereunder will not exceed **\$38,905,609.28** including New Mexico gross receipts tax. This amount is the maximum total amount; it is not a guarantee that the work to be performed by Contractor, and the total of the corresponding payments that Procuring Agency pays to Contractor, will equal the maximum total amount. However, the Parties do not intend for Contractor to continue to deliver the Deliverables without compensation once the total compensation amount has been reached. Therefore, Contractor must notify Procuring Agency before the price of a Deliverable reaches the compensation amount for that Deliverable stated in the SOW. In no event will Procuring Agency pay Contractor for any Deliverables in an amount that

exceeds the maximum total amount without this Agreement being amended in writing prior to Contractor's continued delivery of the Deliverables.

Procuring Agency will pay Contractor upon Procuring Agency's Acceptance of each Deliverable according to Article 4, below, and upon the receipt and Acceptance of Contractor's detailed and certified Payment Invoice(s). Procuring Agency will forward its payments to Contractor's designated mailing address, stated in Article 28, below. In accordance with Section 13-1-158 NMSA 1978, Procuring Agency will tender payment to Contractor within thirty (30) days of the date of Procuring Agency's written Certification of Acceptance. All Payment Invoices MUST BE received by Procuring Agency no later than fifteen (15) days after the termination of this Agreement.

Contractor's Payment Invoices received by Procuring Agency later than fifteen (15) days after the termination of this Agreement WILL NOT BE PAID.

C. Taxes.

Contractor will be reimbursed by Procuring Agency for applicable New Mexico gross receipts taxes ("GRT"), excluding interest or penalties assessed on Contractor by the New Mexico Taxation and Revenue Department. Contractor is solely responsible for the payment of GRT for any money Contractor receives hereunder. Contractor must report its GRT, income tax and other tax obligations under Contractor's Federal and State tax identification number(s).

Contractor and its subcontractors, if any, will pay all Federal, State, and local income and other taxes and government fees applicable to its operation(s) as well as the taxes and fees associated with Contractor's employment of its Employees. Contractor will require its subcontractors, if any, to hold Procuring Agency harmless from any responsibility for taxes, damages, fees, and interest, if applicable, as well as any and all contributions required under Federal and/or state and local laws and regulations, including any other costs, transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. Procuring Agency will retain twenty percent 20% of the fixed-price cost of Deliverables 1 through 8 as security for Contractor's full performance and Procuring Agency's acceptance of Deliverables 1 through 8. Retainage will not apply to Maintenance and Operation (Deliverables 9).

E. Performance Bond. Contractor will execute and deliver to Procuring Agency, contemporaneously with the execution of this Agreement, a performance bond in the amount of \$500,000.00 (the "Performance Bond") in Procuring Agency's name. The Performance Bond will be in effect for the duration of this Agreement and any renewals hereof. Procuring Agency will condition its release of the Performance Bond upon Procuring Agency's Acceptance of Contractor's full performance and fulfillment of each and every of its Deliverables, terms, conditions, provisions, and obligations hereunder. Procuring Agency's right to recoup monies against the Performance Bond will include all of Procuring Agency's costs and damages associated with the transfer of the Deliverables to a third party or to the State as a result of Contractor's performance failure(s).

ARTICLE 4 – ACCEPTANCE

- A. Submission. Upon Contractor's completion and delivery of each Deliverable stated in the SOW, Contractor will submit a Payment Invoice, together with an accurate description of the Deliverable, to Procuring Agency. Contractor will submit its Payment Invoices to Procuring Agency according to, or lower than, the Deliverable price stated in the SOW, less the retainage, if any, stated in Article 3(D), above. Contractor will not submit Payment Invoices to Procuring Agency for any amount(s) that exceed the amount(s) stated in the SOW absent Procuring Agency's prior written permission.
- B. Acceptance. According to Section 13-1-158 NMSA 1978, the ELR will determine whether the Deliverable(s) meet(s) the specifications stated in the SOW. Procuring Agency will not pay for any Deliverable until the ELR Accepts the Deliverable in writing. In order to Accept a Deliverable, the ELR, in conjunction with the Project Manager, will perform a Quality Assurance Review of the Deliverable to determine, at a minimum, whether the Deliverable:
1. Meets or exceeds the Deliverable requirements stated in the SOW; and
 2. Complies with the terms and conditions of RFP # 20-630-8000-0002 Agreement and
 3. Meets or exceeds the generally accepted industry standards and procedures applicable to the Deliverable(s); and
 4. Complies with all other of Contractor's requirements, duties, and obligations hereunder.

In the event the ELR Accepts a Deliverable according to the ELR's Quality Assurance Review, the ELR will send Contractor the ELR's written Acceptance within fifteen (15) Business Days (the "Acceptance/Rejection Period") from the date the ELR receives each of Contractor's Payment Invoice(s).

- C. Rejection. If the ELR fails to give Contractor notice of Procuring Agency's rejection of a Payment Invoice within the Acceptance/Rejection Period, the Deliverable, together with its corresponding Payment Invoice will be deemed to be Accepted by Procuring Agency. In the event the ELR rejects the Deliverable following the ELR's Quality Assurance Review within the Acceptance/Rejection Period, the ELR will send Contractor a rejection notice together with a consolidated set of comments ("Comments") indicating the issues, unacceptable items, and/or requested revisions that Contractor should make or perform with respect to the rejected Deliverable. Upon Contractor's receipt of the ELR's rejection and Comments, Contractor will have ten (10) Business Days to resubmit the rejected Deliverable to Procuring Agency together with Contractor's revisions, corrections and/or modifications made according to the ELR's Comments. Upon receipt of Contractor's revised, corrected or modified ("Revised") Deliverable, the ELR will determine whether the Revised Deliverable is Acceptable by conducting a second Quality Assurance Review. The ELR will then issue a written determination of Procuring Agency's

acceptance or rejection of the Revised Deliverable within fifteen (15) Business Days of Procuring Agency's receipt of the Revised Deliverable. In the event the ELR rejects the Revised Deliverable according to the second Quality Assurance Review, Contractor will be required to provide a remediation plan that will include a list of Contractor's planned corrective measures and an associated timeline for Contractor to complete its remediation of the Deliverable. Contractor's remediation plan must be accepted by the ELR prior to Contractor's implementation of its Deliverable remediation plan. At the same time, Contractor will also be subject to pay Procuring Agency all of Procuring Agency's monetary damages associated with Contractor's failure to timely deliver an Acceptable Deliverable and must complete all remedies attributable to Contractor's late delivery of the Deliverable. In the event ELR rejects a Deliverable three times, Procuring Agency may declare Contractor to be in Default and may immediately terminate this Agreement. Procuring Agency may then seek to recover from Contractor any and all damages and remedies available hereunder and otherwise available in law or equity.

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL SIGNED BY THE DoIT AND SPD/CRB (the "Effective Date") This Agreement shall terminate **January 31, 2027**, with two (2) optional two (2) year extensions, not to exceed eight (8) years in total, unless terminated pursuant to Article 6, below. This Agreement falls within the exception to the four-year limitation established by NMSA 1978, §13-1-150(B)(1) for services required to support or operate federally certified Medicaid, financial assistance, and child support enforcement management information or payment systems.

ARTICLE 6 – TERMINATION

- A. Grounds. Procuring Agency may terminate this Agreement at any time for convenience or cause. Contractor may only terminate this Agreement in the event Procuring Agency materially Defaults hereunder and subsequently fails to cure its Default within ninety (90) days from the date Contractor first declares Procuring Agency to be in Default.
- B. Appropriations. Procuring Agency may terminate this Agreement if required by changes in State or federal law, or so ordered by a court of competent jurisdiction, or due to insufficient appropriations made available by the United States Congress and/or the State Legislature concerning the Parties' performance hereunder. Procuring Agency's determination concerning whether sufficient appropriations are available will be deemed fully accepted by Contractor and will be final. In the event Procuring Agency terminates this Agreement pursuant to this subparagraph B, Procuring Agency will provide Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.
- C. Notice; Opportunity to Cure.

1. Except as otherwise provided in Paragraph (B), immediately above, Procuring Agency will give Contractor written notice of Procuring Agency's intended termination at least thirty (30) days prior to the effective termination date.
 2. Contractor will give Procuring Agency written notice of Contractor's termination at least thirty (30) days prior to Contractor's effective termination date, which notice will (i) identify Procuring Agency's material Default(s) upon which Contractor bases its termination, and (ii) state the measures Procuring Agency should implement to cure such material Default(s). Contractor's termination notice to Procuring Agency will only take effect: (i) if Procuring Agency fails to commence curing Procuring Agency's material Default(s) within Contractor's thirty (30) day notice period, or (ii) in the event Procuring Agency cannot commence to cure its material Default(s) within Contractor's thirty (30) day notice period, Procuring Agency will issue a written notice to Contractor concerning: (a) Procuring Agency's intent to cure, and (b) Procuring Agency's commencement of the due diligence necessary to cure its material Default.
 3. Notwithstanding the foregoing, Procuring Agency may terminate this Agreement immediately upon its written notice sent to Contractor: (i) in the event Contractor becomes patently unable to deliver the Deliverables, as Procuring Agency may, in its sole and exclusive discretion, determine; (ii) if, during the term of this Agreement, Contractor is suspended or debarred by the State Purchasing Agent; or (iii) this Agreement is terminated pursuant to Article 5, above.
- D. Liability. Except as otherwise expressly allowed or provided hereunder, Procuring Agency's sole liability upon termination by either Party will be to compensate Contractor for Contractor's Acceptable work performed prior to Contractor's receipt or issuance of a written termination notice; provided, however, that a notice of termination issued by either Party will not nullify or otherwise affect either Party's liability for pre-termination defaults hereunder. Contractor will submit a Payment Invoice to Procuring Agency for Contractor's Acceptable work within thirty (30) days of receiving or issuing a notice of termination.

THE PROVISIONS CONTAINED WITHIN THIS ARTICLE 6 ARE NOT EXCLUSIVE AND DO NOT ACT TO WAIVE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND EQUITABLE REMEDIES ENGENDERED BY CONTRACTOR'S DEFAULT HEREUNDER.

ARTICLE 7 – TERMINATION MANAGEMENT

- A. Contractor's Duties. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all of Procuring Agency's other rights to receive Deliverables and other property hereunder, Contractor

will:

1. Transfer, deliver, and/or make readily available to Procuring Agency every Deliverable, partially completed Deliverable, and any and all other property in which Procuring Agency has a financial interest, including but not limited to, any and all Procuring Agency Data and/or Procuring Agency Intellectual Property;
2. Not incur any further financial obligations for materials, services, or facilities hereunder absent Procuring Agency's prior written approval;
3. Terminate all of Contractor's purchase orders, procurements and subcontractors and will cease all work, except as Procuring Agency may direct, for the orderly completion of the Deliverables and the transition, if any, to a third party;
4. Take and effect all actions as Procuring Agency may direct, for the protection and preservation of the Deliverables, the Data, Procuring Agency's Intellectual Property and all other all Procuring Agency property as well as any and all records pertaining to, related to and/or required hereunder;
5. Agree in writing that Procuring Agency is not liable for any costs arising out of the termination other than the costs related to the Deliverables Accepted by Procuring Agency prior to the termination;
6. Cooperate fully in the closeout or transition of Contractor's activities to facilitate Procuring Agency's administration continuity with respect to Procuring Agency's ongoing projects and programs;
7. In the event this Agreement is terminated due to Contractor's Default, lack of performance and/or negligence or willful misconduct, which result(s) in funding reduction(s) to Procuring Agency from any governmental or other source, Contractor will remit the full amount of the funding reduction(s) to Procuring Agency within thirty (30) days of the date of Procuring Agency's request to Contractor for remittance of the funding reduction(s);
8. Should this Agreement terminate due to Contractor's Default, Contractor will reimburse Procuring Agency for all costs arising from retaining one or more third party(ies) at potentially higher rates as well as for all other direct and indirect costs incurred by Procuring Agency following Contractor's Default up to the full amount of the total compensation stated in Article 3. B. above;
9. In the event this Agreement is terminated for any reason, or upon its expiration, Contractor will develop and submit for Procuring Agency's Acceptance a turnover plan ("Turnover Plan") at least ten (10) Business Days prior to the effective date of termination or expiration of this Agreement. Contractor's Turnover Plan will state Contractor's policies, procedures, and measures necessary to ensure: (1) the least disruption in the delivery of the Deliverables during Procuring Agency's transition of the Project to a third party; and (2) Contractor's

cooperation with Procuring Agency and the third party with respect to Contractor's orderly transfer of all partial or completed Deliverables to Procuring Agency and the third party.

Contractor's Turnover Plan will consist of Contractor's orderly and timely transfer or return to Procuring Agency of any and all documents, files, Procuring Agency Data, the Software, the Source code, all other related software, documentation, the system turnover plan, IP Procuring Agency IP, and other materials. Upon receipt of Procuring Agency's written request for such transfer or return, Contractor will, within five (5) Business Days, provide to Procuring Agency a copy of Contractor's most recent versions of all pertinent documents, files, Procuring Agency's Data, the Software, the Source Code, all other related software, documentation, the system turnover plan, IP Procuring Agency IP, and other materials, whether provided by Procuring Agency or created by Contractor hereunder.

- B. Procuring Agency. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, Procuring Agency will:
1. Retain ownership of all Deliverables, Procuring Agency's Intellectual Property, Contractor's other work products hereunder, and all related documentation created by Contractor hereunder; and
 2. Pay Contractor all amounts due for the Deliverables Accepted by Procuring Agency prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

- A. General. Contractor will defend, indemnify and hold harmless Procuring Agency, the State and their Employees, but excluding its agents, contractors, and vendors of the State, from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of Contractor's performance of this Agreement, which is caused by Contractor's or Contractor's Employees' negligent act(s) or failure(s) to act, during the time when Contractor, and/or any of Contractor's Employees, has delivered or is delivering the Deliverables hereunder. In the event that any action, suit or proceeding related to the Deliverables is brought against Contractor and/or any of Contractor's Employees, Contractor will, as soon as practicable, but no later than two (2) Business Days after Contractor receives notice thereof, will notify, by certified mail, the legal counsel of Procuring Agency, the Risk Management Division of GSD, and DoIT.
- B. The indemnification obligation hereunder will not be limited by the existence of any insurance policy or by any limitation, except for that in Article 18,

concerning the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor and will survive the termination of this Agreement. Money due or to become due to Contractor hereunder may be retained by Procuring Agency, as necessary, to satisfy any outstanding claim that Procuring Agency may have against Contractor.

ARTICLE 9 – INTELLECTUAL PROPERTY

Ownership. Procuring Agency IP will solely belong and inure to Procuring Agency for Procuring Agency's sole and exclusive use and benefit. Procuring Agency will own and control all rights, title and interest to Procuring Agency IP on a worldwide basis. None of Contractor or Contractor's Employees, subcontractor(s), affiliates and assigns will utilize, copy, re-compile, re-engineer, reverse engineer, create derivative works, or otherwise utilize Procuring Agency IP for Contractor's benefit or the benefit of any third party or for any purpose other than to fulfill Contractor's obligations hereunder. Contractor will not disclose Procuring Agency IP to any entity or person outside of Procuring Agency absent Procuring Agency's prior written permission.

Contractor will notify Procuring Agency, within ten (10) Business Days, of any IP created hereunder by Contractor, Contractor's Employees or Contractor's subcontractor(s), all of which IP will be considered Work for Hire and a part of Agency IP. Contractor, on behalf of itself and its Employees and subcontractor(s), will execute or will cause to have executed any and all written assignments and other document(s) necessary to ensure that ownership of such IP vests solely in Procuring Agency.

Contractor will take no affirmative action(s) that might have the effect of vesting all or any portion of Procuring Agency IP in any person or entity other than Procuring Agency.

In the event, by judgment of a court of competent jurisdiction, Procuring Agency IP is deemed not to have been created or owned by Procuring Agency, Contractor will grant to Procuring Agency and the State, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify all or any portion of the disputed IP for Procuring Agency's and/or the State's continued use. Procuring Agency, together with DoIT, may extend to Contractor the privilege of utilizing all or any portion(s) of Procuring Agency IP through one or more intellectual property use license agreements that may be created separate and apart from this Agreement.

Contractor with its affiliated subcontractors provide services to Procuring Agency on an online subscription basis. Contractor does not sell or license any of its software. Contractor, to the extent it provides services to the Procuring Agency, grants Procuring Agency a limited, non-exclusive, non-transferable, right to use the services (including any applicable documentation), solely for the Procuring Agency's business purposes during the Contract term. No intellectual property rights are granted to Procuring Agency other than as expressly set forth in this Contract.

Contractor with its affiliated subcontractors may use pre-existing pre-owned products, materials, information, ideas, concepts, know-how, techniques, tools, templates, models, software, procedures, documentation, technology, interfaces, databases, reports, processes, best practices, intellectual property, and/or methodologies owned or licensed by or developed on behalf of Contractor or any of its affiliated subcontractors.

Contractor online subscription services, or other work, shall not be considered Works for Hire.

Contractor with its affiliated subcontractors shall retain all right, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to all their respective property unless agreed to by the parties in writing.

Procuring Agency further acknowledges and agrees that Contractor with its affiliated subcontractors may modify or improve online services or software during the course of the subscription

or Statement of Work. Procuring Agency agrees that all such modifications or improvements shall be included within the meaning of intellectual property, unless otherwise specifically agreed to by the parties in writing.

Procuring Agency is not granted any rights, title, or interest in or to any Contractor or affiliated subcontractors' property and/or any other equipment, software, supplies, and materials owned or leased by Contractor or affiliated subcontractors.

Contractor or affiliated subcontractors' property is deemed to be confidential to the extent addressed in the New Mexico Inspection of Public Records Act or other applicable statutes, laws, or regulations.

ARTICLE 10 – INTELLECTUAL PROPERTY LICENSE AND INDEMNIFICATION

- A. Intellectual Property License. For the purpose of this Agreement, Contractor hereby grants Procuring Agency a full, complete, and non-transferable right and license to utilize any and all of Contractor's Related Used IP for so long as Procuring Agency utilizes the Software, Source Code, and other Deliverables. Contractor does not grant Procuring Agency any right or license to utilize Contractor's Unrelated Used IP. If Contractor expects that any of Contractor's Used IP will be used by Contractor to fulfill the scope of work under this Agreement, it is Contractor's responsibility to make the Procuring Agency aware of such Used IP in order to eliminate questions of ownership of such IP. If Contractor does use Used IP to fulfill the scope of work under this Agreement and identifies such, Contractor, at Procuring Agency's request, hereby grants Procuring Agency a permanent, full, complete, non-sublicensable, and non-transferable right and license to utilize any and all such IP.
- B. Intellectual Property Indemnification. At Contractor's sole expense, Contractor will defend Procuring Agency, the State and/or any other State entity against any claim brought or made by a third party alleging that any product, Service or Deliverable that Contractor provides hereunder infringes the third party's Intellectual Property (an "Infringement Claim"). Contractor will pay all costs, damages and attorney's fees and monetary damages that may be awarded as a result of such Infringement Claim(s) in addition to the amount of the judgment award(s). To qualify to receive Contractor's defense cost(s) and/or other payment(s) related to any Infringement Claim(s), Procuring Agency will:
1. Give Contractor written notice, within forty-eight (48) hours of Procuring Agency's receipt of an Infringement Claim;
 2. Work with Contractor to control the defense and settlement of the

- Infringement Claim(s); and
3. Cooperate with Contractor, in a reasonable manner, to facilitate Contractor's defense or settlement of the Infringement Claim(s).
- C. Procuring Agency's Rights. In the event any product, Service or Deliverable that Contractor provides to Procuring Agency hereunder becomes, or in Contractor's opinion is likely to become, the subject of an Infringement Claim, Contractor will, at its sole cost and expense:
1. Provide Procuring Agency the right to continue using the product, Service or Deliverable and fully indemnify Procuring Agency against any and all third Infringement Claim(s) that may arise from Procuring Agency's use of the product, Service or Deliverable;
 2. Replace or modify the product, Service or Deliverable so that such product, Service or Deliverable becomes non-infringing; or
 3. Accept the return of the product, Service or Deliverable and refund an amount equal to the value of the returned product, Service or Deliverable, less the unpaid portion of the purchase price and any other amounts, which Procuring Agency owes to Contractor. Contractor's obligation will be void with respect to any product, Service or Deliverable modified by Procuring Agency to the extent the modification is the direct cause of the Infringement Claim.

ARTICLE 11 - WARRANTIES

- A. General. Contractor hereby expressly warrants the Deliverable(s) will meet the requirements of this Agreement, the Contractor's official published specification and technical specifications of this Agreement, and all generally accepted industry standards. Contractor agrees under this warranty to correct defective Deliverable(s) including deficiencies found during testing, implementation, or post-implementation phases.
- B. Software. Contractor warrants that any Software delivered under this Agreement will be correct in all aspects according to the Applicable Specifications. Contractor further warrants that Software will meet the Applicable Specifications for 6 Months following Acceptance by the ELR and implementation into the production system. In the event Software fails to meet the Applicable Specifications during the warranty period, Contractor will correct the deficiencies, at no additional cost to Procuring Agency, so that the Software meets the Applicable Specifications.

ARTICLE 12 – CONTRACTOR PERSONNEL

- A. Key Personnel. Contractor's key personnel ("Key Personnel") will not be

diverted from this Agreement absent Procuring Agency's prior written approval, except as follows: (i) the employee ceases to be employed by the Contractor for any reason; (ii) the employee is unable to work due to long term illness, disability, death or other reason beyond Contractor's reasonable control; or (iii) the employee takes maternity or parental leave or takes leave for any other extended period of time. Contractor's personnel replacements must be pre-approved in writing by Procuring Agency's Project Manager. For all of Contractor's personnel, Procuring Agency reserves the right to require submission of their resumes prior to receiving Procuring Agency's approval. Key Personnel are those individuals Procuring Agency considers to be mandatory to the work to be performed hereunder. Contractor's Key Personnel hereunder will be:

Lori Landman, Program Manager

Brian Johnson, Deputy Program Manager

TBD, PMO Manager

- B. Personnel Changes. In the event Contractor replaces any of its personnel, Contractor will make such replacement(s), with Contractor's other personnel of equal or superior ability, experience, and qualifications. Contractor's personnel replacements must be pre-approved in writing by Procuring Agency's Project Manager. For all of Contractor's personnel, Procuring Agency reserves the right to require submission of their resumes prior to receiving Procuring Agency's approval. In the event Contractor reduces the number of its personnel assigned to the Project for any reason, Contractor will, within ten (10) Business Days of its personnel reduction, replace those persons with the same or a greater number of persons with equal or superior ability, experience, and qualifications, subject to Procuring Agency's prior written approval. Procuring Agency, in its sole and exclusive determination, may extend the time Contractor is allowed beyond the required ten (10) Business Day period concerning Contractor's replacement of its personnel. Contractor will include status reports to Procuring Agency concerning Contractor's personnel replacement efforts as well as the impact upon the progress of the Project due to the absence of Contractor's personnel. In addition, Contractor will make interim arrangements to assure that the progress of the Project remains unimpeded by the loss of any of Contractor's personnel. Procuring Agency reserves the right to require a change in Contractor's personnel in the event Contractor's personnel are not, in Procuring Agency's sole and exclusive determination, meeting Procuring Agency's standards and/or expectations.

ARTICLE 13 – INDEPENDENT CONTRACTOR STATUS

- A. Independent Contractor. For the purposes of this Agreement, Contractor and Contractor's Employees are independent Contractors who produce and deliver the Deliverables to Procuring Agency. Contractor's Employees are neither employees nor agents of the State ("State Employees"). None of Contractor and Contractor's Employees will accrue State benefits, including but not limited to,

leave, retirement, insurance, bonding, use of state vehicles, or any other benefits that may be afforded to State Employees as a result of Contractor's entering this Agreement. Contractor acknowledges and agrees that all sums received hereunder are either reportable as a separate business entity or are, in the event Contractor operates as a sole proprietorship, personally reportable by Contractor for income and GRT tax purposes as self-employment or business income and are reportable for self-employment tax.

- B. Subject of Proceedings. Contractor warrants that neither Contractor nor any of Contractor's Employees are presently subject to any litigation or administrative proceeding before any court or administrative body which could adversely affect Contractor's ability to perform hereunder; nor, to the best of Contractor's knowledge, information, or belief, is any such litigation or proceeding presently threatened against Contractor or any of Contractor's Employees. In the event any such proceeding is initiated or threatened during the term of this Agreement, Contractor will immediately disclose such initiation or threat to Procuring Agency.

ARTICLE 14 - CHANGE MANAGEMENT

Change Request Process. In the event circumstances warrant Contractor making a Change to accomplish the SOW, Contractor will submit a Change Request to Procuring Agency. Each Change Request must meet the following criteria:

1. The Project Manager will draft a written Change Request for the ELR's review and approval, including:
 - (a) the name of the person requesting the Change;
 - (b) a summary of the requested Change;
 - (c) the start date for the requested Change;
 - (d) the reason and necessity for the requested Change;
 - (e) the elements in the Deliverable(s) and/or the SOW that must be altered in order for Contractor to produce and deliver the Change; and
 - (f) the impact of the Change upon the Project.
2. The ELR will provide a written decision concerning each Change Request to Contractor within ten (10) Business Days of the ELR's receipt of each Change Request. All decisions made by the ELR concerning a Change Request will be deemed final. Each Change Request, once approved by the ELR, will be integrated into the SOW through an Amendment executed by the Parties if required by Article 25, Section 2.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

- A. In the event IV&V Professional Services are used for the Project associated with this Agreement, Contractor will fully comply and cooperate with the

IV&V vendor. Contractor's cooperation includes, but is not limited to:

1. Providing the Project documentation;
2. Allowing the IV&V vendor to attend Project related meetings; and
3. Supplying the IV&V vendor with any/all other information and/or material(s) as may be directed by the Project Manager.

B. In the event the purpose of this Agreement is for Contractor to provide IV&V Professional Services, then Contractor will:

1. Submit its IV&V reports directly to DoIT's Project Oversight and Compliance Division (EPMO@state.nm.us) according to DoIT's IV&V Reporting Template and Guidelines located on DoIT's webpage: http://www.doit.state.nm.us/project_templates.html, with a copy to Procuring Agency.
2. Use a report format consistent with DoIT's IV&V Reporting Template and Guidelines located on the same DoIT website.

ARTICLE 16 – DEFAULT

In case of Contractor's Default, for any reason whatsoever, Procuring Agency and/or the State may procure the Deliverables from another source and hold Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, and special damages. Procuring Agency and/or the State may also seek all other available remedies against Contractor hereunder or which may be otherwise available under law or equity.

ARTICLE 17 – EQUITABLE REMEDIES

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

ARTICLE 18 - LIABILITY

Contractor will be liable for damages arising out of injury to persons and/or damage to real, tangible, or intangible property at any time, in any way, if and to the extent that the injury or damage was caused by or due to Contractor's fault or negligence or to a defect in Contractor's production or delivery of any Deliverable hereunder, whether Contractor produces or delivers the Deliverable in whole or part. Contractor will not be liable for damages arising out of, or caused by, alterations made by Procuring Agency to any equipment or its installation or for losses caused by Procuring Agency's fault or negligence. In the event Contractor's negligent or omitted production or delivery of any Deliverable results in a defect which is the direct proximate cause of injury to any third

party and/or employee of Procuring Agency or the State, nothing hereunder will act to limit Contractor's, or Contractor's Employees' liability to such third party and/or employee, or will act to limit any remedy that may exist under law or equity with respect to Contractor's and/or Contractor's Employees' negligent act or omission.

- A. **Liability Cap:** Except as specified in Section 18(B), Contractor's entire liability for all claims in the aggregate related to the Agreement, regardless of the basis of the claim, will not exceed the amount of any damages incurred by the other Party or two times the funded amount of the contract, whatever amount is less.
- B. **Data Security Cap:** With respect to a claim that arises due to Contractor's failure to comply with the applicable data security requirements that results in unauthorized access to unencrypted personally identifiable information by a third party, Contractor's entire liability for all such claims shall be limited to the following damages: the amount of any damages incurred by the other Party, or two times the funded amount of the contract, whatever amount is less.

Contractor will not be liable for damages arising out of, or caused by, subsequent alterations made by Procuring Agency (or other parties) to systems, configurations, affiliated product versions or releases, or interfacing applications that modify Deliverable functions or specifications.

In the event Contractor's deliverable is deemed defective the Procuring Agency will document the defect to include the nature of the defect, the Procuring Agency Quality Assurance evaluation performed or approved by the Executive Level Representative to accept the deliverable, and the deviation or non-conformity to specifications or the Exhibit A Statement of Work leading to the defective deliverable.

In the event Contractor's deliverable is deemed to have damaged or injured the Procuring Agency, the Procuring Agency will notify Contractor. The notification will include the extent of damages identified, impact of such damages, and require an immediate corrective action plan to remedy the damages. The Contractor will submit a corrective action plan to include warranty work, appropriate services, or financial payments for Procuring Agency acceptance.

The Procuring Agency will make any final determination to accept or reject Contractor's remedy, in its sole but reasonable discretion, and pursue options available under this Article.

ARTICLE 19 – ASSIGNMENT

Contractor will not assign or transfer any of Contractor's interests, rights, responsibilities, duties, obligations and/or liabilities hereunder or assign any of Contractor's claims for money due or that might become due hereunder absent Procuring Agency's prior written approval.

ARTICLE 20 – SUBCONTRACTING

- A. General Provision. Contractor will not subcontract or assign any portion of this Agreement or the SOW to any subcontractor absent Procuring Agency's prior written approval. No such subcontracting or assignment will relieve Contractor of its direct and indirect responsibilities, duties, obligations and/or liabilities hereunder, nor will any such subcontracting trigger or obligate Procuring Agency to make a payment, either directly or indirectly, to any subcontractor.
- B. Responsibility for Subcontractors to Maintain Confidentiality. Contractor will not disclose any of Procuring Agency's or State's Confidential Information to a subcontractor absent Procuring Agency's prior written consent. Each subcontractor will agree in a written form pre-approved by Procuring Agency to protect and keep confidential any and all Confidential Information in the same manner required of Contractor stated in Article 22, below.

ARTICLE 21 – RELEASE

Contractor's Acceptance of Procuring Agency's final payment made hereunder will operate as Contractor's full release of Procuring Agency, the State, and their officers, employees, and agents from any and all liabilities, claims and obligations whatsoever arising hereunder.

ARTICLE 22 – CONFIDENTIALITY

Contractor will protect and keep confidential any and all Confidential Information that Procuring Agency provides to Contractor as well as any and all Confidential Information that Contractor develops based upon information provided by Procuring Agency during Contractor's performance hereunder. Contractor will not make available or provide Confidential Information to any third party absent Procuring Agency's prior written approval. Upon termination of this Agreement, Contractor will: (a) deliver all Confidential Information in its possession pursuant to the turnover Plan agreed upon by the Parties or to Procuring Agency within thirty (30) Business Days of the termination, whichever is longer, and (b) Contractor will not further retain Confidential Information upon termination or expiration of the Agreement. Contractor acknowledges that Contractor's failure: (a) to deliver such Confidential Information to Procuring Agency, or (b) to protect and keep Confidential Information secret may result in Procuring Agency's seeking to obtain direct, special and/or incidental damages from Contractor.

ARTICLE 23 – CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's delivery of the Deliverables required hereunder. Contractor certifies that it has followed the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee.

ARTICLE 24 - RECORDS AND AUDIT

Contractor will maintain detailed time and expenditure records, which indicate the date, time, nature, and cost of the Deliverables rendered during this Agreement's term and will retain those records for a period of **three (3) years** from the date of Procuring Agency's final payment to Contractor hereunder. Contractor's records will be subject to inspection by Procuring Agency, DoIT's CIO, NMSPA, GSD, Department of Finance Authority, and the New Mexico State Auditor's Office. Procuring Agency will have the right to audit Contractor's billings prior and subsequent to each of Procuring Agency's payments made to Contractor. Procuring Agency's payment for the Deliverables hereunder will not foreclose Procuring Agency's right to recover Procuring Agency's payments made to Contractor or its affiliates against Contractor's excessive or illegal Payment Invoices, if any.

ARTICLE 25 - AMENDMENT

This Agreement will not be altered, changed, or amended except by an instrument in writing executed by the Parties. No amendment will be effective or binding unless approved by all of the State's and Contractor's approval authorities. Amendments are required for the following:

1. Deliverable requirements stated in the SOW;
2. Due Date of any Deliverable stated in the SOW only if due date change requires extension of Article 5 termination date;
3. Compensation for any Deliverable stated in the SOW;
4. Agreement Compensation, pursuant to Article 3; or
5. Agreement termination, pursuant to Article 6.

ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

- A. In the event 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 on the Project during the term of this Agreement, Contractor certifies, by signing this Agreement, to have in place, and agree to maintain for the term of this Agreement, health insurance for those employees and offer that health insurance to those employees in the event the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Contractor will 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. Contractor's records are subject to review and audit by a representative of the State.

- C. Contractor will advise Contractor's Employees concerning 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>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (statewide or agency price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against them); Contractor agrees those requirements will become applicable on the first day of the second month after Contractor reports its combined sales (to the State and, if applicable, to local public bodies in the event those sales are made pursuant to a statewide or agency price agreement) in the aggregated amount of \$250,000 or more.

ARTICLE 27 – SEVERABILITY, MERGER, SCOPE, ORDER OF PRECEDENCE

- A. Severability. The provisions of this Agreement are severable, and in the event for any reason, a clause, sentence, or paragraph of this Agreement is determined to be invalid by a court, agency or commission having jurisdiction over the subject matter hereof, such invalidity will not affect the other provisions of this Agreement, which will be given effect absent the invalid provision.
- B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees will be valid or enforceable unless stated in this Agreement.

ARTICLE 28 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement will be in writing and will be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or by email addressed to the other Party's Representative.

Notices will be addressed as follows:

For PROCURING AGENCY
Steven Lovato, Contract Manager
Medical Assistance Division
Steven.Lovato@state.nm.us
505-660-9806
1 Plaza La Prensa
Santa Fe, NM 87507

For CONTRACTOR

Lauren Wides, Contract Advisor
General Dynamics Information Technology
Lauen.wides@gdit.com
919-985-4842
2610 Wycliff Road, Suite 101
Raleigh, NC 27607

Any change made concerning either a change of address or a replacement of a Party's Representative must be made in an email or a hard copy letter addressed to the other Party's Representative.

ARTICLE 29 – GENERAL PROVISIONS

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

- will submit to the jurisdiction of the courts of the State over any and all such lawsuits arising hereunder.
- C. Waiver. A Party's failure to require strict performance of any provision of this Agreement will 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 hereunder will be effective unless made in writing, and no effective waiver by a Party of any of its rights will be effective to waive any of its other rights, duties, or obligations hereunder.
- D. Headings. Any and all headings within this Agreement are inserted for convenience and ease of reference and will not be considered in the construction or interpretation of any article, section, or provision of this Agreement or the SOW. Numbered or lettered provisions, sections and subsections contained herein refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.
- E. Dispute Resolution. In the event dispute arises between the Parties, either Party may send a letter to the other Party requesting the other Party to enter into a dispute resolution process, such as mediation or arbitration, in accordance with NMSA 1978 12-8A-1 through 12-8A-3.

ARTICLE 30 - SURVIVAL

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

ARTICLE 31 - TIME

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

ARTICLE 32 – FORCE MAJEURE

Neither Party will be liable for damages or have any right to terminate this Agreement for any delay or Default in performing hereunder in the event such delay or Default is caused by conditions beyond the Party's control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), war, insurrection and/or any other cause beyond the reasonable control of the Party whose performance is affected thereby.

ARTICLE 33 - DEBARMENT AND SUSPENSION

- A. Consistent with all applicable federal and/or state laws and regulations, as

applicable, and as a separate and independent requirement of this Agreement the Contractor certifies by signing this Agreement, that it and its principals, to the best of its knowledge and belief:

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

B. The Contractor's certification in Paragraph A, above, is a material representation of fact upon which the PROCURING AGENCY 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 Procuring Agency's Contract 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 Procuring Agency, the Procuring Agency 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 Procuring Agency when it requests subcontractor approval from the Procuring Agency. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state, or local department or agency, the Procuring Agency may refuse to approve the use of the subcontractor.

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

- A. The applicable definitions and exceptions to prohibited conduct and disclosures contained in 31 U.S.C. § 1352 and 45 C.F.R. Part 93, as applicable, are hereby incorporated by reference in subparagraph (B) of this certification.
- B. The Contractor, by executing this Professional Services Contract (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 contractor 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 Procuring Agency, termination of the Agreement.

ARTICLE 35 - NON-DISCRIMINATION

- A. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; and the Americans With Disabilities Act of 1990, Public Law 101-336; in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex, or marital status.
- B. This provision shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
- C. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation or be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert similar provisions in all subcontracts for services allowed under this Agreement under any program or activity.
- D. The Contractor agrees to provide meaningful access to services for individuals with Limited English Proficiency (LEP) in accordance with Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency."

ARTICLE 36 – DRUG FREE WORKPLACE

- A. Definitions. As used in this paragraph—
 - 1. "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act, 21 U.S.C § 812, and as further defined in regulation at 21 CFR §§ 1308.11 - 1308.15.
 - 2. "Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
 - 3. "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of

any controlled substance.

4. “Drug-free workplace” means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
5. “Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract. “Directly engaged” is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
6. “Individual” means a contractor that has no more than one employee including the contractor.

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

1. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establish an ongoing drug-free awareness program to inform such employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor’s policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph B. (1);
4. Notify such employees in writing in the statement required by subparagraph B. (1) of this clause that, as a condition of continued employment on this Agreement, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
5. Notify Procuring Agency in writing within 10 days after receiving notice under B. (4)(b) of this paragraph, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

6. Within 30 days after receiving notice under B.(4)(b) of this paragraph of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Taking appropriate personnel action against such employee, up to and including termination; or
 - b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
7. Make a good faith effort to maintain a drug-free workplace through implementation of B. (1) through B. (6) of this paragraph.
- C. The Contractor, if an individual, agrees by entering into this Agreement not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- D. In addition to other remedies available to the Procuring Agency, the Contractor's failure to comply with the requirements of subparagraph B or C of this paragraph will render the Contractor in default of this Agreement and subject the Contractor to suspension of payments under the Agreement and/or termination of the Agreement in accordance with paragraph 4, above.

ARTICLE 37 - FINDINGS AND SANCTIONS

- A. The Contractor agrees to be subject to the findings, sanctions and disallowances assessed or required as a result of audits pursuant to this agreement.
- B. The Contractor will make repayment of any funds expended by the Procuring Agency, subject to which an auditor acting pursuant to this Agreement finds were expended, or to which appropriate federal funding agencies take exception and request reimbursement through a disallowance or deferral based upon the acts or omissions of the Contractor that violate applicable federal statutes and/or regulations.
- C. If the Procuring Agency 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 Procuring Agency officials. If reconciliation is not possible, both parties shall present their view to the Director of the Administrative Services Division who shall determine whether continued payment shall be made.

ARTICLE 38 – PERFORMANCE

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

- A. All work will be performed under the supervision of the Contractor or the

Contractor's employees.

- B. The Contractor and the Contractor's employees with access to or who use Federal Tax Return Information (FTI) must meet the background check requirements defined in IRS Publication 1075.
- C. The Contractor agrees that, if Federal Tax Information (FTI) is introduced into Contractor's information systems, work documents, and /or other media by written agreement, any FTI as described in 26 U.S.C. § 6103, limited to FTI received from, or created on behalf of Procuring Agency by Contractor; Protected Health Information (PHI) as defined in 45 C.F.R. § 160.103, limited to PHI received from or created on behalf of Procuring Agency 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 Procuring Agency by Contractor pursuant to the Services; collectively referred to hereafter as Confidential Information made available to Contractor shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and will not be divulged or made known in any manner to any person or entity except as may be necessary in the performance of this contract. Inspection by, or disclosure to, any person or entity other than an officer, employee, or Business Associate is prohibited.
- D. All returns and return information will be accounted for upon receipt and properly stored 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.
- E. The Contractor certifies that the data processed during the performance of this Agreement will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all electronic data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosure.
- F. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the Procuring Agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the Procuring Agency, or his or her designee, with a statement containing the date of destruction, description of material destroyed, and the method used.
- G. All computer systems processing, storing, or transmitting Confidential Information including FTI must meet the requirements defined in IRS Publication 1075, HIPAA Privacy Rule (45CFR Part 160 and Subparts A and E of Part 164), HIPAA Security Rule (45C.F.R. 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 environment must provide 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 including FTI.

- H. No work involving Confidential Information including FTI furnished under this Agreement will be subcontracted without prior written approval of the IRS and Procuring Agency.
- I. The Contractor will maintain a list of employees with authorized access to Confidential Information including FTI. Such list will be provided to the Procuring Agency and, upon request, to the IRS reviewing office.
- J. The Procuring Agency will have the right to void the Agreement if the Contractor fails to provide the safeguards described above in Article 38(A) – (I).
- K. All incidents affecting the compliance, operation, or security of the Procuring Agency's Confidential Information including FTI must be reported to the Procuring Agency. The Contractor shall notify the Procuring Agency of any instances of security or privacy breach issues or non-compliance promptly upon their discovery, but no later than a period of 24 hours (as stated above). Notification shall include a description of the privacy and security non-compliance issue and corrective action planned and/or taken.
- L. The Contractor must provide the Procuring Agency 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 Personally Identifiable Information (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.
- M. The Procuring Agency will have the right to seek remedies consistent with the liability terms of this Agreement and/or terminate the Agreement if the Contractor and/or Business Associate fails to provide the safeguards or to meet the security and privacy requirements to safeguard FTI, PHI, and PII as described above, consistent with the liability and/or termination clauses herein.
- N. 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 Procuring Agency. 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, and

- subcontractors agree to the extension of all protections, limitations, and restrictions required of Business Associate hereunder.
- O. Procuring Agency Personally Identifiable Information (PII) cannot be accessed by Procuring Agency employees, agents, representatives, or contractors located offshore, outside of the United States territories, embassies, or military installations. Further, Procuring Agency PII may not be received, processed, stored, transmitted, or disposed of by information technology (IT) systems located offshore.

ARTICLE 39 - CRIMINAL/CIVIL SANCTIONS

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 Procuring Agency 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 Procuring Agency'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.

ARTICLE 40 – INSPECTION

The Procuring Agency 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.

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

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

B. The Contractor is responsible for causing each of its employees, agents or

subcontractors who provide services under this Agreement to be properly licensed, certified, and/or have proper permits to perform any activity related to the Scope of Work of this Agreement and Exhibit A.

C. If the Contractor's performance of its obligations under the terms of this agreement qualifies it as a Business Associate of the Procuring Agency as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, the Contractor agrees to execute the Procuring Agency 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 for HIPAA. Remaining BAA clauses with revisions impacting the Agreement would utilize the change and/ or contract management process.

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

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 as far as they apply to Contractor's processing or storage of Procuring Agency's Confidential Information or other data:

1. The Federal Information Security Management Act of 2002 (FISMA);
2. The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
3. The Health Information Technology for Economic and Clinical Health Act (HITECH Act);
4. Electronic Information Exchange Security Requirements, Guidelines, And Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration; and
5. NMAC 1.12.20, *et seq.* "INFORMATION SECURITY OPERATION MANAGEMENT."

ARTICLE 43 ENFORCEMENT

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

ARTICLE 44 AUTHORITY

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

ARTICLE 45 MEDIA

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

ARTICLE 46 FEDERAL CLEAN AIR AND WATER ACT

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to the Procuring Agency and the Regional Office of the Environmental Protection Agency (EPA).

ARTICLE 47 FEDERAL LICENSE

In compliance with federal funding provisions supporting this contract, the following conditions will apply to both Procuring Agency procurement of, or subscription to, Contractor's software. General. The Procuring Agency will have all ownership rights or copyright options in software, or modifications thereof, and associated documentation which is designed, developed, or installed with federal financial participation.

- A. Federal License. The Contractor shall deliver to the affiliated federal department supporting this contract a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes, such software, modifications, and documentation.
- B. Proprietary Software. The Contractor shall not be subject to the federal license or federal ownership provisions for proprietary operating/vendor software packages which are provided at established catalog or market prices and sold or leased to the general public.
- C. Software as a Service. For Software as a Service which provides the Procuring Agency a subscription to Contractor's proprietary applications or services, the Contractor shall provide the Procuring Agency change or configuration documentation related to Procuring Agency and/or federal compliance directives, policies, operation requirements, and/or statutory or regulatory requirements. Software as a Service is not subject to the federal license or federal ownership provisions as stated above.
- D. Data. The Procuring Agency and the federal government shall have the right to obtain, reproduce, publish, or otherwise use the data produced under this contract and authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which will be deemed to be a true and original signature hereunder.

By: David R. Scrase, M.D. Date: 12/30/2022
DocuSigned by:
9DBE7D7D4B63422...
 David R. Scrase, MD, HSD, Cabinet Secretary

By: Lauren Wides Date: 12/23/2022
DocuSigned by:
3BEBDAEB02964D4...
 Lauren Wides, GDIT, Contract Advisor

By: Sean Pearson Date: 12/27/2022
DocuSigned by:
54469ED24CE24E9...
 Sean Pearson, HSD, Chief Information Officer

Approved for legal sufficiency: Paul Ritzma Date: 12/27/2022
DocuSigned by:
5709D277B0FC4AA...
 Paul Ritzma, HSD, General Counsel

Approved for financial sufficiency: Carolee A. Graham Date: 12/27/2022
DocuSigned by:
EB15A98045214DA...
 Carolee Graham, HSD, Acting Chief Financial Officer

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

BTIN: 03-559315-00-6

Taxation and Revenue is only verifying registration and will not confirm or deny taxability statements contained in this contract.

By: Juanita Stroud Date: 12/30/2022
 Taxation & Revenue Department

Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

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

By: Peter Mantos Date: 12/30/2022
DocuSigned by:
BA22C69B847E4DC...
 Peter Mantos, Cabinet Secretary Designee and State Chief Information Officer

Department of Information Technology

This Agreement has been approved by the General Services Department, Contracts Review Bureau:

By: [Signature] Date: January 3, 2023
 Effective December 30, 2022

EXHIBIT A – SCOPE OF WORK

I. Purpose:

The purpose of this Agreement is to engage the services of the Contractor to

- (1) develop a Centers for Medicare and Medicaid Services (CMS) compliant system that functions as the Benefit Management Services (BMS) module to meet the Procuring Agency's business needs (Deliverables 1-9) and
- (2) provide comprehensive Benefit Management Services (BMS) services including but not limited to:

- a. Simplified and automated Provider enrollment functions including Enterprise wide credentialing, licensure and eligibility criteria;
- b. Simplified and automated Provider reenrollment functions, including proactively monitoring Enterprise wide credentialing, licensure and eligibility criteria;
- c. Provide support, education, communication, and assistance;
- d. Enhancement of Provider network availability through ongoing analysis and outreach;
- e. Workflow including alerts, notifications, routing, automated follow up, task assignment and resolution;
- f. Maintain and act on information relating to all pending and active provider sanctions or other adverse actions taken across the Enterprise or by other State or Federal authorities, including Medicare contractors, Medicaid agencies, and Children's Health Insurance Programs (CHIP);
- g. Enroll, monitor, and track Presumptive Eligibility Determiner (PED) training and certification requirements, including required comprehension test score requirements, monitor, track and report PED performance;
- h. Implement and track an automated appeal process for eligibility or enrollment denials, suspensions, or other adverse actions from initial appeal/complaint to Fair Hearing outcomes (as applicable);
- i. Integrate with the Enterprise for Data Exchange and Reporting Services; and

- (3) comply with accepted standards

- a. that promote interoperability across the HHS 2020 Framework and
- b. that support successful Service Oriented Architecture (SOA) compliant integration with other Medicaid Management Information System Replacement (MMISR) modules and services,
- c. the Business Transformation Council (BTC) journeys; and
- d. other Procuring Agency approved systems or contractors' services;

- (4) pursuant to Article 47, deliver the Software as a Service (SaaS) listed below in (a) through (d). Any future products will be identified by the Contractor as a SaaS product prior to delivery/deployment. The products that will be delivered are:

- a. Digital Harbor Know Your Provider (KYP)
- b. Survey Monkey
- c. Skillsoft

d. InContact

- (5) provide a solution which is a continuation and transition of current services;
- (6) adhere to and comply with the requirements contained within the RFP including the BMS Statement of Work (APPENDIX H) and the BMS Detailed Requirements (APPENDIX G), which may be found at: under Closed RFPs in the Procurement Library <https://webapp.hsd.state.nm.us/Procurement/> Performance Measure (Appendix K),
- (7) RFP Appendices posted on the Procuring Agency Procurement Site located at: <https://webapp.hsd.state.nm.us/Procurement/>.
- (8) The following new services were proposed in the RFP response by the Contractor as Benefit Management Services (BMS) components and are accepted by the State to be incorporated into the Contract and the SOW with compensation and start times for these new services and as executed through a contract Amendment. The Contractor and Procuring Agency will agree in writing to amend this PSC to have the Contractor perform the agreed upon services with the start date for such services commencing upon Amendment execution:
 - 1) Benefit Plan Design
 - 2) Member Management
 - 3) Utilization Review/Management

Certified Project Name: Medicaid Management Information System Replacement Project.

(9) Performance Measures:

The Procuring Agency will monitor and report upon the following Performance Measures, per this agreement:

- 1. The Contractor shall coordinate its project or program management functions in alignment with the Procuring Agency project controls.
- 2. The Contractor shall develop appropriate training and operations documentation, in accordance with the CMS Enterprise Project Life Cycle requirements, for all Provider Management components.
- 3. The Contractor shall, on an ongoing basis, maintain a proactive approach to security and operational requirements required by Federal or State regulations.
- 4. The Contractor shall maintain general staff resources (including staff, training, onboarding, and ongoing competence as defined by Procuring Agency) required to meet the Procuring Agency's requirements to

maintain the Provider Management module and affiliated services.

5. The Contractor shall provide all the support necessary to operate and maintain its business services over the contract life, including creating and maintaining required documentation.
6. The Contractor shall collaborate with the Human Services Department (HSD) and the MMISR Independent Verification and Validation (IV&V) Contractor through the CMS Medicaid Management Information System (MMIS) project, certification process and operations.
7. The Contractor shall maintain proper quality control and continuous process improvement throughout the contract period. The Contractor shall provide accurate measures in all reports. The Contractor shall monitor and assess performance and identify potential quality issues. The Contractor shall consult with the Procuring Agency and correct all quality issues within an agreed upon time frame. All quality issues will be reported and resolved in accordance with
8. performance SLA in appendix K. The Contractor shall provide ongoing quality management initiatives subject to the Procuring Agency approval.
9. The Contractor shall adhere to service level agreements (SLA) as set forth in the Request for Proposal (RFP) and addendums.
10. The Contractor shall adhere to the standards and protocols adopted by the Health and Human Services (HHS) Secretary under section 1104 and section 1561 of the Affordable Care Act (ACA).
11. The Contractor shall use a modular approach that is design-independent and has modules that can be changed without extensive impact. The modular approach is intended to create a framework aligned with Medicaid Information Technology Architecture (MITA) Version 3.0, which supports New Mexico's goal of operating Medicaid functions at a MITA maturity level four (4) in all business and technical areas, as outlined in the MITA State Self-Assessment. The Procuring Agency expects the Contractor to achieve automation to the fullest extent, comply with established industry standards; and make improvements in timeliness, accuracy and customer satisfaction, and the development and implementation of regional/interstate standards and interfaces.
12. The Contractor shall ensure adherence to the Outcomes Based Certification (OBC) requirements as agreed to with the Procuring Agency and the CMS Seven Conditions and Standards (SCS) as shown in the procurement library.

(10) Activities.

The activities to be performed and reported in support of this agreement are as follows:

1. Contractor shall coordinate its activities and resources with the Procuring Agency to present Benefit Management Service module performance reports and updates to stakeholders, legislative committees, or other Procuring Agency information commitments.
2. Contractor shall participate with Procuring Agency, and other module contractors and other Enterprise Partners (e.g., Aging and Long-Term Services Department [ALTSD], Children, Youth, and Families Department [CYFD], Department of Health [DOH], Early Childhood Education and Care Department [ECECD]), in approved activities to improve services to Procuring Agency customers and stakeholders.
3. Contractor shall achieve all deliverable outcomes of Benefit Management Services as defined by the contract to function with the Procuring Agency integration platform (IP).
4. Contractor shall periodically evaluate its staffing to confirm proficiency with Procuring Agency business tools to meet contract or project deadlines or performance levels.
5. Contractor shall update the Procuring Agency system development efforts related to hardware or software modifications in the service- oriented architecture.
6. Contractor shall maintain, as approved by the Procuring Agency, the contract activities, deliverable quality, project management practices, and administrative support required for contract performance in a timely and complete manner.
7. Contractor shall comply with Procuring Agency data governance processes, and Data Governance Council (DGC) initiatives, to ensure data accuracy and completeness.
8. The Contractor shall provide weekly and monthly project management reports which aligns with schedule, budget, scope, quality, resources, technical performance, operational performance, risks/issues, schedule metrics and status in terms of Cost Performance Indicator (CPI) and Schedule Performance Indicator (SPI), and recent and upcoming deliverable and milestone status.
9. The Contractor shall participate in the MMISR project working meetings such as Data Management Workgroup (DMW), Change Control Board (CCB), Risks & Issues, and adhere to EPMO plans and policies.

II. The Deliverables:

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

The retainage associated with each Deliverable (Deliverables 1-8 below, excluding Deliverable 9) shall be released by the Procuring Agency upon acceptance of the Contractor's proposed and Procuring Agency approved Deliverables identified therein.

A. Deliverable Number 1 Project Management Plans and Documentation

<u>Deliverable One</u>	<u>Due Date</u>	<u>Compensation</u>
<u>Project Management Plans and Documentation</u>	No Later Than the End of Month 5 From Date of Contract Execution	Total Compensation Not to exceed \$4,210,062.00 including NMGRT to be paid upon acceptance, less 20% Retainage of \$842,012.40.

Task Item	Sub Tasks	Description
		Project Management Plans: ID P001-P027 Invoice due no later than month two (2) after notification of contract approval.
PM Plans	P001	The Contractor shall integrate the solution with the HHS 2020 processes and standards necessary to meet Federal and Procuring Agency regulatory and policy requirements and comply with the following Procuring Agency, Enterprise Project Management Office (EPMO), and System Integrator (SI) project management plans:
PM Plans	P002	· Requirements Management Plan
PM Plans	P003	· Requirements Traceability Matrix
PM Plans	P004	· Business Services Management Plan
PM Plans	P005	· Quality Management and Assessment
PM Plans	P006	· Schedule Management and Release Planning
PM Plans	P007	· Communications Management Plan
PM Plans	P008	· Change Management Plan

Task Item	Sub Tasks	Description
PM Plans	P009	· Risk, Issue and Action Item Management
PM Plans	P010	· Test Planning and Performance
PM Plans	P011	· Configuration Management Plan
PM Plans	P012	· Data Conversion Planning
PM Plans	P013	· Security Management/Privacy Planning
PM Plans	P014	· WBS/Schedule and Reporting
PM Plans	P015	· Staffing and Training Plans
PM Plans	P016	· Training Management Plan
PM Plans	P017	· Business Continuity, Backup and Disaster Recovery Planning and Testing
PM Plans	P018	· Implementation/Migration/Transition Planning
PM Plans	P019	· Meeting Planning and Administration
PM Plans	P020	· Document/Deliverable Management
PM Plans	P021	· Disengagement Transition Planning
PM Plans	P022	The Contractor shall additionally provide a Deliverable Expectation Document (DED) and Contractor specific addendum to each plan as required by the Procuring Agency. Addendums will be required for approval by the Procuring Agency if the Contractor requests to deviate from any of the Project Management Plans.
PM Plans	P023	The Contractor shall comply with the enterprise lifecycle management plans and create their own addendums to the plans listed above that are in alignment with their business solutions.
PM Plans	P024	The Contractor shall deliver customer-specific plans, designs, data, documentation, test cases and results, and implementations for review and acceptance by the Procuring Agency.
PM Plans	P025	The Contractor shall comply with the Change Control Governance overseeing the multiple environments (Development through to Production), the HHS 2020 project follows a formal System Development Life Cycle (SDLC). Details of this governance can be found in the PMO10 Change Control Management Plan, PMO11 Configuration Management Plan, PMO14 Test Management Plan PMO20 Release Strategy Plan and PMO37 Configuration and Continuous Integration Services Plan.
Project Management	P026	The Contractor shall store all Project artifacts and documents on the Procuring Agency Microsoft SharePoint site.
Project Management	P027	The Contractor shall engage Stakeholders to ensure that business needs and requirements are met throughout all phases of the project and during operations and maintenance.
		Cost Allocation Plan: ID P028 Invoice due no later than month three (3) after notification of contract approval.
Cost Allocation Plan	P028	The Contractor shall allocate costs for non-Medicaid use of the MMIS according to a CMS approved Cost Allocation Plan and in accordance with direction from the Procuring Agency.
		Test Plans: ID P029-PO33 Invoice due no later than month three (3) after notification of contract approval.
Test Plan	P029	The Contractor shall provide for each of the workstreams a test management plan with associated deliverables assuming they happen independently. If any of the workstreams are to be combined, the testing deliverables can be combined as permitted.

Task Item	Sub Tasks	Description
Test Plan	P030	The Contractor Testing activities, deliverables and processes are governed by the overarching EPMO Testing Management Plan (approved and available in the Procuring Agency's SharePoint). Additional testing phases and activities not specifically called out in the Contractor's Test Management Plan but included in the EPMO Test Management Plan needs to be covered by the Provider Management Contractor.
Test Plan	P031	The Contractor shall coordinate with other module contractors/SI contractor for any interdependencies in testing activities and deliverables.
Test Plan	P032	The Contractor shall develop an appropriate Test Plan and Final Test Plan.
Test Plan	P033	The Contractor shall provide a comprehensive Test Plan for testing of all BMS components which comply with the content requirements found in the BMS RFP.
		Training Plans: ID P034-P044 Invoice due no later than month three (3) after notification of contract approval.
Training Plan	P034	The Contractor shall provide to the Procuring Agency and implement a Training Plan, with DED, that includes at a minimum:
Training Plan	P035	· Outlines the proposed classes and curriculum for each in-person and online class.
Training Plan	P036	· Provides a content outline to guide development of online (e.g., self-led tutorials, learning management systems [LMS], distance eLearning, instructor led WebEx) training and classroom materials.
Training Plan	P037	· Identifies attendees and instructors.
Training Plan	P038	· Provides a training schedule and sign-up capability.
Training Plan	P039	· Provides role-based User training and support.
Training Plan	P040	· Describes the process for accessing Contractor Subject Matter Expert(s) (SMEs) for training assistance.
Training Plan	P041	· Provides a mechanism for tracking completion of training and assistance.
Training Plan	P042	· Provides on-going training as needed such as Contractor service/solution changes.
Training Plan	P043	· Use a flexible, multi-faceted approach and schedule for end-user and technical systems operation/configuration/ administration training, such as interactive computer-based training, classroom instruction, hands-on materials, etc.
Training Plan	P044	· Development and maintenance of web-based training for providers utilizing interactive applications and how it will use provider type specific communications to deliver educational materials.
		Business Continuity Plan: ID P045-P050 Invoice due no later than month four (4) after notification of contract approval.
Business Continuity Plan	P045	The Contractor shall develop, document, coordinate and implement a comprehensive Business Continuity Plan that complies with Procuring Agency and Federal standards, integrates with the SI Contractor's consolidated Business Continuity and Recovery plan and process, and performs the following:
Business Continuity Plan	P046	· Identifies essential organizational missions and business functions and associated contingency requirements.
Business Continuity Plan	P047	· Provides recovery objectives, restoration priorities, and metrics.

Task Item	Sub Tasks	Description
Business Continuity Plan	P048	· Addresses contingency roles, responsibilities, assigned individuals with contact information.
Business Continuity Plan	P049	· Addresses maintaining essential organizational missions and business functions despite an information system disruption, compromise, or failure.
Business Continuity Plan	P050	· Addresses eventual, full information system restoration without deterioration of the security safeguards originally planned and implemented.
		Disaster Recovery Plan: ID P051-P062 Invoice due no later than month four (4) after notification of contract approval.
Disaster Recovery Plan	P051	The Contractor shall develop, document, coordinate and implement a comprehensive Disaster Recovery Plan that both integrates with the SI Contractor's consolidated Business Continuity and Disaster Recovery plan and process and commits the Contractor to the following:
Disaster Recovery Plan	P052	· Performance and storage of incremental and full system backups in accordance with Procuring Agency backup and retention policies.
Disaster Recovery Plan	P053	· Development, documentation, coordination, and implementation of a comprehensive Disaster Recovery Plan that includes a secondary DR site. This Plan must address all CMS, DoIT, HSD and other applicable Procuring Agency requirements.
Disaster Recovery Plan	P054	· Performance and management of all system backup activities in accordance with the State's policies and requirements, including regular testing of restore procedures and performing capacity management related to backup files.
Disaster Recovery Plan	P055	· Plan and lead an end-to-end disaster recovery exercise for all Benefit Management Services components at least annually and participate in the Enterprise end-to-end disaster recovery exercise that includes failover of all components.
Disaster Recovery Plan	P056	· Compliance with Procuring Agency and Federal document retention requirements.
Disaster Recovery Plan	P057	· Maintenance of a secure and fully replicated recovery version of its Solution at the State's non-production data center.
Disaster Recovery Plan	P058	· Disaster avoidance, critical partner communications, execution of appropriate business continuity and disaster recovery activities upon discovery of a failure.
Disaster Recovery Plan	P059	· Timely recovery after a failure, with the ability to successfully roll back to a previous state based upon Procuring Agency -defined timelines.
Disaster Recovery Plan	P060	· Use of all necessary means to recover or generate lost system data (at Contractor's expense) as soon as possible, but no later than one (1) calendar day from the date the Contractor learns of a loss.
Disaster Recovery Plan	P061	· Meeting Recovery Point Objectives (RPO), as defined by the State, to ensure that no data within the RPO window will be lost.
Disaster Recovery Plan	P062	· Meeting Recovery Time Objectives (RTO), as defined by the State, to ensure that its Solution is available within that timeframe.
Disaster Recovery Plan	P063	· The BCP must comply with CMS requirements and the SLAs defined in Appendix K - HHS 2020 Performance Measures.
		Incident Response Plan: ID P064- P068 Invoice due no later than month five (5) after notification of contract approval.

Task Item	Sub Tasks	Description
Incident Response Plan	P064	The Contractor will develop an Incident Management Plan and demonstrates how it will proficiently manage the monitoring, capturing, managing resolving and closing of incidents in the SI Contractor's work and oversee and advise on module Contractor's incidents and interdependencies. The plan will include the following categories of information
Incident Response Plan	P065	· The contractor's approach to leading, implementing, and conducting the processes described in this plan
Incident Response Plan	P066	· How the contractor's resources will be integrated into the processes described in this plan.
Incident Response Plan	P067	· How the contractor's monthly status report will account for the contractor's execution and progress of contractor roles and duties under this plan.
Incident Response Plan	P068	· The contractor's role in maintaining and updating this plan.
		Privacy Impact Analysis: ID P069-P074 Invoice due no later than month five (5) after notification of contract approval.
Privacy Impact Analysis	P069	The Privacy Impact Analysis documents the Module Contractor' requirement to demonstrate their adherence to the requirements and standards from this template by documenting their approach in the CMS required format. The Contractor shall develop a Privacy Impact Analysis that:
Privacy Impact Analysis	P070	· Identifies the specific types of confidential, restricted, and public data that the Contractor will collect, secure, share, store, use, process, disclose, or disseminate.
Privacy Impact Analysis	P071	· Analyzes the privacy risks associated with maintaining that information, and subsequently documents the results of analysis.
Privacy Impact Analysis	P072	· Contains privacy and security policies, procedures, and standards for its business partners and other third parties and the agreements that bind these entities, incident handling procedures, and privacy and/or security awareness programs and materials for its workforce.
Privacy Impact Analysis	P073	· Outlines the legal environment as specified by HSD (legal authorities and Federal/Procuring Agency privacy laws) that needs to be addressed for privacy of data.
Privacy Impact Analysis	P074	· Conforms to the CMS required format.
		Security Certification & Accreditation: ID P075- P086 Invoice due no later than month five (5) after notification of contract approval.
Security Certification & Accreditation	P075	The Contractor shall produce Certification and Accreditation documentation compliant with the CMS requirements for CMS certification. The documentation shall cover six (6) distinct phases to form a continuous security management practice. The documentation elements and sequence shall be as follows below:
Security Certification & Accreditation	P076	· Certification and Accreditation Cover Memo
Security Certification & Accreditation	P077	· Table of Contents

Task Item	Sub Tasks	Description
Accreditation		
Security Certification & Accreditation	P078	· Executive Summary
Security Certification & Accreditation	P079	· Security Certification Form
Security Certification & Accreditation	P080	· System Security Plan (SSP)
Security Certification & Accreditation	P081	· Information Security Risk Assessment (ISRA)
Security Certification & Accreditation	P082	· Contingency Plan (CP)
Security Certification & Accreditation	P083	· Test of the CP
Security Certification & Accreditation	P084	· Security Test & Evaluation (ST&E) Report
Security Certification & Accreditation	P085	Plan of Action and Milestones
Security Certification & Accreditation	P086	The Contractor shall be familiar with current applicable State and Federal policies, program standards, and guidelines.
		System Risk Assessment: ID P087-P102 Invoice due no later than month five (5) after notification of contract approval.
System Risk Assessment	P087	The Contractor shall develop a System Risk Assessment that:
System Risk Assessment	P088	· Provides structured identification of risk exposure for the BMS Module;
System Risk Assessment	P089	· Addresses threats, vulnerabilities, risks, and
System Risk Assessment	P090	· Recommends appropriate safeguards (management, operational, and technical controls) in support of continued business operations.
System Risk Assessment	P091	The Contractor shall provide the Procuring Agency a no less than annual report from a qualified, independent, external IT Security Contractor for a

Task Item	Sub Tasks	Description
		Vulnerability Assessment and Network Penetration Test covering all Contractor and subcontractor networks that will access Procuring Agency data and information.
System Risk Assessment	P092	The Contractor shall assure that no Procuring Agency data will reside offshore nor will any Contractor staff offshore access Procuring Agency data.
System Risk Assessment	P093	The Contractor shall provide the knowledge, skills, abilities, staff support, and other related resources necessary to conduct the following Risk Management Framework (RMF) related services:
System Risk Assessment	P094	<ul style="list-style-type: none"> Prepare services and resources necessary for RMF
System Risk Assessment	P095	<ul style="list-style-type: none"> Categorize Information Systems
System Risk Assessment	P096	<ul style="list-style-type: none"> Select Security Controls
System Risk Assessment	P097	<ul style="list-style-type: none"> Implement Security Controls
System Risk Assessment	P098	<ul style="list-style-type: none"> Assess Security Controls
System Risk Assessment	P099	<ul style="list-style-type: none"> Authorize Information System
System Risk Assessment	P100	<ul style="list-style-type: none"> Monitor Security Controls
System Risk Assessment	P101	<ul style="list-style-type: none"> Other RMF Related Services
System Risk Assessment	P102	The Contractor shall follow the issue resolution process for any identified vulnerability or issue identified throughout the RMF. Issue resolution is used to communicate issues to key stakeholders and document risk-based decisions to include risk acceptance, correcting vulnerabilities and retesting, or creating a Plan of Action and Milestones (POA&M). Issue resolution provides an audit trail, accelerates the RMF, and documents management accountability.
		System Security Plan: ID P103-P105 Invoice due no later than month five (5) after notification of contract approval.
System Security Plan	P103	The Contractor shall develop a System Security Design Plan (SSP) specific to the Benefit Management Services module that is compliant with the security plans defined by the Procuring Agency and those defined by the SI Contractor. The initial version will be completed one-hundred eighty (180) days after the design. All components of the Contractor's solution have to comply with the Procuring Agency SSP.
System Security Plan	P104	Part A of the SSP shall provide a summary description of the Benefit Management Services module and of the associated security architectures and components. SSP Part B and Part C shall document security and privacy controls, respectively, that will be implemented to protect the Benefit Management Services module. SSP Part D shall contain attachments that support the information provided in SSP Parts A and B.
System Security Plan	P105	The Security Plan shall outline how its proposed services align and comply with all HIPAA Privacy and Security Compliance Regulations (e.g., HITECH, HIPAA, Addendum 14 - HHS 2020 Security Privacy and Standards, Addendum 21 – HHS 2020 Security and Standards).
Review and	P106	All work conducted as part of the Deliverable shall be presented to the

Task Item	Sub Tasks	Description
Acceptance		Procuring Agency for review and acceptance.

B. Requirements Validation

Deliverable Two	Due Date	Compensation
<u>Requirements Validation</u>	No Later Than End of Month 5 From Date of Contract Execution	Total Compensation Not to Exceed \$2,526,306.00 Including NMGR to be paid upon acceptance, less 20% Retainage of \$505,261.20

Task Item	Sub Tasks	Description
		Requirements Validation: ID R001-R006 and Exhibit C Invoice due no later than month three (3) after notification of contract approval.
Requirements Validation	R001	As a prerequisite to beginning requirements analysis and design activities, the Contractor shall conduct a detailed review of the BTC journeys applicable to the solution; analyze how the SOW requirements and base solution capabilities support the Procuring Agency vision; and deliver to the Procuring Agency a detailed assessment of how the solution meets BTC journey requirements while identifying potential gaps and remediation options. Further, the Contractor shall structure the Requirements review, traceability, design/configuration, development, and testing with a focus on the Procuring Agency Business Processes as documented in the BTC journeys.
Requirements Validation	R002	The Contractor shall review the output of the Unified Portal Human Centered Design workshop, February 2022, which collated provider reports of pain points and ideas to improve provider enrollment and evaluate the output for its solution planning and design.
Requirements Validation	R003	The Contractor shall perform the requirements/design activities as covered in the Project Management deliverable.
Requirements Validation	R004	The Contractor shall construct requirements and design documentation (including configuration) referencing the RFP, details from the Proposal Response, SOW, and any additional clarification derived throughout the Joint Application Requirements (JAR) sessions. To support effective and efficient traceability, JAMA is the requirements management tool for use.
Requirements Validation	R005	Further, the Contractor shall structure the Requirements review, traceability, design/configuration, development, and testing with a focus on the Procuring Agency Business Processes as documented in the BTC journeys.
Requirements Specification Document – Exhibit C	R006	For the functional requirements listed in Exhibit C, the Contractor will create and submit a Requirements Specification Document (RSD) to the Procuring Agency for their approval. For each requirement, the RSD will document how the Contractor's solution either meets the requirement without configuration, or at a high-level how the solution needs to be configured to meet the requirement.
		Requirements Specification: ID R007 Invoice due no later than month four (4) after notification of contract approval.
Requirements Specification	R007	For the functional requirements listed in Exhibit D, the Contractor will create and submit a RSD to the Procuring Agency for their approval. For each requirement,

Document – Exhibit D		the RSD will document how the Contractor’s solution either meets the requirement without configuration, or at a high-level how the solution needs to be configured to meet the requirement.
		Requirements Specification: ID R008 Invoice due no later than month five (5) after notification of contract approval.
Requirements Specification Document – Exhibit E	R008	For the functional requirements listed in Exhibit E, the Contractor will create and submit a RSD to the Procuring Agency for their approval. For each requirement, the RSD will document how the Contractor’s solution either meets the requirement without configuration, or at a high-level how the solution needs to be configured to meet the requirement.

C. Design

<u>Deliverable Three</u>	<u>Due Date</u>	<u>Compensation</u>
<u>Design</u>	No Later Than End of Month 9 From Date of Contract Execution	Total Compensation Not to exceed \$2,526,306.00 Including NMGR to be paid upon acceptance, less 20% Retainage of \$505,261.20

Task Item	Sub Tasks	Description
		Requirements Validation: ID AB104-AB108 and Exhibit C: ID AB109 Invoice due no later than month seven (7) after notification of contract approval.
Requirements Validation	AB104	As a prerequisite to beginning requirements analysis and design activities, the Contractor shall conduct a detailed review of the BTC journeys applicable to the solution; analyze how the SOW requirements and base solution capabilities support the Procuring Agency vision; and deliver to the Procuring Agency a detailed assessment of how the solution meets BTC journey requirements while identifying potential gaps and remediation options. Further, the Contractor shall structure the Requirements review, traceability, design/configuration, development and testing with a focus on the Procuring Agency Business Processes as documented in the BTC journeys.
Requirements Validation	AB105	The Contractor shall review the output of the Unified Portal Human Centered Design workshop, February 2022, which collated provider reports of pain points and ideas to improve provider enrollment and evaluate the output for its solution planning and design.
Requirements Validation	AB106	The Contractor shall perform the requirements/design activities as covered in the Project Management deliverable.
Requirements Validation	AB107	The Contractor shall construct requirements and design documentation (including configuration) referencing the RFP, details from the Proposal Response, Statement of Work (SOW), and any additional clarification derived throughout the Joint Application Requirements (JAR) sessions. To support effective and efficient traceability, JAMA is the requirements management tool for use.
Requirements Validation	AB108	Further, the Contractor shall structure the Requirements review, traceability, design/configuration, development and testing with a focus on the Procuring Agency Business Processes as documented in the BTC journeys.
Design Specification Document – Exhibit C	AB109	For the functional requirements listed in Exhibit C, the Contractor will create and submit a Design Specification Document (DSD) to the Procuring Agency for their approval. For each requirement where the Contractor's solution needs configuration to meet the requirement, the DSD will document needed configuration.
		DSD: ID Exhibit D, ID AB110 Invoice due no later than month eight (8) after notification of contract approval.
Design	AB110	For the functional requirements listed in Exhibit D, the Contractor will create

Specification Document – Exhibit D		and submit a DSD to the Procuring Agency for their approval. For each requirement where the Contractor’s solution needs configuration to meet the requirement, the DSD will document needed configuration.
		DSD: ID Exhibit E, ID AB111 Invoice due no later than month nine (9) after notification of contract approval.
Design Specification Document – Exhibit E	AB111	For the functional requirements listed in Exhibit E, the Contractor will create and submit a DSD to the Procuring Agency for their approval. For each requirement where the Contractor’s solution needs configuration to meet the requirement, the DSD will document needed configuration.

D. Configuration

Deliverable Four	Due Date	Compensation
<u>Configuration</u>	No Later Than End of Month 13 From Contract Execution Date	Total Compensation Not to exceed \$2,526,306.00 Including NMGR to be paid upon acceptance, less 20% Retainage of \$505,261.20

Task Item	Sub Tasks	Description
		Configuration Report, Exhibit C, K001 Invoice due no later than month eleven (11) after notification of contract approval.
Configuration Report – Exhibit C	K001	For the functional requirements listed in Exhibit C, the Contractor will create and submit a Configuration Report to the Procuring Agency for their approval. For each requirement where the DSD described a needed configuration, the Configuration Report will summarize the unit testing and document when that configuration was released into the System Test environment.
		Configuration Report, Exhibit D, K002 Invoice due no later than month twelve (12) after notification of contract approval.
Configuration Report – Exhibit D	K002	For the functional requirements listed in Exhibit D, the Contractor will create and submit a Configuration Report to the Procuring Agency for their approval. For each requirement where the DSD described a needed configuration, the Configuration Report will summarize the unit testing and document when that configuration was released into the System Test environment.
		Configuration Report, Exhibit E, K003 Invoice due no later than month thirteen (13) after notification of contract approval.
Configuration Report – Exhibit E	K003	For the functional requirements listed in Exhibit E, the Contractor will create and submit a Configuration Report to the Procuring Agency for their approval. For each requirement where the DSD described a needed configuration, the Configuration Report will summarize the unit testing and document when that configuration was released into the System Test environment.

E. Testing

Deliverable Five	Due Date	Compensation
<u>Testing</u>	No Later Than End of Month 16 From Contract Execution Date	Total Compensation Not to exceed \$1,010,414.00 Including NMGR to be paid upon acceptance, less 20% Retainage of \$ 202,082.80

Task Item	Sub Tasks	Description
		Testing Prep: ID AC100-AC102 Invoice due no later than month thirteen (13) after notification of contract approval.
Testing Prep	AC100	The Contractor shall develop Test Scripts (both Functional and Automated) during the Test Design phase.
Testing Prep	AC101	As part of Test Data Preparation, Contractor shall ensure the use of de-identified data (through an appropriate de-identification mechanism approved by the Procuring Agency equivalent to the State's DuDE tool). The Procuring Agency will allow the use of production data in lower environments as long as the environments meet the appropriate security controls within MARS-e and IRS Publication 1075.
Testing Prep	AC102	The Contractor shall support user acceptance testing (UAT) and provide a UAT Support Plan. UAT shall be performed by Procuring Agency staff.
		Perform Testing: ID AD100-AD105 Invoice due no later than month sixteen (16) after notification of contract approval.
Perform Testing	AD100	The Contractor is expected to perform Quality Assurance Testing (QAT), System Integration Testing (SIT) and Parallel Testing (including associated smoke and regression testing for each of these phases) and provide Final Test Results for all testing phases.
Perform Testing	AD101	The Contractor shall own Defect Management (Defect Fixes and Retesting) and provide Root Cause Analysis (RCA) of defects and issues.
Perform Testing	AD102	The Contractor shall assure each testing phase meets Procuring Agency requirements and previously agreed acceptance criteria (e.g., no high failure rate, no test cases are in a failed state) prior to moving to the next phase.
Perform Testing	AD103	The Contractor shall perform Security Testing using software/tools and share summary results with the Procuring Agency.
Perform Testing	AD104	The Contractor shall perform and report Load/Volume/Stress Testing using automated load, stress, and volume testing software, repeating benchmark performance tests periodically and as part of any large change to the system that may impact performance.
Perform Testing	AD105	The Contractor shall ensure that all source code passes unit testing before being promoted to the other environments of the MMISR Framework and make summary output from the Unit Testing available to the HHS 2020 Enterprise.
Review and Acceptance	AD106	All work conducted as part of this Deliverable will be presented to the Procuring Agency for review and acceptance.

F. Training

<u>Deliverable Six</u>	<u>Due Date</u>	<u>Compensation</u>
<u>Training</u>	No Later Than End of Month 19 From Contract Execution Date	Total Compensation Not to exceed \$1,010,413.00 Including NMGR to be paid upon acceptance, less 20% Retainage \$202,082.60

Task Item	Sub Tasks	Description
		LMS: ID AE001-AE002 Invoice due no later than month sixteen (16) after notification of contract approval.
LMS	AE001	The Contractor's solution shall provide regular alerts regarding required training/tutorials (e.g., providers, staff, Managed Care Organization (MCO) with the ability to trigger an alert for a training.
LMS	AE1002	The Contractor's solution shall provide access to required training/tutorials (e.g., providers, staff, MCO) with the ability to track completion (e.g., date, time, pass status) and trigger additional alerts of required training per Procuring Agency defined rules.
		Training Materials: ID B001-B008 Invoice due no later than month seventeen (17) after notification of contract approval.
Training Materials	B003	The Contractor shall develop appropriate training documentation, in accordance with CMS Expedited Performance Life Cycle (EPLC) requirements.
Training Materials	B004	The Contractor shall provide training materials, knowledge transfer materials, and other documentation (e.g., User guides, on-line help).
Training Materials	B005	The Contractor shall provide content and materials in agreed upon formats (e.g., on-line, printed) with Procuring Agency approval for each training tailored to the Benefit Management Services configuration and contents.
Training Materials	B006	The Contractor shall develop appropriate Provider Management training documentation, in accordance with CMS Enterprise Performance Life Cycle (EPLC) requirements.
Training Materials	B007	The Contractor shall develop appropriate Data Exchange and Reporting training documentation, in accordance with CMS EPLC requirements.
Training Materials	B008	The Contractor shall integrate with the portal for tracking of training participation, including date and time.
		System Documentation: ID B009-B014 Invoice due no later than month nineteen (19) after notification of contract approval.
System Documentation	B009	The Contractor shall develop and provide customer specific Provider Management solution documentation (e.g., database schema, data dictionaries, entity-relationship diagrams, complete solution architecture and Configuration diagrams, network diagrams, interface standards for the entire solution) including those supporting Proprietary Contractor Material; however, this does not include proprietary information related to Commercial-Off-The-Shelf (COTS) products. The Contractor shall commit to provide and maintain all service delivery documentation related to the design of each module/ component and its interaction with other modules/components.
System Documentation	B010	The Contractor shall develop and provide documentation regarding all customer specific business rules (e.g., exception handling rules, rule usage, exception usage,

Task Item	Sub Tasks	Description
		when the rules fail to work as designed), and provide recommendations to resolve rule failure.
System Documentation	B011	The Contractor shall develop and provide documentation for all structured data (e.g., file layouts Provider tables, Business Rules data tables, Taxonomy relationships) with the exception of intellectual property in the COTS product.
System Documentation	B012	The Contractor shall provide complete transparency of all data fields in reports and dashboards generated by the Provider Management solution, providing the Procuring Agency with narrative descriptions, to document the formulas used in all reported/displayed fields and computed variables, analytic protocols, and assumptions.
System Documentation	B013	The Contractor shall develop and provide customer-specific Data Exchange and Reporting solution documentation, which will be defined by the Parties in requirements documentation (i.e., database schema, data dictionaries, entity-relationship diagrams, complete solution architecture and Configuration diagrams, network diagrams, interface standards for the entire solution) including those supporting Proprietary Contractor Material; however, this does not include proprietary information related to Commercial-Off-The-Shelf (COTS) products. The Contractor shall commit to provide and maintain all service delivery documentation related to the design of each module/ component and its interaction with other modules/components.
System Documentation	B014	The Contractor shall develop and provide documentation regarding all customer-specific business rules, which will be documented by the Parties in requirements sessions (i.e., exception handling rules, rule usage, exception usage, when the rules fail to work as designed), and provide recommendations to resolve rule failure.
System Documentation	B015	The Contractor shall develop and provide documentation for all structured customer specific data, except for information which is the Contractor's and approved subcontractors' proprietary information. The Contractor and approved subcontractors will identify and document the documentation and proprietary information in design and requirements documentation.
		Deliver Training: ID B016-B021 Invoice due no later than month nineteen (19) after notification of contract approval.
Deliver Training	B016	The Contractor shall provide solution training and knowledge transfer to the Stakeholders as required.
Deliver Training	B017	The Contractor shall provide initial and ongoing training and documentation for knowledge transfer to ensure appropriate and maximal use by Users.
Deliver Training	B018	The Contractor shall provide for instructor-led (either online or on site) and on-demand, self-paced training.
Deliver Training	B019	The Contractor shall provide Provider Management solution training and knowledge transfer to the Stakeholders as required.
Deliver Training	B020	The Contractor shall provide Data Exchange and Reporting solution training and knowledge transfer to the Stakeholders as required.
Deliver Training	B021	The Contractor shall provide initial provider training workshops prior to the start of the Operations Phase to acquaint providers with changes associated with MMISR, including the different contractors, systems, and resultant changes to provider enrollment, medical and pharmacy claim billing, and other procedures. This initial training must include web-based instructions as well as stand-up training workshops, which shall be provided at Procuring Agency request, at a minimum in Santa Fe, Albuquerque, Farmington, Roswell, and Las Cruces.
Review and Acceptance		All tasks developed as part of the Deliverable shall be delivered to the Procuring Agency for review and acceptance.

G. Implementation

<u>Deliverable Seven</u>	<u>Due Date</u>	<u>Compensation</u>
<u>Implementation</u>	No Later Than End of Month 20 From Contract Execution Date	Total Compensation Not to exceed \$1,347,220.00 Including NMGR to be paid upon acceptance, less 20% Retainage of \$ 269,444.00

Task Item	Sub Tasks	Description
		Business User Manual: ID I001- I006 Invoice due no later than month eighteen (18) after notification of contract approval.
Business User Manual	I001	The Contractor shall provide and make available online a User Manual to guide Stakeholder (e.g., State, Provider, MCO) staff with the use of all Benefit Management Services components.
Business User Manual	I002	The Contractor shall provide the Business User Manual no less than thirty (30) days prior to User Acceptance Testing (UAT).
Business User Manual	I003	The Contractor shall provide and make available online a Provider Management Business User Manual to guide Procuring Agency and Provider staff with the use of all Provider Management components.
Business User Manual	I004	The Contractor shall provide online help (e.g., Screen Tip, hyperlinks to other documents, keyword search, chat, tool tips, definitions page, user guide, policy guidance, hover over help) and documentation that supports Stakeholder-specific business use of the Provider Management tools and provides guidance to end Users in correct execution of User-performed application maintenance and report configuration activities.
Business User Manual	I005	The Contractor shall provide the Procuring Agency approved Business User Manual no less than thirty (30) days prior to User Acceptance Testing (UAT) with content that is accessible and understandable for end users.
Business User Manual	I006	The Contractor shall provide and make available online a Data Exchange and Reporting Business User Manual to guide Stakeholder staff with the use of all Benefit Management Services components.
		Operational Readiness: ID I007 Invoice due no later than month eighteen (18) after notification of contract approval.
Operational Readiness	I007	The Contractor shall describe how its proposed services demonstrate readiness to the Procuring Agency and its IV&V Contractor prior to operation.
		Production Release: ID I008 Invoice due no later than month nineteen (19) after notification of contract approval.
Production Release	I008	The Contractor shall provide tested software including documentation prior to close out of each release.

		Promotion Validation: ID I009 Invoice due no later than month twenty (20) after notification of contract approval.
Promotion Validation	I009	The Contractor shall perform all tasks required to put its services into production in accordance with a mutually agreed-upon release calendar which includes approval process by the Procuring Agency. After each schedule release process, the contractor will work with the Procuring Agency on the verification of the changes.

H. Certification

<u>Deliverable Eight</u>	<u>Due Date</u>	<u>Compensation</u>
<u>Certification</u>	No Later Than Month 25 From The Contract Execution Date	Total Compensation Not to Exceed \$1,684,024.00 including NMGR to be paid upon acceptance, less 20% Retainage of \$336,804.80

Task Items	Sub Tasks	Description
Compliance	C001001	The Contractor's solution and services shall comply with the CMS Seven Conditions and Standards and comply with Procuring Agency and/or Federal system certification requirements and obtaining increasing MITA Maturity Levels.
Compliance	C002	The Contractor shall perform all services necessary to fully configure Benefit Management Services and comply with all of the relevant Outcomes Based Certification (OBC) requirements to support attainment of CMS Certification or other oversight certification.
Compliance	C003	The Contractor shall develop and update all required documentation for the CMS EPLC phases including recommended exit criteria for determining that a phase is complete.
Evaluation Criteria and Evidence	C004	The Contractor shall work with the Procuring Agency to develop, refine, and reach agreement on the Evaluation Criteria and the supporting Required Evidence needed to demonstrate that the Benefit Management Services module meets the qualifications for certification with CMS.
Key Performance Indicators	C005	The Contractor shall work with the Procuring Agency to develop, refine, and reach agreement on the Key Performance Indicators (KPIs) that the Contractor will calculate quarterly and/or annually as needed and provide to the Procuring Agency so they can be reported to CMS. The Contractor may need to provide the raw numbers used in the calculations and/or explain the calculations.
Operational Readiness Review	C006	The Contractor will prepare the artifacts required by CMS for the Operational Readiness Review (ORR), including but not limited to monthly project status reports showing the health of the project; the Master Test Plan and test results; the Deployment Plan; the Defect and Risk List; and an Independent Security Audit.
Artifacts	C007	In conformance with CMS expectations, monthly project status reports as provided by the Contractor and approved by the Procuring Agency, shall include the following elements:
Artifacts	C008	· Roadmap - A product roadmap identifying current, planned, and future functionality and milestones including documenting business processes as described by CMS with respect to MITA with the understanding that the Procuring Agency expects to advance in MITA Level by the end of the HHS 2020 Project and shall conduct such mapping as may be necessary to demonstrate Offeror's understanding of the expectations of the Procuring Agency and CMS.
Artifacts	C009	· Progress Tracking - A regular report measuring developmental progress and progress towards achieving outcomes.
Artifacts	C010	· User Feedback - A reporting showing how user feedback is regularly incorporated into development.
Artifacts	C011	· Defect and Risk List - Known defects and risks that may cause delays and any

Task Items	Sub Tasks	Description
		mitigations or workarounds.
Artifacts	C012	· Product Demos – Documentation of any demonstrations of functionality/features or a regular report of code/feature releases.
Artifacts	C013	· Testing Process - A documented testing process aligned with CMS Testing Guidance Framework.
Artifacts	C014	In conformance with CMS expectations, the test plan and test results shall:
Artifacts	C015	· Be informed by the Testing Guidance Framework document, which lists a set of testing expectations and recommendations for the Medicaid Enterprise System (MES).
Artifacts	C016	· Describe the details for how and what testing will occur and provide for test results throughout the DDI phase and leading up to the ORR.
Artifacts	C017	· Validate the iterative delivery of system functionality and confirm that the system will produce metrics associated with outcomes.
Artifacts	C018	· Be as automated and self-documenting as possible (e.g., continuous unit testing).
Artifacts	C019	· Shall be mapped to functionality, with an acceptance testing report for each user story/use case.
Artifacts	C020	In conformance with CMS requirements, the Deployment Plan, as provided by the Contractor and approved by the Procuring Agency, shall meet the following criteria:
Artifacts	C021	· Release and deployment of a new/updated module agreed upon by all stakeholders.
Artifacts	C022	· Verified compatibility between all the related assets and service components within each release package.
Artifacts	C023	· Via the configuration management process in place, verification that the integrity of release packages and their constituent components are maintained throughout the transition activities.
Artifacts	C024	· Definition of how release and deployment packages can be tracked, installed, tested, verified, and/or uninstalled or backed out, if appropriate.
Artifacts	C025	· Definition of how deviations, risks, and issues related to the new or updated module are recorded and how corrective actions are ensured.
Artifacts	C026	· Definition of how the transfer of knowledge will occur to enable end users to optimize their use of the new/updated module to support their business activities.
Artifacts	C027	· Definition of how the skills and knowledge will be transferred to operations staff to enable them to deliver, support, and maintain the new/updated module according to the documented Service Level Agreements (SLAs) effectively and efficiently.
Artifacts	C028	In conformance with CMS expectations, the Defect and Risk List, as provided by the Contractor and approved by the Procuring Agency, shall include a current defect list, with the frequency, severity (inclusive of all critical and high defects), and associated implementation timelines. Defect entries shall include information about the operational impact. Risks shall be accompanied by a mitigation/resolution or a risk acceptance statement.
Artifacts	C029	In conformance with CMS expectations, the Independent Security Audit reports shall cover compliance with the following:
Artifacts	C030	· NIST SP 800-171 and/or NIST SP 800-53 standards and all relevant controls in HIPAA.
Artifacts	C031	· Aligning Health Care Industry Security Approaches pursuant to Cybersecurity Act of 2015, Section 405(d).
Artifacts	C032	· The Open Web Application Security Project Top 10.
Artifacts	C033	Security risks documented in the audit report shall be identified using NIST SP 800-30 Revision 1. The audit shall include, but need not be limited to, a penetration test; a review of all HIPAA compliance areas; user authentication; information disclosure; audit trails; data

Task Items	Sub Tasks	Description
		transfers; and information on correct data use (role-based testing of use). The audit shall cover adequate audit trails and logs (ID, access level, action performed, etc.). The audit shall also cover encryption of data at rest, in audit logs, and in transit between workstations and mobile devices (where applicable), to external locations, and to offline storage.
Certification Review Artifacts	C035	The Contractor shall prepare the artifacts required by CMS for the Certification Review (CR) and in conformance with CMS expectations, including but not limited to monthly project status reports showing the health of the project; the Master Test Plan and test results; and the Defect and Risk List.
Preparation for the Certification Reviews	C036	Contractor will, with Procuring Agency collaboration, perform the following activities through the entire CMS MMIS certification process, as outlined in C037-C043:
Preparation for the Certification Reviews	C037	<ul style="list-style-type: none"> Ensure that the Benefit Management Services module meets CMS certification requirements and complies with the Procuring Agency's Certification Plan.
Preparation for the Certification Reviews	C038	<ul style="list-style-type: none"> For the ORR, comply with applicable Outcomes Based Certification (OBC) Evaluation Criteria and provide their related Required Evidence.
Preparation for the Certification Reviews	C039	<ul style="list-style-type: none"> For the Certification Review, prepare the Key Performance Indicators (KPIs) prior to the review.
Preparation for the Certification Reviews	C040	<ul style="list-style-type: none"> Provide the necessary artifacts and evidence for CMS certification reviews as defined in the Procuring Agency's Certification Plan and as outlined here.
Preparation for the Certification Reviews	C041	<ul style="list-style-type: none"> Work with the Procuring Agency to review the artifacts and evidence and update the documentation if needed.
Preparation for the Certification Reviews	C042	<ul style="list-style-type: none"> As part of weekly and monthly status report, provide update on Benefit Management Services Certification activities.
Preparation for the Certification Reviews	C043	<ul style="list-style-type: none"> Resolve issues that prevent the Procuring Agency from receiving certification based upon components of the Benefit Management Services Module.
Support During the Certification Reviews	C044	Contractor will perform the following activities during all Certification Reviews, as outlined in C045-C049:
Support During the Certification Reviews	C045	<ul style="list-style-type: none"> Coordinate, participate in, and prepare for Benefit Management Services Certification activities.

Task Items	Sub Tasks	Description
Support During the Certification Reviews	C046	· Respond to questions from the Procuring Agency, IV&V, or CMS and CMS contractors such as MITRE for Benefit Management Services components and services.
Support During the Certification Reviews	C047	· Participate in and provide demonstrations as needed for Certification reviews.
Support During the Certification Reviews	C048	· Provide all the necessary artifacts for IV&V reports, CMS reviews and Certification.
Support During the Certification Reviews	C049	· Provide follow-up documentation for action items from CMS and MITRE to ensure that the Procuring Agency will receive final certification.
Support During the Certification Reviews	C050	The Contractor shall receive final certification for the Benefit Management Services components and services.
Review and Acceptance	C051	Contractor will deliver assessments, documentation, and recommendations for review and acceptance by Procuring Agency.

I. Operations

<u>Deliverable Nine</u>	<u>Due Date</u>	<u>Compensation</u>
<u>Operations</u>	Due monthly after contract execution, starting with month twenty (20) and after deliverables 1-8 have been accepted and approved. Then every subsequent month thereafter through contract duration.	Total Compensation for Deliverable Nine (9) Not to Exceed \$22,064,558.28 including GRT to be paid upon acceptance and approval by Procuring Agency. Monthly payment schedule as follows: Year 2 (Months 20-24): \$392,012.64 monthly Year 3 (Months 25-36): \$830,952.92 monthly Year 4 (Months 37-48): \$844,421.67 monthly

Task Items	Sub Tasks	Description
Access	F026	The Contractor shall provide full access to work products at all stages of Benefit Management Services configuration and operations to the Procuring Agency, the IV&V Contractor and/or any oversight agent designated by the Procuring Agency or CMS.
Access	F027	The Contractor shall maintain a Procuring Agency-approved process to grant required system access to authorized oversight agents in an efficient and expeditious manner.
Call Center	H060	The Contractor shall provide a Tier 3 contact center support, which will be described in detail in requirements documentation and includes at a minimum:
Call Center	H061	· Establish a BMS Tier 3 contact center to answer and resolve Tier 3 inquiries received via the CCSC and be available Monday through Friday from 7:00 AM to 6:30 PM Mountain Time, except for holidays approved by the State.
Call Center	H062	· Establish a non-transfer escalation path; Answer eighty percent (80%) of monthly calls within twenty (20) seconds with a daily abandonment rate that does not exceed five percent (5%), as measured separately for the BMS help desk and BMS call center and report per Procuring Agency criteria.
Call Center	H063	· Provide the Procuring Agency with printable daily monitoring reporting dashboard regarding phone statistics including at minimum:
Call Center	H064	o Daily number of calls received;
Call Center	H065	o Daily number of calls answered;
Call Center	H066	Daily busy signal rate (blocked calls).
Call Center	H067	The Contractor shall provide the Procuring Agency with printable monthly monitoring reporting dashboard regarding phone statistics within five (5) calendar days following the end of the month for the monthly report. The report must include at a minimum:
Call Center	H068	o Monthly number of calls received;
Call Center	H069	o Monthly number of calls answered;
Call Center	H070	o Monthly number of calls dropped;

Task Items	Sub Tasks	Description
Call Center	H071	o Number of calls placed on hold;
Call Center	H072	o Average number of minutes on hold;
Call Center	H073	o Monthly average wait time;
Call Center	H074	o Average number of minutes required to complete the authorization request; and
Call Center	H075	Monthly busy signal rate (blocked calls).
Call Center	H076	The Contractor shall provide Tier 3 agent or liaison in English and Spanish Monday through Friday from 7:00 AM to 6:30 PM Mountain Time, except for Procuring Agency holidays.
Call Center	H077	The Contractor shall provide a centralized contact center that can be accessed and utilized by authorized Procuring Agency Staff for Provider tracking and management was deliberately removed.
Call Center	H078	The Contractor shall provide contact center, help desk, web knowledge base and other support services to users.
Call Center	H079	The Contractor shall describe provide a BMS technical help desk that has access during Procuring Agency business hours and responds to help requests in a timely and effective manner as well as after-hours on call availability and integrate with the State's help desk.
Call Center	H080	The Contractor shall provide complete integration with the CCSC by using the Procuring Agency's Salesforce instance to support its Tier 3 contact center.
Call Center	H081	The Contractor shall receive, respond to, and resolve requests from providers, other Medicaid contractors, other agencies, and Procuring Agency staff for information concerning Contractor activities. These inquiries may be verbal or in writing. The demands utilizing this function may vary greatly from time to time due to variations in Contractor performance and changes in policies, procedures, or other Medicaid Program requirements.
Compliance	D001	The Contractor's solution and services shall comply with the CMS Seven Conditions and Standards and comply with Procuring Agency and/or Federal system certification requirements and obtaining increasing MITA Maturity Levels.
Key Performance Indicators	D005	The Contractor shall work with the Procuring Agency to develop, refine, and reach agreement on the Key Performance Indicators (KPIs) that the Contractor will calculate quarterly and/or annually as needed and provide to the Procuring Agency so they can be reported to CMS. The Contractor may need to provide the raw numbers used in the calculations and/or explain the calculations.
Configuration Management	F011	The Contractor shall perform all configuration necessary to maintain and modify the Benefit Management Services solution to provide defect free business services and meet Procuring Agency program requirements.
Configuration Management	F012	The Contractor shall follow the appropriate industry standards and configuration methodologies to provide a defect-free solution and reliable operational services and support.
Configuration Management	F013	The Contractor shall provide a flexible approach whereby additional functional area capabilities can be added without stress or interruption to its Business Services or to other MMISR modules and services.
Configuration Management	F014	During DDI phase, Contractor will provide the enhancements and updates to the Benefit Management Services solution, including workflows (within Benefit Management Services and across modules and stakeholders via the Integration Platform) and business processes for efficient alignment with the HHS 2020 Architecture and the needs of the Procuring Agency at no additional cost to the

Task Items	Sub Tasks	Description
		Procuring Agency and without degradation to core responsibilities or negative impact to other module and Business Process Outsourcing (BPO) Contractors.
Configuration Management	F015	The Contractor shall make its contracted services available to the Procuring Agency, Stakeholders, Procuring Agency Contractors and modular Contractors without a fee or charge throughout all stages of development and operations. New scope or changes in the services would utilize change management process.
Configuration Management	F016	The Contractor shall review policy changes made by the Procuring Agency or its Enterprise partners for impact to the business services and make recommendations for necessary modifications.
Configuration Management	F017	The Contractor shall evaluate the impact of changes to other MMISR modules and the addition of any new MMISR modules for impact to the business services and make recommendations for necessary modifications.
Configuration Management	G015	The Contractor shall perform all configuration necessary to maintain and modify the Data Exchange and Reporting solution to provide defect free business services and meet Procuring Agency program requirements.
Documentation	H036	The Contractor shall maintain the ongoing User Manuals for all aspects of the system. These manuals will provide correct information in sufficient detail and user-friendly language, so that users may accomplish their everyday functions using the MMIS.
Documentation	H037	The Contractor shall provide an initial and ongoing updated Business User Manual to the Stakeholders on an agreed upon regular cadence, as documented by the Contractor and approved by the Procuring Agency.
Documentation	H038	The Contractor shall provide initial and ongoing updated online help (e.g., Screen Tip, hyperlinks to other documents, keyword search, chat, tool tips, definitions page, user guide, policy guidance, hover over help) and support documentation for Stakeholder-specific business use of the BMS tools and guidance to end Users in correct execution of User-performed application maintenance and report configuration activities on an agreed upon regular cadence, as documented by the Contractor and approved by the Procuring Agency.
Documentation	F028	The Contractor shall maintain and provide updates for customer specific Benefit Management Services documentation, to be finalized by the Contractor and approved by the State Procuring Agency (e.g., database schema, data dictionaries, entity-relationship diagrams, complete solution architecture and Configuration diagrams, network diagrams, interface standards for the entire solution) including those supporting Proprietary Contractor Material.
Documentation	F029	The Contractor shall maintain and provide updates for documentation regarding all customer specific business by the Contractor and approved by the State Procuring Agency (e.g., exception handling rules, rule usage, exception usage, when the rules fail to work as designed), and provide recommendations to resolve rule failure.
Documentation	F030	The Contractor shall maintain and provide updates for documentation for all structured data by the Contractor and approved by the State Procuring Agency (e.g., taxonomy, credentials, training).
Documentation	F031	The Contractor shall maintain transparency of all customer specific data fields in reports and dashboards generated by the Benefit Management Services solution, updating the documentation provided during the Configure, Test and Implement Phase as needed to reflect any changes.

Task Items	Sub Tasks	Description
Documentation	G030	The Contractor shall maintain and provide updates for customer specific Data Exchange and Reporting documentation on (i.e., database schema, data dictionaries, entity-relationship diagrams, complete solution architecture and Configuration diagrams, network diagrams, interface standards for the entire solution) including those supporting Proprietary Contractor Material, except that this does not apply to proprietary COTS product information as defined by Intellectual Property clause.
Documentation	J004	The Contractor shall perform testing that complies with HHS 2020 security standards as applicable and incorporates industry best practices to prevent defective operations.
Documentation	H035	The Contractor shall provide initial and updated, ongoing training materials, knowledge transfer materials, and other documentation (e.g., User guides, on-line help) to the Stakeholders on an agreed upon regular cadence, as documented by the Contractor and approved by the Procuring Agency.
Knowledge Transfer	H032	The Contractor shall provide initial and updated, ongoing training, and knowledge transfer to the Stakeholders on an agreed upon regular cadence, as documented by the Contractor and approved by the Procuring Agency. The training shall include general initial orientation and advanced training.
Knowledge Transfer	H033	The Contractor shall provide initial and updated, ongoing instructor-led online and on-demand, self-paced training to the Stakeholders on an agreed upon regular cadence, as documented by the Contractor and approved by the Procuring Agency.
Knowledge Transfer	H034	The Contractor shall provide up to date, documented, knowledge transfer in the event there is a change in a subcontractor that provides any portion of the Contractor's solution, to ensure a smooth transition.
KPI Reporting	H021	The Contractor shall prepare the Key Performance Indicators (KPIs) on a quarterly and/or annual basis as needed and provide to the Procuring Agency so they can be reported to CMS.
KPI Reporting	H022	Upon Procuring Agency request, the Contractor shall provide the raw numbers used in any KPI calculations and/or explain such calculations.
KPI Reporting	H023	The Contractor shall be prepared to answer any questions from the Procuring Agency or CMS regarding the KPIs.
Legal	H059	The Contractor shall negotiate in good faith and supply supporting documentation to determine rates and other costs for Benefit Management Services and providing other supporting activities when significant program expansions are implemented that significantly expand Contractor responsibilities.
Legal and Other Support	H058	The Contractor shall provide support for hearings, legal cases, audit, inquiries, and other studies as required, including testifying, attending meetings or other scheduled events, responding to subpoenas as directed by the Procuring Agency, and providing documentation related to the scope of services in this Agreement as required.
Location	H013	At a minimum, staff shall include the New Mexico executive account manager, deputy account manager and staff supporting Training, Benefit Management Services, and Tier 3.
Location	H014	This requirement for working office space for a minimum of two (2) Procuring Agency staff members was deliberately removed.
Location	H015	The Contractor shall provide appropriate management and oversight of performing services under this Agreement and support good communication structures between the various offices and the Procuring Agency.
Location	H016	The Contractor shall perform all work under this contract in the contiguous United States, Hawaii, or Alaska. No work under this contract may be performed by

Task Items	Sub Tasks	Description
		offshore resources, or by any resource in US territories outside of the continental United States, without the written consent of the Procuring Agency.
Location	H017	The State of New Mexico, the State Auditor, the U.S. Procuring Agency of Health and Human Services, the U.S. Comptroller General, the U.S. General Accounting Office, or their authorized representatives will, at all reasonable times, have the right to enter the Contractor's premises or such other places where duties under this Agreement are being performed to inspect, monitor, or otherwise evaluate (including periodic systems testing) the work being performed. The Contractor shall provide reasonable access to all facilities and assistance to the Procuring Agency and federal representatives.
Operations	F001	Following implementation of the Provider Management solution as required by Deliverable 3, the Contractor shall operate the solution as implemented and enhanced.
Operations	G001	Following implementation of the Data Exchange and Reporting solution as required by Deliverable 4, the Contractor shall operate the solution as implemented and enhanced.
Operations	G002	The Contractor shall provide validated data to defined services, as coordinated through the SI.
Operations	B262	The Contractor shall use a flexible, multi-faceted approach and schedule for end-user and technical systems operation/configuration/administration training, such as interactive computer-based training, classroom instruction, hands-on materials, etc.
Operations	B263	The Contractor shall develop and maintain web-based training for providers utilizing interactive applications and how it will use provider type specific communications to deliver educational materials
Operations	B264	The Contractor shall address use of its services and provide up to date, proven techniques in training that will enable Stakeholder Users to perform required functions.
Operations	B266	The Contractor's solution shall provide SMEs to perform initial and on-going training for authorized users on its Provider Enrollment and Provider Management Solution and its rules and processes.
Operations	B268	The Contractor's solution shall provide, monitor, and track PED training and certification, including required comprehension test score requirements, monitor, track and report PED enrollment and training performance.
Operations	B269	The Contractor shall provide training on any new initiatives that occur through the term of the Contract in Procuring Agency defined or approved format/media.
Operations	B271	The Contractor shall provide access to its learning management products to allow the Enterprise to revise provider specific mandated learning and training content as is determined necessary. Such training will vary depending on the provider type and may include such topics as HIPAA compliance, Procuring Agency billing processes, Electronic Data Interchange (EDI) processes and testing, proper lifting techniques, safe food handling, and benefit plan or policy changes
Operations	B272	The Contractor shall work cooperatively with the other MMISR BPO Contractors and Procuring Agency staff to obtain the information needed to develop, update, and maintain effective provider training programs. Trainings will include information on all aspects of the Enterprise that affect the provider community, including Medicaid providers and other individuals and entities that provide services to a customer, operating under the auspices of a State-funded or State-administered program. For example, in providing training for the Provider Management component of the BMS

Task Items	Sub Tasks	Description
		module, the Contractor shall collaborate with Financial Services (FS) module to assure Providers receive the training and technical assistance required to use the Financial Services components of the FS. This shall include providing training and support for providers on EDI HIPAA and HIPAA compliance for all transactions.
Operations	B273	The Contractor shall collaborate with the other Modules to produce and provide any Provider related trainings (e.g., EDI, billing, Prior Authorization, Portal access) required.
Operations	B274	The Contractor shall provide training to the CCSC as it relates to Provider processes.
Operations	B275	The Contractor shall conduct general billing training seminars for IHS/Tribal 638 providers twice per year. The training seminars shall be conducted in locations to be determined with the input of the Procuring Agency and IHS/Tribal 638 representatives.
Operations	B276	The Contractor shall submit to the Procuring Agency a quarterly summary of training activity, including the course name, medium (live workshop or webcast), number of participants, results of evaluation forms, provider comments, and recommendations for future training initiatives.
Operations	B277	The Contractor shall provide training and knowledge transfer programs for Procuring Agency Users.
Operations	B278	The Contractor shall assess training effectiveness.
Other Agency Use	H053	The Contractor shall conduct requirement gathering tasks and requirement analysis tasks with other agencies to prepare the Provider Management solution for other agency use, at the Procuring Agency's request.
Platform	F010	The Contractor shall maintain current versions and licenses for all software encompassed within its solution and will implement all patches on a timely basis.
Project Management	P042	The Contractor shall store all Project artifacts and documents on the Procuring Agency Microsoft SharePoint site.
Project Management	P024	The Contractor will participate in the MMISR project working meetings, such as Data Management Workgroup (DMW), Change Control Board (CCB), Architecture Review Board (ARB), and other meetings as identified by the Procuring Agency as we will expect them to join Risks & Issues, and adhere to PMO plans and policies.
Project Management	H052	The Contractor shall provide appropriate representation to participate in planning tasks, in meetings, and on task forces for projects that affect MMISR, Benefit Management Services and its interfaces, or otherwise require coordination with the Contractor, at the Procuring Agency's request.
Project Management	H057	The Contractor shall allocate costs for non-Medicaid use of the MMIS according to a CMS approved Cost Allocation Plan and in accordance with direction from the Procuring Agency.
Project Management	H051	The Contractor shall ensure that all instructions used by the Contractor regarding Benefit Management Services are in writing from an authorized Procuring Agency source and maintained by the Contractor for audit trail purposes.
Project Management	P040	The Contractor shall effectively incorporate and support the HHS 2020 Vision and the Procuring Agency's chosen approach to MMISR, while identifying risks or trade-offs and making informed recommendations to the Procuring Agency to foster Project success.
Project Management	P041	The Contractor shall engage Stakeholders to ensure that business needs and requirements are met throughout all phases of the project and during operations and maintenance.
Project	A070	The Contractor shall provide regular representation within the Data Management

Task Items	Sub Tasks	Description
Management		Work (DMW) Group and Architectural Review Board (ARB).
Project Management	A071	The Contractor shall participate in the Change Control Board (CCB) to coordinate impacts of changes, including changes to any reference data.
Project Management	A072	The Contractor's solution shall meet the SLAs for response speeds as defined in the Appendix K Addendum.
Project Management	A073	The Contractor's solution shall meet the standards for BPO modules as specified in the New Mexico HHS 2020 MITA Technical Management Strategy Plan.
Quality	H042	The Contractor shall operate a formal quality management program, as approved by the Procuring Agency, with monthly periodic reports to the Procuring Agency.
Quality	H043	The Contractor's formal quality management program shall be documented in requirements documentation and at minimum include:
Quality	H044	• Implementing an active, independent Quality Management (QM) program throughout the contract life;
Quality	H045	• Monitoring services to assess system and operational performance and identify potential quality issues;
Quality	H046	• Defining and adhering to best practices to provide defect-free business services;
Quality	H047	• Utilizing a continuous performance improvement (CPI) approach to business and services with measurement and reporting on effectiveness of new approaches or processes; and
Quality	H048	• Timely reporting upon QM activities, including at a minimum work performed, analyses of QM findings, statistics related to the findings, corrective action plans and status.
Quality	H049	The Contractor shall meet with the Procuring Agency on a mutually agreed upon basis to identify key areas to be addressed by the quality management program.
Quality	H050	The Contractor shall provide the Procuring Agency with responses in a reasonable amount of time to corrective action plans (CAPs) for any audit or review findings and ensure that all its subcontractors also comply with such CAPs. Offeror's Business Services must ensure that quarterly status updates are provided for each CAP until the CAP is complete and findings are remediated.
Review and Acceptance	E020	The Contractor will deliver implementations, results, and documentation for review and acceptance by Procuring Agency.
Review and Acceptance	F032	The Contractor shall deliver a monthly Maintenance and Operations report for review and acceptance by the Procuring Agency.
Review and Acceptance	J050	The Contractor will deliver documentation for review and acceptance by Procuring Agency.
Staffing	H001	The Contractor shall implement and maintain an organizational structure with defined staffing and functional areas to meet all contract requirements, to execute all contractual duties, and to maintain responsive service levels as defined in Appendix K.
Staffing	H002	The Contractor shall provide a detailed organization chart depicting the Contractor's total Benefit Management Services operation. No change may be made to the basic organizational structure without the written notification of non-key personnel and/or written approval of key personnel to the Procuring Agency.
Staffing	A074	The Contractor shall provide SMEs for Data Exchange and Reporting with at least three (3) years of experience with the Commercial-off-the-Shelf (COTS) product(s) used in the solution provided and one or more of the following:

Task Items	Sub Tasks	Description
Staffing	A075	· SOA certification
Staffing	A076	· Oracle Fusion Middleware certification
Staffing	A077	· Experience in at least two implementations within enterprise architectures similar to the Procuring Agency's.
Staffing	H008	The Contractor shall fill all staff vacancies with similarly qualified persons and shall maintain sufficient qualified personnel to accomplish the work as defined in this Agreement. The following are minimum qualifications that may be waived on a case-by-case basis should the Procuring Agency concur that the proposed Contractor personnel are qualified to serve in the designated positions:
Staffing	H009	The Executive Account Manager will have a minimum of three (3) years of successful experience in comparable or similar positions with the Contractor or other Medicaid within the past seven (7) years.
Staffing	H010	The Deputy Account Manager will have a minimum of three (3) years of successful experience in comparable or similar positions with the Contractor or other Medicaid within the past seven (7) years.
Staffing	H011	The Contractor shall obtain written consent from the Procuring Agency before diversion of Contractor's key personnel.
Staffing	H012	The Contractor shall inform the Procuring Agency of any periods of vacancy and will supply the equivalent number of hours with similar personnel, when specific staffing levels are required by the contract.
Staffing	B287	The Contractor shall have sufficient appropriately trained and experienced staff to successfully operate the Provider Management solution.
Staffing	B288	The Contractor's solution shall provide SMEs to perform initial and on-going training for authorized users on its Provider Enrollment and Provider Management Solution and its rules and processes.
Staffing	B289	The Contractor shall designate a staff member to serve as the primary contact for IHS providers. This staff member will receive guidance from Procuring Agency's Native American Liaison(s) and other Procuring Agency staff in addressing enrollment, billing, claim payment and other issues experienced by these providers.
Staffing	B290	The Contractor shall designate at least two (2) staff members to be available for on-site visits, training workshops and webcasts, to meet with providers at the Contractor's office for providers throughout the State to help in resolution of questions and/or concerns (e.g., provider enrollment process, claims submission and related problems, new initiatives).
Staffing	B291	The Contractor shall designate and provide Stakeholder access to BMS Project SMEs who have expertise in the proposed services throughout the life of the Contract resulting from this procurement.
Staffing	B292	The Contractor shall designate a staff member who shall serve as the primary contact for school-based providers. The Procuring Agency shall ensure the Contractor staff member receives guidance from HSD's School Health Unit in addressing enrollment, billing, claim payment and other issues experienced by these providers.
Staffing	F018	The Contractor shall have sufficient appropriately trained and experienced staff to successfully maintain, modify and configure the Benefit Management Services solution.
Staffing	F019	The Contractor shall provide Stakeholder access to SMEs who have expertise in the Benefit Management Services Processing solution.
Staffing	G009	The Contractor shall have sufficient appropriately trained and experienced staff to

Task Items	Sub Tasks	Description
		successfully operate the Data Exchange and Reporting solution.
Staffing	G020	The Contractor shall have sufficient appropriately trained and experienced staff to successfully maintain, modify and configure the Data Exchange and Reporting solution.
Staffing	G021	The Contractor shall provide Stakeholder access to SMEs who have expertise in the Data Exchange and Reporting solution.
Staffing	G022	The Contractor must provide Data Exchange and Reporting SMEs who have experience and knowledge of standard interfaces, SOA and ESB integration to assure Enterprise requirements, SLAs and KPIs are achieved.
Staffing	H003	The Contractor shall maintain personnel proposed and documented in the Contractor's organization chart, as appended to the final Agreement; including numbers and assignments for non-key staff, will be the minimum staffing that the Contractor shall maintain unless the Procuring Agency approves a reduction in writing. The Contractor organization chart may be updated as changes occur.
Staffing	H004	The Contractor shall warrant and represent that all employees assigned to the performance of this Agreement will be assigned in accordance with a staffing plans defined in the Project Management Deliverable.
Staffing	H005	The Contractor shall provide additional staff as necessary during the term of the Agreement to perform the work required by the contract, except where specific staff levels are specified in the contract.
Staffing	H006	The Contractor must ensure staff working on the Benefit Management Services contract will not perform other work with other contracts that affects their ability to perform their responsibilities in support of Benefit Management Services.
Staffing	H007	The Contractor shall ensure performance will not be contingent upon time availability of Procuring Agency personnel or resources with the exception of specific responsibilities stated in this Agreement.
Supplies/ Connectivity	H018	The Contractor shall provide all equipment, hardware, software, forms, and documents necessary to operate, maintain, and enhance the Benefit Management Services solution and to carry out all contracted functions.
Supplies/ Connectivity	H019	The Contractor shall supply, at Contractor's expense, all forms used for internal purposes and provider correspondence such as reports, provider letters, form letters, envelopes, computer paper, report forms, form request forms, and all other stock and forms necessary for the Benefit Management Services operation.
Supplies/ Connectivity	H020	The Contractor shall monitor and maintain VPN/network connections and make recommendations to maintain communication with both HSD on-premises and cloud networks.
Testing	F021	The Contractor must perform all testing phases using de-identified data and how its services will interact with other testing activities across the Project. HSD will allow the use of production data in lower environments as long as the environments meet the appropriate security controls within MARS-e and IRS Publication 1075.
Testing	F022	The Contractor must maintain and protect testing datasets to provide restoration of test data to known points in time and maintain sufficient recent data for purposes of testing.
Testing	F023	The Contractor shall ensure that its testing datasets are not comprised of live production data but only de-identified data (through an appropriate de-identification mechanism approved and provided by the Procuring Agency). HSD will allow the use of production data in lower environments as long as the environments meet the appropriate security controls within MARS-e and IRS Publication 1075.

Task Items	Sub Tasks	Description
Testing	F024	The Contractor must ensure that testing data or datasets are not entered into production services.
Testing	F025	The Contractor shall test all configuration changes and code modifications before they are promoted to the shared environments of the MMISR Framework.
Training	H028	The Contractor shall provide initial and updated training materials, knowledge transfer materials, and other documentation (e.g., User guides, on-line help) to the Stakeholders on an agreed upon regular cadence, as documented by the Contractor and approved by the Procuring Agency.
Training	H029	The Contractor shall maintain the User Manuals for all aspects of the system. These manuals will provide correct information in sufficient detail and user-friendly language, so that users may accomplish their everyday functions using the Benefit Management Services solution.
Training	H030	The Contractor shall provide an initial and updated Business User Manual to the Stakeholders on an agreed upon regular cadence, as documented by the Contractor and approved by the Procuring Agency.
Training	H024	The Contractor shall schedule for ongoing virtual training of Procuring Agency and Contractor personnel in the use of the Benefit Management Services solution.
Training	H025	A two-tiered approach to virtual training will be employed to include general initial orientation and advanced training.
Training	H026	The Contractor shall provide training to Contractor management personnel enabling them to understand the Benefit Management Services Contract requirements.
Training	H027	The Contractor shall provide initial and ongoing training to all Procuring Agency staff and other agents of the Procuring Agency that access and use the Benefit Management Services solution. Training classes to be scheduled and offered quarterly as agreed to by the Procuring Agency and Contractor or offered as “on-demand” computer classes if approved by the Procuring Agency.
Training	P039	The Contractor will develop and submit for Procuring Agency approval an annual Training Plan that documents the schedule and content of training programs, including web-based, stand-up and any other training vehicles. An initial Training Plan must be submitted for Procuring Agency review and approval within three (3) months of contract execution and shall be updated as needed throughout the DDI Phase. During the Operations Phase, an annual Training Plan must be submitted no later than thirty (30) days prior to the start of each Procuring Agency Fiscal Year.
Transition	I001	The Contractor shall, upon request or at least one hundred and twenty (120) days before the contract ends, develop, and submit a Benefit Management Services Product Transition Plan as approved by Procuring Agency technical management that includes, at a minimum:
Transition	I002	· An inventory document of all Benefit Management Services products, data, and schedules (software, hardware, data, configuration, job aids, manuals, technical reference materials);
Transition	I003	· Proposed transition plan to include security-related assets, and other tasks or activities as required by Procuring Agency;
Transition	I004	· Personnel and level of expected effort in hours.
Transition	I005	· Proposed transition schedule, including tasks and activities, start and end dates of each, dependencies, milestones, and resources as required and approved by Procuring Agency; and
Transition	I006	· Any requirements for Procuring Agency or other MMISR Contractor participation as deemed required by Procuring Agency.

Task Items	Sub Tasks	Description
Transition	I007	The Contractor shall perform agreed upon tasks and exercise best efforts and cooperate fully to affect an orderly transition and commit to a no-cost-to-Procuring Agency resolution of malfunctions or omissions identified by the Procuring Agency as critical to transition throughout the transition period and up to ninety (90) days after contract termination.
Transition	I008	The Contractor shall transfer all records, data and reports relating to the Procuring Agency after final payment is made under the Contract resulting from this procurement.
Transition	I009	The Contractor shall clearly mark records that require ongoing access (e.g., audit, litigation, State identified) prior to the final payment made under the Contract. The transfer shall occur at a time and manner agreed to by the Procuring Agency.

Exhibit B**HIPAA Business Associate Agreement**

This Business Associate Agreement (“BAA”) is entered into between the **New Mexico Human Services Department** (“Department”) and **General Dynamics Information Technology Inc.**, 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 23-630-8000-00011 has agreed to provide services to, or on behalf of, the Department which may involve the disclosure by the Department to the Business Associate (referred to in PSC 23-630-8000-00011 as “Contractor”) of Protected Health Information. This Business Associate Agreement is intended to supplement the obligations of the Department and the Contractor as set forth in PSC 23-630-8000-00011 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:
 - i. Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, Subparts A and E.
 - ii. Breach Notification Rule. “Breach Notification” shall mean the Notification in the case of Breach of Unsecured Protected Health Information, 45 CFR Part 164, Subparts A and D
 - iii. Security Rule. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C, including the following:
- f. Security Standards. “Security Standards” hereinafter shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.306.

- g. Administrative Safeguards. "Administrative Safeguards" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.308.
- h. Physical Safeguards. "Physical Safeguards" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.310.
- i. Technical Safeguards. "Technical Safeguards" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.312.
- j. Policies and Procedures and Documentation Requirements. "Policies and Procedures and Documentation Requirements" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.316.
- k. Protected Health Information. "Protected Health Information" or "PHI" shall have the same meaning as in 45 CFR §160.103, limited to the information created, maintained, transmitted, or received by Business Associate, its agents, or subcontractors from or on behalf of Department.
- l. Required by Law. "Required by Law" shall have the same meaning as in 45 CFR §164.103.
- m. Secretary. "Secretary" shall mean the Secretary of the U. S. Department of Health and Human Services, or his or her designee.
- n. Covered Entity. "Covered Entity " shall have the meaning as the term "covered entity" defined at 45 CFR §160.103, and in reference to the party to this BAA, shall mean the State of New Mexico Human Services Department.

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

2. Obligations and Activities of Business Associate

- a. General Rule of PHI Use and Disclosure. The Business Associate may use or disclose PHI it creates for, receives from or on behalf of, the Department to perform functions, activities or services for, or on behalf of, the Department in accordance with the specifications set forth in this BAA and in this PSC 23-630-8000-00011; provided that such use or disclosure would not violate the HIPAA Standards if done by the Department; or as Required By Law.
- i. Any disclosures made by the Business Associate of PHI must be made in accordance with HIPAA Standards and other applicable laws.
- ii. Notwithstanding any other provision herein to the contrary, the Business Associate shall limit uses and disclosures of PHI to the "minimum necessary," as set forth in the HIPAA Standards.
- iii. The Business Associate agrees to use or disclose only a "limited data set" of PHI as defined in the HIPAA Standards while conducting the authorized activities herein and as delineated in PSC 23-630-8000-00011, 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 23-630-8000-00011, 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 23-630-8000-00011, 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 23-630-8000-00011. 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 23-630-8000-00011, 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 23-630-8000-00011, 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 23-630-8000-0011, and HIPAA Standards, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, as soon as it (or any employee or agent) becomes aware of the Breach, and in no case

later than three (3) business days after it (or any employee or agent) becomes aware of the Breach, except when a government official determines that a notification would impede a criminal investigation or cause damage to national security.

- b. Business Associate shall provide the Department with the names of the individuals whose unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR §164.404(c), and, if requested by the Department, provide information necessary for the Department to investigate promptly the impermissible use or disclosure. Business Associate shall continue to provide to the Department information concerning the Breach as it becomes available to it and shall also provide such assistance and further information as is reasonably requested by the Department.

Risk Assessment

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

Mitigation

- e. In addition to the above duties in this section, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI, by Business Associate in violation of the requirements of this Agreement, the Related Agreement, or the HIPAA Standards. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by the Department, Business Associate shall make its mitigation and corrective action plans available to the Department.
- f. The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of the Breach, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate and the Department are doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR §164.404(c).

Notification to Clients

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

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

- a. The Department shall notify Business Associate of any limitation(s) in the Department's Notice of Privacy Practices, implemented in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. The Department shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. The Department shall notify Business Associate of any restriction in the use or disclosure of PHI that the Department has agreed to in accordance with 45 CFR § 164.523, 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 23-630-8000-00011, 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 23-630-8000-00011 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 23-630-8000-00011 and BAA without liability or penalty in accordance with Article 4, Termination, of PSC 23-630-8000-00011, if Business Associate does not cure the breach within the time specified by the Department; or,
 - ii. immediately terminate this PSC 23-630-8000-00011 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 23-630-8000-00011, 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 23-630-8000-00011 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 23-630-8000-00011, shall be resolved to permit the Department to comply with the HIPAA Standards.
- b. Business Associate's Compliance with HIPAA. The Department makes no warranty or representation that compliance by Business Associate with this BAA or the HIPAA Standards will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- c. Change in Law. In the event there are subsequent changes or clarifications of statutes, regulations or rules relating to this BAA or PSC 23-630-8000-00011, 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 23-630-8000-00011 pursuant to its termination provisions.
- d. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Department, Business Associate and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- e. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or workforce members assisting Business Associate in the fulfillment of its obligations under this BAA and PSC 23-630-4000-0 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 23-630-8000-0011, except where Business Associate or its agents, affiliates, subsidiaries, subcontractors or employees are named adverse parties.

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

Exhibit C – Functional Requirements: Enrollment

Sub Task	ID	Description
Multiple Location Types and Billing Types	B116	The Contractor's solution shall provide and manage multiple date-specific location address types for a provider, including, at minimum, current address data types in addition to mailing, billing, and physical addresses.
Multiple Location Types and Billing Types	B117	The Contractor's solution shall implement Enterprise approved address data type standards.
Multiple Location Types and Billing Types	B118	The Contractor's solution shall provide and manage multiple date-specific billing types such as servicing, billing, referring and prescribing providers with relationship to NPI.
Non-Medical and/or Non-Medicaid Providers Configuration	B203	The Contractor's solution shall accommodate Procuring Agency defined configurable criteria for Medicaid and non-Medicaid providers across the Enterprise.
Non-Medical and/or Non-Medicaid Providers Configuration	B204	The Contractor's solution shall accommodate Procuring Agency defined configurable criteria for medical and non-medical providers across the Enterprise.
Other Agency Use	H054	The Contractor shall support Provider Management processing for other state agencies by:
Other Agency Use	H055	· Making Provider Management system modifications to accommodate appropriate credentialing and enforce program rules and policies.
Other Agency Use	H056	· Accommodating needs for data and statistics for the other agencies.
Outreach	B222	The Contractor's solution, to mitigate access to care gaps and to care to improve performance measures, shall perform and report outreach to providers including at minimum:
Outreach	B223	· Target specific locations and provider types where there are opportunities to partner with the Enterprise to encourage providers to enroll in New Mexico Medicaid;
Outreach	B224	· Reach out and establish relationships with New Mexico Provider association communities;
Outreach	B225	· Perform periodic outreach to understand unenrolled provider concerns and address them through active collaboration;
Outreach	B226	· Generate newsletter, broadcast messages;
Outreach	B227	Gather data from external sources, match it with providers in the enrolled provider database, and flagging the unenrolled and non-participating providers; Identify and outreach to providers who are unenrolled in areas identified as having inadequate provider coverage. Recruit providers needed to fill the gaps, paying special attention to outreach to tribal providers and for providers to serve on tribal lands. Appropriate outreach shall correspond to the goal of increased access to care and providers in these underserved areas. The Contractor's outreach and research to occur to:

Sub Task	ID	Description
Outreach	B228	· Enrolled providers (identification of unenrolled providers, testament to value or participation);
Outreach	B229	· Unenrolled and non-participating providers (discussion of value of program participation);
Outreach	B230	· Tribal providers (specific needs and how they can be addressed);
Outreach	B231	· Behavioral Health Providers;
Outreach	B232	· Provider Associations (encouraging members to participate and spreading the word);
Outreach	B233	· Hospital Associations;
Outreach	B234	· Developmental Disabilities Provider Associations; and
Outreach	B235	· Enterprise partners, other Agencies and community partners serve the same customer populations.
Provider Application Manual Review Exception Process	B168	The Contractor's solution shall include escalation and manual review process based upon Procuring Agency defined criteria.
Real-time Application Escalation to State	B167	The Contractor's solution shall include ability for Procuring Agency staff and contractors and/or other agencies to access, review and approve/deny submitted New/Renewal Provider Applications.
Real-time Automated Application Review	B129	The Contractor's solution shall provide an automated real-time data gather and review process, per Procuring Agency defined criteria, including at minimum:
Real-time Automated Application Review	B130	· Securely meet Affordable Care Act (ACA) and other screening rules for initial provider applications with date-specific provider demographic information and participation status specific to each Enterprise agency and program;
Real-time Automated Application Review	B131	· Screening for mandatory certification data
Real-time Automated Application Review	B132	· External sources, matching it with providers in the database, and flagging the unenrolled and non-participating providers;
Real-time Automated Application Review	B133	· Electronic professional licensure board data matching (e.g., Board of Nursing, Board of Physicians);
Real-time Automated Application Review	B134	· Ensures that Medicaid providers are identified as being in the FFS program and/or association with MCO/ACO, and if in MCO/ACO, the specifics to which they are participating;
Real-time Automated Application Review	B135	· Utilize the results of provider screenings, to provide Medicaid/Medicare services, performed by Medicare contractors, Medicaid agencies, and Children's Health Insurance Programs (CHIP) of other states;
Real-time	B136	· Electronic integration with other State Entities (e.g., Department

Sub Task	ID	Description
Automated Application Review		of Health [DOH], Children Youth and Families Department (CYFD),], Aging and Long Term Services Department [ALTSD], Early Childhood Education and Care Department [ECECD])
Real-time Automated Application Review	B137	· Behavioral Health required documents;
Real-time Automated Application Review	B138	· Electronic integration with other Federal Entities (e.g., Centers for Medicare and Medicaid Services [CMS], Substance Abuse and Mental Health Services Administration [SAMHSA], Social Security Administration [SSA])
Real-time Automated Application Review	B139	· Sanctioning Authorities (e.g., GSA Exclusion List (EPLS/SAM), OIG Exclusion List (LEIE), Procuring Agency Exclusion List;
Real-time Automated Application Review	B140	· National Provider Identifier (NPI) using National Plan and Provider Enumerator System (NPPES);
Real-time Automated Application Review	B141	· Atypical Provider Identifier (API);
Real-time Automated Application Review	B142	· Assign unique identifier across all providers;
Real-time Automated Application Review	B143	· Automatically generate alerts/notifications and/or correspondence;
Real-time Automated Application Review	B144	· Route for manual intervention; and
Real-time Automated Application Review	B145	· Initiate data transmission to MCOs upon approval.
Real-time Automated Application Review	B146	The Contractor's solution shall provide services that comply with Federal, Procuring Agency and Enterprise requirements for provider screening, enrollment, and data collection (including provider application fees as may be approved by the State established regulations).
Real-time Automated Application Review	B147	The Contractor's solution shall be based upon Procuring Agency business rules such as unique information (e.g. NPI, Tax ID) receive data from external data sources such as CMS, NPPES, SAMS, LEIE, PECOS, DEATH Master file, Public Regulation Commission (PRC).
Real-time	B119	The Contractor's solution shall receive from the Procuring Agency

Sub Task	ID	Description
Electronic Signatures		portal, real-time, electronic signatures including at minimum:
Real-time Electronic Signatures	B120	· Ability for the provider to sign Provider Agreement;
Real-time Electronic Signatures	B121	· Ability for the provider to sign application confirming accurate and truthful information; and
Real-time Electronic Signatures	B122	· Ability for the Procuring Agency to sign correspondence.
Real-time Electronic Submission Assistance	B080	The Contractor's solution shall provide real-time assistance for electronic submission of provider enrollment applications. The solution must also provide real-time guidance on the submission of Medicaid, non-Medicaid, and payment request forms for all providers, including, but not limited to, Native American providers, providers in remote areas and those with limited internet connectivity.
Real-time Enrollment Application Process	B081	The Contractor's solution shall provide an electronic configurable step-by-step guided real-time enrollment application process (utilizing Artificial Intelligence [AI]) across Fee-for-Service (FFS), non-Medicaid providers and MCO Contracted Providers that includes collection and on-going maintenance of information needed to support provider screening, verification, enrollment and re-enrollment such as:
Real-time Enrollment Application Process	B082	· Demographics such as:
Real-time Enrollment Application Process	B083	o Name (per Procuring Agency naming conventions Provider Name, Legal Name, Doing Business As);
Real-time Enrollment Application Process	B084	o Date of Birth (DOB);
Real-time Enrollment Application Process	B085	o Date of Death (DOD);
Real-time Enrollment Application Process	B086	o Gender;
Real-time Enrollment Application Process	B087	· Provider Identifiers (e.g., National Provider Identifier [NPI] or Atypical Provider Identifier [API] Presumptive Eligibility Determinator [PED], Internal Identifiers, Drug Enforcement Agency [DEA], Clinical Laboratory Improvement Amendment [CLIA], National Association of Boards of Pharmacy [NABP], MCO Identifier), Tax ID [e.g., Social Security Number, Federal Employer Identifier Number [FEIN],

Sub Task	ID	Description
		Government Issued IDs), unique Procuring Agency MMIS ID, the MDM Enterprise Master Provider Index (MPI);
Real-time Enrollment Application Process	B088	· Ownership (e.g., Owner Personal Information, Owner Address Information, Managing Employee Information, Managing Employee Personal Information, Managing Employee Address Information;
Real-time Enrollment Application Process	B089	· Language(s);
Real-time Enrollment Application Process	B090	· New patient indicator;
Real-time Enrollment Application Process	B091	· Patient capacity and assigned members;
Real-time Enrollment Application Process	B092	· Bed Count for specified facilities;
Real-time Enrollment Application Process	B093	· Phone number(s) (e.g., business, fax, cellular);
Real-time Enrollment Application Process	B094	· Preferred communication method;
Real-time Enrollment Application Process	B095	· Address(es) and location type;
Real-time Enrollment Application Process	B096	· Email(s), Website(s);
Real-time Enrollment Application Process	B097	· Billing Type;
Real-time Enrollment Application Process	B098	· Taxonomy requirements including validating taxonomy entered by the provider and matching appropriate taxonomy to the State's identified provider type, specialty, subspecialty;
Real-time Enrollment Application	B099	· Licensure/Credentialing/Certification/Training requirements;

Sub Task	ID	Description
Process		
Real-time Enrollment Application Process	B100	· HHS OIG exclusions (LEIE), Integrity scans;
Real-time Enrollment Application Process	B101	· Procuring Agency defined exclusion list;
Real-time Enrollment Application Process	B102	· Affiliations (e.g., Managed Care Organization [MCO], Accountable Care Organization [ACO]);
Real-time Enrollment Application Process	B103	· Enhanced payment indicator(s);
Real-time Enrollment Application Process	B104	· Attachments;
Real-time Enrollment Application Process	B105	· Insurance information and policy data for all mandated insurance as defined for each provider type;
Real-time Enrollment Application Process	B106	· Security compliant Electronic Funds Banking/Financial Information;
Real-time Enrollment Application Process	B107	· Trading Partner Agreement(s), Participation agreement(s), scopes of work, Business Associate Agreements (BAA) based upon program rules;
Real-time Enrollment Application Process	B108	· Electronic claim submitter status and related information;
Real-time Enrollment Application Process	B109	· Provider Group Information;
Real-time Enrollment Application Process	B110	· Generated Procuring Agency Provider Agreement(s); and
Real-time Enrollment Application Process	B111	· Customer Specific Additional Information.

Sub Task	ID	Description
Real-time Enrollment Application Process	B112	The Contractor's solution shall provide the ability for providers to electronically submit applications, updates, attachments, and materials at any time, including during the application, renewal, or reauthorization process(es).
Real-time Enrollment Application Process	B113	The Contractor's solution shall communicate the real-time status of a provider's registrations or applications to the provider through a variety of channels (e.g., real-time status portal, paper correspondence, email, text, real-time status tracking bar).
Real-time Enrollment Application Process	B114	The Contractor's solution shall, based upon Procuring Agency defined rules, have the ability to prepopulate all corresponding fields in required documents based on initial information submitted.
Real-time Enrollment Application Process	B115	The Contractor's solution shall initiate specific rules based questions that will ensure all required fields are completed and allow for those that are not required to be bypassed (e.g., services previously rendered, if yes, the Portal [or mobile app] will require the date of service to ensure that the enrollment date covers DOS. If no, the Provider will move to next step).
Real-time Notes	B150	The Contractor's solution shall provide real-time capture and maintenance of displayable, filterable, unlimited; free-form notes throughout the solution to include at minimum:
Real-time Notes	B151	· Optional notes;
Real-time Notes	B152	· Mandatory notes;
Real-time Notes	B153	· Note type;
Real-time Notes	B154	· Notes follow through the Provider record from application on; and
Real-time Notes	B155	· Roles/Profile driven note entry and update details (who, when, what).
Real-time Provider Application Automated Review Process	B156	The Contractor's solution shall automatically review the application in real-time, determine provider eligibility, track status and initiate workflow next steps.
Real-time Provider Application Automated Review Process	B157	The Contractor's solution shall include configurable statuses such as approved, denied, incomplete, additional information required, suspended for additional review.
Real-time Provider Application Automated Review Process	B158	The Contractor's solution shall include configurable workflow including, at minimum, defining:
Real-time Provider Application Automated Review Process	B159	· Alerts/notifications;
Real-time Provider Application Automated Review Process	B160	· Routing rules (e.g., contractor internal, Procuring Agency, Procuring Agency contractors, other agencies, MCO/ACO);
Real-time Provider	B161	· External escalation rules;

Sub Task	ID	Description
Application Automated Review Process		
Real-time Provider Application Automated Review Process	B162	· Contractor escalation rules;
Real-time Provider Application Automated Review Process	B163	· Correspondence generation;
Real-time Provider Application Automated Review Process	B164	· Timelines; and
Real-time Provider Application Automated Review Process	B165	· Follow up processes.
Real-time Provider Application Automated Review Process	B166	The Contractor's solution shall proactively communicate with providers to facilitate their successful and continued enrollment, based upon Enterprise configurable workflow and business rules.
Real-time Special Provider Application Screening, Review and Determination Processes	B169	The Contractor's solution shall, in addition to all other automated screening, identify Procuring Agency defined critical enrollment providers or as established by Procuring Agency current regulations, such as, but not limited to , Tribal 638, IHS, PED, Behavior Health, and Health Home providers and prioritize their applications by performing provider eligibility determination within forty-eight (48) hours of application submission with enough information to proceed with review.
Real-time Special Provider Application Screening, Review and Determination Processes	B170	The Contractor's solution shall register out-of-state providers for enrollment per Procuring Agency defined rules.
Real-time Special Provider Application Screening, Review and Determination Processes	B171	The Contractor's solution shall enroll non-Medicaid providers who render services to customers of Procuring Agency and other Enterprise programs and eliminate unnecessary enrollment requirements for such providers.
Real-time Special Provider Application Screening, Review and Determination Processes	B172	The Contractor's solution shall initiate, capture, and track the fingerprint based criminal background check results for State and Federal regulation defined providers (e.g., identified "high risk" providers, direct and indirect ownership interests).

Sub Task	ID	Description
Real-time Special Provider Application Screening, Review and Determination Processes	B173	The Contractor's solution shall include automated use of Provider Enrollment, Chain and Ownership System (PECOS) for status of site visit, fingerprinting and ownership information in PECOS and comply with agreed upon processing for fingerprint- based criminal background checks, as established by Federal or State regulations for those not found in PECOS. This is subject to a memo of understanding or business associate agreement between CMS procuring agency and the contractor.
Real-time Special Provider Application Screening, Review and Determination Processes	B174	The Contractor's solution shall perform and track pre-enrollment and post-enrollment site visits for providers, including determining whether a Medicare or DOH site visit has occurred (potentially making another site visit unnecessary) and recording such site visit data in the provider record.
Workflow	A060	The Contractor's solution must comply with agreed upon SLAs for completion of:
Workflow	A061	· Critical Enrollment Provider Applications (fully completed) forty-eight (48) clock hours;
Workflow	A062	· Non-Critical Enrollment Provider Applications (fully completed) ninety-six (96) clock hours;
Workflow	A063	· Recertification Applications Ten (10) business days;
Workflow	A064	· Turn around document (TAD) updates Ten (10) business days;
Workflow	A065	· Provider Updates/Changes Ten (10) business days;
Workflow	A066	· Provider Submission of Missing Materials Ten (10) business days;
Workflow	A067	· Electronic notification to providers Real-time after each business event; and
Workflow	A068	· Reconciliation of provider record update errors Ten (10) business days.

Exhibit D – Functional Requirements: Platform

Sub Task	ID	Description
Analytics	A100	The Contractor's solution shall allow definition and management of qualitative analytic capabilities for the underlying services.
Analytics	A101	Within the reports available via the mechanisms outlined in the Service Enablement and Integration section above, the solution shall provide performance and operational metrics reports, via service enablement as defined in coordination with the SI and the Procuring Agency.
Analytics	A102	The Contractor shall coordinate with the SI to identify further reports and service enabled data that includes information on transactions and performance and other metrics as necessary to aid in improving business operations, transparency, and accountability. Remedial action is required if performance drops below the SLA, otherwise, identification and notification is acceptable.
Approach and Infrastructure	A078	The Contractor shall be limited to using configurations of COTS solutions and shall avoid the usage of custom software. All use of custom developed software must be approved by the Procuring Agency.
Approach and Infrastructure	A079	The Contractor's solution shall ensure that business rules defined within the solution shall remain separate from any core programming of the tools used.
Approach and Infrastructure	A080	The Contractor shall develop a Disaster Recovery/Business Continuity Plan (DR/BCP) in collaboration with the SI and the Procuring Agency to meet CMS standards. The solution shall allow for geographically diverse backup systems with "hot" replicated data capability. The Contractor shall participate in and report tests of their portion of the plan at least once annually, with notification and damage requirements as specified in Appendix K -HHS 2020 Performance Measures.
Approach and Infrastructure	A081	The Contractor shall perform and report initial testing before go-live with all issues being resolved prior to go live, pursuant to mutually agreed upon acceptance criteria.
Approach and Infrastructure	A082	In addition to data redundancy capabilities defined for in the DR/BCP, the Contractor's solution shall maintain access control on data to prevent accidental or intentional deletion or damage of the data.
Approach and Infrastructure	A083	The Contractor's solution shall maintain geographically distributed databases/datacenters, for delivery of data rapidly and robustly through all communication methods.
Approach and Infrastructure	A084	The Contractor's solution shall maintain and report availability twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year for 99.95% of the time except for agreed upon maintenance windows.
Approach and Infrastructure	A085	The Contractor shall comply with and report the Provider Management SLAs in Appendix K – HHS 2020 Performance Measures or be subject to the penalties outlined therein.
Approach and Infrastructure	A086	The Contractor shall monitor and report the performance speeds below as measured at the BPO hub and is defined as the speed after the receipt of a request by the solution until a response notification is sent. The Contractor shall make available in a format that can be consumed in a dashboard to measure and manage the response speed data via service enablement and other relevant data and certify to their correctness.

Sub Task	ID	Description
Approach and Infrastructure	A087	The Contractor's solution shall perform, and report service enabled synchronous request of a single entity in less than 0.25 second, 95% of the time.
Approach and Infrastructure	A088	The Contractor's solution shall perform, and report service enabled synchronous request resulting in large amounts of data or large searchable lists at the rate of 10,000 rows/second.
Approach and Infrastructure	A089	The Contractor's solution shall perform an acknowledgement of a service enabled asynchronous request within 0.1 second, 95% of the time.
Approach and Infrastructure	A090	The Contractor's solution shall maintain data confidentiality; data integrity; data availability; data authenticity; data security; non-repudiation of data and report any risks or breaches of security per Procuring Agency criteria.
Approach and Infrastructure	A091	The Contractor's solution shall deliver a scalable approach that allows the services to handle the anticipated data and resource volumes.
Approach and Infrastructure	A092	The Contractor shall work with SI and the Procuring Agency on details of defining the Virtual Private Network (VPN) connections needed and to identify bandwidths needed.
Approach and Infrastructure	A093	The Contractor's solution shall provide a separate environment which mirrors the production environment as much as possible and allows "what if" testing of proposed business rules, reference data and other configurations. The Contractor shall coordinate with SI to integrate the environment with the proper IP environment, if any.
Auditing	A095	The Contractor shall coordinate with the SI and the audit framework within the solution in order to provide service enabled audit trails in support of applicable State and Federal regulations including the HIPAA §164.308(a)(1)(ii)(D): Security Management Process.
Auditing	A096	The Contractor shall inform the SI on how the Contractor's solution has structured audit trail records, the fields, and the formats it will audit and how it controls access to audit information and services.
Auditing	A097	The Contractor's solution shall maintain an audit trail of all actions by all Users and all systems, including view only actions, of the Benefit Management Services components. The audit trail shall include a record of what was returned.
Auditing	A098	The Contractor's solution control access to data and the comply with Procuring Agency security requirement actions when controls are violated.
Auditing	A099	The Contractor's solution shall retain sufficient data (e.g., audit records, claims, encounters, payments) per State and Federal retention policies.
Data Exchange	G035	The Contractor shall electronically respond to the Enterprise for all electronic data and report requests.
Data Exchange	G036	The Contractor shall provide data to the Enterprise to trigger State-defined notifications and alerts, as documented by the Contractor and Procuring Agency in design, configuration and/ or requirements sessions (i.e., review and approval, correspondence generation, data contradiction, eligibility segments, high risk criteria, data driven events, State-defined criteria).
Data Exchange	G037	The Contractor shall provide data for analytics, which will be specified and documented by the Contractor and approved by the Procuring Agency in design and configuration sessions (e.g., multiple appeals, network availability, languages, new patient indicator, IHS indicator, Procuring Agency defined attributes) monitoring, and reporting (e.g., trends in accounts payable such as, but not limited to, showing increases/decreases

Sub Task	ID	Description
		and cumulative year-to-date figures after each Benefit Management Services cycle) to assist in the management of its business services across all Benefit Management Services functionality.
Data Exchange	G038	The Contractor shall work with other modules and share information and data with the Data Services module, which will be responsible for all State defined applicable Federal and Procuring Agency reporting as well as providing Dashboards for the State.
Extensibility	A032	The Contractor's solution shall be extensible so that new, related functional areas can be added without disturbing the remainder of the Contractor's solution or that within the Enterprise.
Extensibility	A033	The Contractor's solution shall allow functional areas to be removed without disturbing remaining functional areas within the solution.
Integration with SI	F007	The Contractor shall integrate the solution with the HHS2020 processes and standards necessary to meet Federal and State regulatory and policy requirements, in place at the time of integration.
Integration with SI	F008	The Contractor shall integrate its services with the SI's Integration Platform.
Integration with SI	F009	The Contractor shall coordinate its services with the SI Contractor for data exchange, including metadata.
Integration with SI	G013	The Contractor shall integrate with the SI's Integration Platform and coordinates with the SI Contractor for secure and reliable data exchange including metadata.
Real-Time Data Exchange	C003	Except where noted, data shall be sent and received via standard service enablement as described by Deliverable 2.
Real-Time Data Exchange	C004	The Contractor's solution shall provide Extract, Transform and Load (ETL) of all required data and attachments from the Enterprise in accordance with current applicable Program, State and Federal regulations and/or policies.
Real-Time Data Exchange	C005	The Contractor's solution shall integrate with the Enterprise to provide real-time provider enrollment data, including status, to Enterprise programs.
Real-Time Data Exchange	C006	The Contractor's solution shall verify and communicate real-time data to the other authorized entities (e.g., module contractor, Enterprise partners, MCO) via the SI ESB for processing.
Real-Time Data Exchange	C008	The Contractor's solution shall identify and provide data to the Enterprise to trigger Procuring Agency-defined notifications and alerts (e.g., irregular enrollment activity, excessive grievance and appeal activity, applications or provider record changes that require review and approval, data contradiction, high risk taxonomy, recertification, program/policy specifics, data driven events).
Real-Time Data Exchange	C009	The Contractor's solution shall make data available to support the Audit Coordination component on Enterprise-directed provider audits, and external audits with provision of pertinent provider information.
Real-Time Data Exchange	C010	The Contractor's solution shall receive and process Enterprise data including updates (e.g., provider MCO affiliation updates, licensing, certification/training updates) used in business processes.
Real-Time Data Exchange	C011	The Contractor's solution shall accept, and store provider files received through the IP from a variety of sources. The Contractor shall indicate the sources of provider data currently implemented within a similar sized deployment.
Real-Time	C012	The Contractor's solution shall develop and maintain data capture formats

Sub Task	ID	Description
Data Exchange		used to support HIPAA transaction sets pertinent to Benefit Management Services and any relevant business function requested identified by the State. Data capture formats identified by the State in the future shall be added by the change management process and maintained by the Contractor.
Real-Time Data Exchange	C013	The Contractor's solution shall validate data against Procuring Agency defined business rules.
Real-Time Data Exchange	C014	The Contractor's solution shall integrate via the ESB with other systems internal to the MMISR to exchange data and interfaces external to the MMISR are covered as the intellectual property of the COTS product (e.g., license, training/certifications, credentials, indicators, attributes, MCO affiliation).
Real-Time Data Exchange	C015	As defined during the design/ configuration sessions, the Contractor's solution shall provide data for analytics, monitoring, reporting capabilities, payment (e.g., multiple appeals, network availability, languages, new patient indicator, IHS indicator, Procuring Agency defined attributes) to assist in the management of its business services across all Benefit Management Services functionality.
Real-Time Data Exchange	C016	As defined during the design/ configuration sessions, the Contractor's solution shall integrate with the SI for Enterprise document management and data exchange.
Real-Time Data Exchange	C017	The Contractor's solution shall integrate with the SI to receive and process electronic data and route outgoing correspondence electronically to HSD's print/mail Contractor(s) for distribution.
Real-Time Data Exchange	C018	The Contractor's solution shall trigger and follow up on provider communications received by various means to be imaged, generated, tracked, indexed, routed, managed, and maintained historically and accessed by authorized users.
Real-Time Data Exchange	C019	The Contractor's solution shall integrate with the SI to transmit provider contact information for the State to contact to MCOs when customer switches to a different MCO.
Real-Time Document Processing	C001	The Contractor's solution shall receive real-time image files of paper documents (e.g., license, provider agreement, certification/training documentation) scanned by the Procuring Agency and routed via the SI to the Contractor for processing.
Real-Time Document Processing	C002	For documents that require printing and distribution, the Contractor's solution shall generate print files and transmit them electronically via the SI to the Procuring Agency's selected print/mail Contractor.
Real-time Integration with SI	B050	The Contractor shall comply with the SI's processes, standards and Shared Core Services, and coordinate integration with the SI Contractor.
Real-time Integration with SI	B051	The Contractor shall integrate its services, real-time, with the SI's Integration Platform.
Real-time Integration with SI	B052	The Contractor shall coordinate its services with the SI Contractor for real-time data exchange, including metadata.
Real-time Portal	B053	The Contractor's Provider Portal solution shall integrate real-time, through the System Integrator platform, with the Procuring Agency External Portal,

Sub Task	ID	Description
Integration		which enables providers to complete, save and submit New/Renewal Provider Applications, to support at minimum:
Real-time Portal Integration	B054	· Single Sign On (SSO), IdAM;
Real-time Portal Integration	B055	· Enterprise Shared Services (e.g., Master Data Management [MDM]; Address Standardization, Validation and Verification [ASVV] tool, Customer Communication Management [CCM]; Electronic Document Management [EDM], Deidentified Data Service;
Real-time Portal Integration	B056	· Provider application;
Real-time Portal Integration	B057	· Provider record updates;
Real-time Portal Integration	B058	· Turn Around Document (TAD);
Real-time Portal Integration	B059	· Provider reverification;
Real-time Portal Integration	B060	· Provider access to alerts/notifications and/or correspondence;
Real-time Portal Integration	B061	· Downloading official publications such as policy manuals and notices from a single source Procuring Agency repository and for maintaining the most recent or updated copies of such publications;
Real-time Portal Integration	B062	· Appeal process; and
Real-time Portal Integration	B063	· Enterprise Content Management (ECM) services to store or retrieve electronic pictures and other biometric identifiers of providers.
Service Enablement and SI Integration	A001	The Contractor's solution shall integrate with the System Integrator (SI)'s System Integration Platform (SIP), which is a highly reliable, loosely coupled, secure SOA-compliant platform that will provide core shared services and ongoing operational monitoring and management capability. Services are made available through open interfaces and exposed Application Programming Interfaces (APIs) as defined in the deliverable below on integration catalogs. Through these capabilities the IP achieves an open and reusable architecture. The Contractor's solution shall not interfere with these capabilities.
Service Enablement and SI Integration	A002	The Contractor shall adhere to all standards established by the SI and approved by the Procuring Agency for integration, interoperability, security, Single Sign On (SSO) and transmission of data. Additionally, the Contractor shall adhere to additional security requirements as defined within the Security Deliverable within this document.
Service Enablement	A003	The contractor shall provide integration with the SSO capabilities and security requirements as defined and implemented by the SI Contractor.

Sub Task	ID	Description
and SI Integration		
Service Enablement and SI Integration	A004	The Contractor shall accomplish at minimum User Authentication, Authorization, Privacy, Audits, and Protection in accordance with all applicable laws, regulations, and policies.
Service Enablement and SI Integration	A005	The Contractor's solution shall exchange data using the SI's Enterprise Service Bus (ESB) and acknowledge the data belongs to the Procuring Agency.
Service Enablement and SI Integration	A006	The Contractor shall provide an integration catalog giving an itemized list of all available services within the MMISR solution and the API parameters necessary to call them. The catalog shall also include a list of all services expected to be called from other modules, with expected parameters. The Contractor will modify APIs as necessary to conform with the SI's standards.
Service Enablement and SI Integration	A007	The Contractor's solution shall provide metadata in a structured format for each service exposed in the integration catalog. The format is to be selected or developed in cooperation with the SI. The Contractor's solution will be able to access similar metadata information for services exposed by other modules in the enterprise via the DGC and guided by the following standards : Federal Health Information Model (FHIM), National Information Exchange Model (NIEM), Health Level Seven Clinical Document Architecture (HL7) and others. The DGC may expand the canonical model as it sees fit. The Contractor shall coordinate with the SI in the development of these model capabilities.
Service Enablement and SI Integration	A008	The Contractor's solution shall implement the Procuring Agency approved Data Governance directives/policies and explain how it will support the Enterprise Data Governance Council.
Service Enablement and SI Integration	A009	The Contractor's solution shall use defined message models which will be a subset of the fully formed data models.
Service Enablement and SI Integration	A010	The Contractor's solution shall provide for future needs of the MMISR Framework, subject to the change management process when applicable, and shall comply with CMS guidance on modularity and integration.
Service Enablement and SI Integration	A011	The Contractor's solution shall integrate through the SI platform with at minimum other modules (e.g., Financial Services [FS], Quality Assurance [QA], Data Services [DS], Unified Public Interface [UPI] which incorporates the Portals and Consolidated Customer Service Center [CCSC]), MCOs, Applicable partners (Enterprise) and SI shared services.
Service Enablement and SI Integration	A012	The Contractor's solution shall allow data elements available through integration interfaces or predefined reports to be made available for subscription through predefined relational and/or time-based criteria.
Service Enablement	A013	The Contractor's solution shall submit data and receive mastered data through the Master Data Management (MDM) using the canonical data

Sub Task	ID	Description
and SI Integration		model.
Service Enablement and SI Integration	A014	The Contractor's solution shall use a commercially acceptable Extract, Transform and Load (ETL) and API processes to consume legacy data contained within the IP Systems Migration Repository (SMR). The contractor will be responsible for loading the data after it has been converted and placed in the SMR by the System Integrator. In that the Contractor is dependent upon the System Integrator to perform the conversion, the Contractor will not be held responsible for impacts and delays related to the System Integrator's performance of the conversion.
Service Enablement and SI Integration	A015	The Contractor's solution shall deliver through service enablement, limited extracts of data according to search criteria, as defined during DDI, or as defined through the change management process in coordination with the SI.
Service Enablement and SI Integration	A016	The Contractor's solution shall work with the SI Contractor to convert all applicable data from the Procuring Agency's Legacy System and produce comparative reports for previous periods of operation from the converted data.
Service Enablement and SI Integration	A017	The Contractor's solution shall deliver larger extracts of full records, as defined during DDI, or as defined through the change management process, through file capability, as enabled by the Application Programming Interface (API) Manager. Encoding of the files shall be through one of several usual formats but naming of the columns must be through the canonical model.
Service Enablement and SI Integration	A018	The Contractor shall provide validated data to defined services, as coordinated through the SI.
Service Enablement and SI Integration	A019	The Contractor's solution shall, as needed, be able to request services from some legacy systems through an orchestrated file interface utilizing a managed file transfer. The interface will be available through the API Manager.
Service Enablement and SI Integration	A020	The Contractor's solution also shall, as needed, present data to the enterprise through a file interface and managed file transfer, likewise be made available through the API manager.
Service Enablement and SI Integration	A021	The Contractor's solution shall communicate using the canonical data model to the Unified Portal (UP) for user interfacing needs.
Service Enablement and SI Integration	A022	The Contractor shall control access to its solution by non-Contractor users by utilizing identity management and authorization provisioning provided by the Unified Portal and as defined by the Procuring Agency.
Service Enablement and SI Integration	A023	The Contractor shall deliver a security document describing how direct access users have accounts in the solution, or how the solution performs single sign-on (SSO) using Active Directory (AD) Credentialing.
Service	A024	The Contractor's solution shall perform final validations, based upon

Sub Task	ID	Description
Enablement and SI Integration		Procuring Agency defined rules, on incoming requests. Some validations on enabled services are performed by the orchestrations and rules engines available in the ESB.
Service Enablement and SI Integration	A025	The Contractor's solution shall perform field validations for interactions through the Contractor's User Interface (UI) solution. Interactions which do not meet validity requirements shall also be recorded for resolution later. Such interactions shall be identified as being received from the Contractor's UI.
Service Enablement and SI Integration	A026	The Contractor shall provide reports to the enterprise in multiple formats.
Service Enablement and SI Integration	A027	· Predefined reports to be generated at set intervals or when indicated by messaging from the enterprise SOA. Output is in an agreed common document type and to be shared with the enterprise.
Service Enablement and SI Integration	A028	· Via exposed SOA service, with parameters specified in the service request and with output as a SOA service response.
Service Enablement and SI Integration	A029	The Contractor shall coordinate with the SI to provide through service enablement any reference data according to the agreed upon data models.
Service Enablement and SI Integration	A030	The Contractor shall coordinate with the SI to provide web applications that are integrated into the Unified Portal as Presentation Layer Services using JPS, JSR, WSRP-compliant or other specification including a list and description for each of their proposed standards-based web applications and the corresponding levels of standards compliance (e.g., JSR 362, WSRP 2.0).
Service Enablement and SI Integration	A031	The Contractor's solution shall provide and integrate approach facilitates actionable insights beyond those available with a traditional transaction-based web application.
Shared Services	A034	The Contractor's solution shall use the Shared Services provided by the enterprise in the IP whenever possible, as directed by the Procuring Agency. These services include:
Shared Services	A035	· Identity Access and Management (IdAM). Typically, this will not be needed by the solution as incoming requests will already be validated by the requesting service, with the user identified in the request. That Contractor's solution may use the identified user to perform fine-grained authorization on particular data elements and in other cases as needed. The Contractor's solution shall log the user for use in audit trails and other analysis.
Shared Services	A036	· MDM is available for accessing mastered enterprise data from across the enterprise.
Shared Services	A037	· Customer Communication Management (CCM) for correspondence between stakeholders.
Shared Services	A038	· Electronic Document Management (EDM) which serves as a searchable document repository.

Sub Task	ID	Description
Shared Services	A039	· Address Standardization, Verification and Validation (ASVV) tool.
Shared Services	A040	· Deidentified Data Service which allows data with Personally Identifiable Information (PII) to be converted such that it can be used in test environments.
Testing	F020	The Contractor must provide Procuring Agency access to an up-to-date impact analysis "what if" testing environment that mirrors production, for testing of any proposed business rule or configuration.
User Experience	A094	The Contractor's solution shall use the Procuring Agency -specified style guide to accomplish a common User experience across the User Interface (UI).
Workflow	A041	The Contractor's solution must support, Procuring Agency approved, configurable workflow management, defined as "sequential tasks carried out on user-defined rules or conditions, to execute a business process to meet a need or outcome," throughout the Module, in order to provide the business outcomes required for accurate and efficient Medicaid processing, better serve Stakeholders, and comply with Procuring Agency and Federal requirements. The Contractor's solution must integrate workflow with the SI.
Workflow	A042	The Contractor's solution must include but is not limited to, the ability to:
Workflow	A043	Enter business rules based upon multiple criteria (e.g., policy, provider type/taxonomy, CMS requirements, reporting needs, program, correspondence generation, timelines, issues, grievances, appeals);
Workflow	A044	Enter business rules for each step, task, inputs, outputs, role assignment, to achieve the desired business outcome;
Workflow	A045	Enter manual and automated tasks (that trigger an automated workflow) and timelines within each step throughout the business process;
Workflow	A046	Enter manual and automated escalation rules;
Workflow	A047	Enter manual and automated approval, denial, suspense rules;
Workflow	A048	Route and reroute tasks, as needed;
Workflow	A049	Enter alerts and/or notifications that are triggered within each task/step (e.g., providers must be notified if the application has been pended due to missing or invalid information, if a site visit is required, with the date of the scheduled site visit included in the notice);
Workflow	A050	Select how to receive alert/notification (e.g., email, text, banner);
Workflow	A051	Receive an alert, open alert, select the task, and perform the action to be taken (e.g., decision, when provider notification has occurred) to the task to work it, after which the workflow solution shall automatically mark the alert as resolved, remove it from User's task list, and, if required, alert the entity responsible for the next step in the process;
Workflow	A052	Enter steps and tasks timelines with automated follow up and escalation (e.g., decision on provider application, enrollment, eligibility and recertification applications, provider updates, identification of missing materials, electronic notification to providers, reconciliation of provider record update errors);
Workflow	A053	Attach files and/or documents;
Workflow	A054	Add notes;
Workflow	A055	Automatically generate, modify, and suppress communications based on

Sub Task	ID	Description
		parameters set by the Enterprise;
Workflow	A056	Automatically provide communications, in a variety of formats, to and from interested parties and tracks and monitors responses to the communications;
Workflow	A057	Enter step/task assignment rules to specific role, profile and/or person;
Workflow	A058	Enter rules for triggers, actions, timeframes, automatic follow up; and
Workflow	A059	Integrate through the SI.

Exhibit E – Functional Requirements: Solution

Sub Task	ID	Description
Analysis	B215	The Contractor’s solution shall, in order to ensure an efficient mix of services are made available within the state, perform analysis, evaluation and report on real-time provider availability including at minimum:
Analysis	B216	· Provider taxonomy (provider type, specialty, subspecialty);
Analysis	B217	· Geospatial location;
Analysis	B218	· Accepting new patients;
Analysis	B219	· Patient capacity and assigned members;
Analysis	B220	· Languages; and
Analysis	B221	· Performance measures/ratings.
Data	G004	The Contractor shall prevent deletion or damage of Benefit Management Services data including a description of backup and recovery data.
Data	G005	The Contractor shall retain data, as defined by the Contractor and approved by the Procuring Agency and documented in design and requirements sessions (i.e., audit records, demographics, taxonomy, credentials, MCO affiliations) per Procuring Agency requirements.
Data	G006	The Contractor shall manage and maintain reference data history to include previous reference data and relevant date spans based on Procuring Agency retention policies.
Data	G007	The Contractor shall provide Stakeholders with access to BMS information.
Data	G008	The Contractor shall provide data for a master set of processes and reports.
Provider On-going Real-time Eligibility Monitoring	B205	The Contractor’s solution shall perform real-time initial and ongoing automated electronic capture, validation, maintenance, and monitoring, of required training, license/certification, sanction, and moratorium information (including Procuring Agency-imposed and provider-requested [“Self-Imposed”] moratoria).
Provider On-going Real-time Eligibility Monitoring	B206	The Contractor’s solution shall perform initial and ongoing automated monitoring to ensure that providers are qualified to render specific services by verifying and monitoring licenses, certifications, trainings, provider agreement qualifications, sanction, and moratorium information. The solution shall a mechanism(s) to provide notice to the appropriate Enterprise staff when it learns of adverse actions or other circumstances that jeopardize participation in Enterprise programs or which shall be cause for termination or suspension. The Contractor’s solution shall place providers on a participation moratorium, by date segment, and by identified programs, pursuant to direction of authorized Enterprise program officials.
Provider On-going Real-time Eligibility Monitoring	B207	The Contractor’s solution shall perform initial and ongoing automated monitoring to ensure that the appropriate category (taxonomy, provider type, specialty, and subspecialty) are recorded in a provider’s record and related credentials are validated.
Provider On-going Real-time Eligibility Monitoring	B208	The Contractor’s solution shall perform initial and ongoing provider facility pre-screening and reassessment activity per current applicable Program, State and Federal regulations, guidelines and/or policies.
Provider On-	B209	The Contractor’s solution shall conduct provider background checks per

Sub Task	ID	Description
going Real-time Eligibility Monitoring		contractor configured, contractor configured business rules.
Provider On-going Real-time Eligibility Monitoring	B210	The Contractor's solution shall capture, validate, maintain, and monitor, through electronic means, IRS income reporting numbers including Federal Employer Identification Number (FEIN) and Social Security Number (SSN) as well as other requisite financial information, as defined by the parties during requirements and design sessions.
Provider On-going Real-time Eligibility Monitoring	B211	The Contractor's solution shall proactively monitor Provider Agreement expiration dates and notify the provider and the Enterprise Procuring Agency of such expiration dates at specific time intervals prior to the Agreement's expiration; these time intervals must be configurable per the business rules of the sponsoring Enterprise agency.
Provider On-going Real-time Eligibility Monitoring	B212	The Contractor's solution shall proactively communicate with providers to facilitate their successful and continued enrollment, per Enterprise configurable workflow and business rules.
Provider On-going Real-time Eligibility Monitoring	B213	The Contractor's solution shall proactively services monitor the provider record to determine whether the provider has started the renewal process and trigger configurable notification to Enterprise Procuring Agency staff about providers who have not started the process at specific time intervals before the Provider Agreement expiration date.
Real-time Complaint, Grievance and/or Appeal	B182	The Contractor's solution shall provide and manage Procuring Agency configurable real-time grievance and appeals functionality:
Real-time Complaint, Grievance and/or Appeal	B183	· In compliance with federal guidelines contained in 42 CFR 431.105;
Real-time Complaint, Grievance and/or Appeal	B184	· Capable of revising records which may extend or limit the effective dates of an appeal;
Real-time Complaint, Grievance and/or Appeal	B185	· Identify duplicate appeals and allow multiple providers and provider types involved in a series of grievances or appeals to be automatically incorporated into a single appeal;
Real-time Complaint, Grievance and/or Appeal	B186	· Appeal grouping attributes and indicators;
Real-time Complaint, Grievance and/or Appeal	B187	· Make appeal data available and visible to the Enterprise;
Real-time	B188	· Provide search and inquiry;

Sub Task	ID	Description
Complaint, Grievance and/or Appeal		
Real-time Complaint, Grievance and/or Appeal	B189	· Attach related documentation;
Real-time Complaint, Grievance and/or Appeal	B190	· Ensure the initial record and all revisions will be maintained in the Provider Management services
Real-time Configurable Rules Engine	B016	The Contractor's solution shall provide a configurable system with a date driven, real-time, Rules Engine that is modular and reusable in order to meet the Stakeholder's business needs, State and Federal requirements and policies.
Real-time Configurable Rules Engine	B017	Minimum Tasks, include but are not limited to:
Real-time Configurable Rules Engine	B018	· Configurable Rules Engine
Real-time Configurable Rules Engine	B019	Provide and configure (add/update) Procuring Agency defined rules within agreed upon time of the Procuring Agency providing rule including but not limited to:
Real-time Configurable Rules Engine	B020	· Policy/program specific rules (e.g., credentials, licenses, training, provider agreements, screening criteria, Managed Care Organization affiliation, background checks);
Real-time Configurable Rules Engine	B021	· Procuring Agency defined, "Critical" providers that require special and/or expedited processing (e.g., Tribal 638 programs, Indian Health Services (IHS), Health Home, Behavioral Health);
Real-time Configurable Rules Engine	B022	· Out-of-State Provider processing;
Real-time Configurable Rules Engine	B023	· Recertification timelines, notifications/alerts and follow up;
Real-time Configurable Rules Engine	B024	· Required fields, acceptable values, valid values, required documentation/attachments;
Real-time Configurable Rules Engine	B025	· Validate and maintain the identification of multiple provider attributes and indicators (e.g., provider-specific factors related to reimbursement including non-traditional reimbursement methodologies such as value-based payments and volume purchase contracts, accepting new patients, language, certification/recertification, that impact claim processing such as rate differentials, special certifications and value-based routing, IHS);
Real-time Configurable Rules Engine	B026	· Correspondence generation (e.g., automatically generate, modify, and suppress communications based on parameters set by the Enterprise);
Real-time	B027	· Risk scoring system that automatically scores alerts the Procuring

Sub Task	ID	Description
Configurable Rules Engine		Agency to potential problem providers;
Real-time Configurable Rules Engine	B028	· Automatic approval, escalation, denial, follow up of provider initial application and/or updates;
Real-time Configurable Rules Engine	B029	· Provider status determination referral including at minimum referral reason, incidents found on a license, request to backdate enrollment over one year, Change of Ownership, change of provider type;
Real-time Configurable Rules Engine	B030	· Procuring Agency notes (in workflow's diary) what changes can be made or action to be taken and sends instructions back to FMA in workflow.
Real-time Configurable Rules Engine	B031	· When and to what Procuring Agency employee role needs to review;
Real-time Configurable Rules Engine	B032	· When to route application and/or updates for review and approval;
Real-time Configurable Rules Engine	B033	· When to approve a provider for specific counties or programs based upon Procuring Agency program approval; and
Real-time Configurable Rules Engine	B034	· Program specific rules, policies, edits.
Real-time Configurable Rules Engine	B035	Rules Engine Changes
Real-time Configurable Rules Engine	B036	Rules Engine Changes must include at minimum:
Real-time Configurable Rules Engine	B037	· A Procuring Agency approval process for any changes to the customer specific business rule. Contractor compliance with the Procuring Agency approval process is necessary to make changes to customer specific business rule;
Real-time Configurable Rules Engine	B038	· Provide authorized contractor Users the ability to define and redefine business rules; and
Real-time Configurable Rules Engine	B039	· Have customer defined business rules that can be configured by a trained Enterprise Business Analyst (BA) or Contractor BA and not hard coded in the Solution.
Real-time Configurable Rules Engine	B040	Date Driven includes at a minimum:
Real-time Configurable Rules Engine	B041	· Start date;
Real-time Configurable Rules Engine	B042	· End date;
Real-time Configurable Rules Engine	B043	· Modified date;

Sub Task	ID	Description
Configurable Rules Engine		
Real-time Configurable Rules Engine	B044	· History of date changes and description;
Real-time Configurable Rules Engine	B045	· Ability to establish date in the future; and
Real-time Configurable Rules Engine	B046	Ability to establish a retroactive start date.
Real-time Configurable Rules Engine	B047	The Contractor's Business Rules Engine (BRE) shall capture and use configurable business rules to assist the Procuring Agency in increasing MITA Maturity Levels while assuring compliance with State and Federal policies.
Real-time Configurable Rules Engine	B048	The Contractor's Business Rules Engine (BRE) shall provide business rules to the Enterprise in an electronic format compatible with the State's BRE in a language that business users can interpret.
Real-time Configurable Rules Engine	B049	The Contractor's Business Rules Engine (BRE) shall provide and integrate its standardized business rules data with the Procuring Agency's common business rule repository (Corticon and Oracle business rules).
Real-time Data Retention	B214	The Contractor's solution shall provide real-time services that capture, validate, and maintain required provider data per Procuring Agency defined retention policies.
Real-time MCO Integration	B175	The Contractor's solution shall, identify, monitor, update, and exchange information with the MCOs such as:
Real-time MCO Integration	B176	· Medicaid Providers information upon approval;
Real-time MCO Integration	B177	· Updated information from each Managed Care Organization (MCO) on contracted and terminated providers;
Real-time MCO Integration	B178	· Patient capacity and assigned members;
Real-time MCO Integration	B179	· Enrollment in the provider network(s) in which the provider is participating, including status, enrollment start, effective and end dates for the specific location by network affiliation and/or program; and
Real-time MCO Integration	B180	· Identifiers for contracted providers as in-network or out-of-network with the network name.
Real-time MCO Integration	B181	The Contractor's solution shall integrate with the SI MDM to capture, validate, reconcile, and monitor the unduplicated members assigned to a provider.
Real-time Portal Integration	B064	The Contractor's solution shall provide links to MCO comparison charts, contracted providers across MCOs, and value-added services. A link must provide the ability to search contracted providers across ALL MCOs at once, using Procuring Agency criteria (e.g., zip, location, language spoken,

Sub Task	ID	Description
		specialty type).
Real-time Portal Integration	B065	The Contractor's solution shall provide a Provider Directory which enables users to search for providers based upon Procurement Agency defined criteria (e.g., geographic, language, taxonomy, accepting patients, gender).
Real-time Portal Integration	B066	The Contractor's solution shall provide an exception process that allows providers to complete, save and submit New/Renewal Provider Applications.
Real-time Portal Integration	B067	The Contractor's solution shall include front-end capability to determine if more than one Enterprise provider record exists (including MDM integration), and in such cases, flag and automatically route such records for review and merging of data into one record while maintaining the history of multiple ID number submissions.
Real-time Portal Integration	B068	The Contractor's solution shall use the Enterprise Master Provider Index (MPI) to uniquely identify and track each provider, allowing for the association of multiple standardized and State-defined identifiers, attributes, qualifiers, and relationships.
Real-time Portal Integration	B069	The Contractor's solution shall perform checks on submitted New/Renewal Provider Applications for incomplete/invalid information and alert providers of incomplete/invalid information.
Real-time Portal Integration	B070	The Contractor's solution shall provide secure provider access to submit requests via multiple media for update, recertification, termination, or cancellation of their provider agreement.
Real-time Portal Integration	B071	The Contractor's solution shall provide, secure access to provider's information for authorized users
Real-time Portal Integration	B072	The Contractor's solution shall assist provider in completion of application and uploading relevant documents. Provider will be asked to complete all required application fields and validate entries. Once validation is complete, the completed version of the application is submitted via portal or mobile application.
Real-time Portal Integration	B073	The Contractor's solution shall assist provider in application process by providing access, including but not limited to:
Real-time Portal Integration	B074	· Mouse over guidance (screen tips)
Real-time Portal Integration	B075	· Chat bot
Real-time Portal Integration	B076	· Live chat with CCSC agent
Real-time Portal Integration	B077	· Frequently Asked Questions
Real-time Portal Integration	B078	The Contractor's solution shall provide viewable notifications to Providers and appropriate Procuring Agency staff and contractors that list issues that need to be addressed before enrollment can be completed. The notification will direct Providers to the portal (via link) or mobile app to complete and

Sub Task	ID	Description
		correct enrollment application.
Real-time Portal Integration	B079	The Contractor's solution shall provide, based upon security roles, viewable notifications which will indicate if an on-site visit is required by Procuring Agency staff prior to application completion. If an on-site visit is required, a task will be triggered to schedule the visit and a corresponding notification will be generated.
Real-time Provider Record Maintenance	B191	The Contractor's solution shall securely collect, update, process and maintain Enterprise defined provider information initially (e.g., status, correspondence) and as real-time changes occur.
Real-time Provider Record Maintenance	B192	Updates include at minimum:
Real-time Provider Record Maintenance	B193	· All data captured during the application process;
Real-time Provider Record Maintenance	B194	· Data from the MCOs (e.g., affiliation, status, start/end dates, special rate criteria);
Real-time Provider Record Maintenance	B195	· Data regarding enrollment across the Enterprise
Real-time Provider Record Maintenance	B196	· All data captured once enrolled; and
Real-time Provider Record Maintenance	B197	· Tracking multiple media information.
Real-time Provider Record Maintenance	B198	The Contractor's solution shall perform Procuring Agency approved mass updates to provider information.
Real-time Record Search Ability	B199	The Contractor's solution shall allow Procuring Agency-specified users to conduct real-time robust searches of provider records and materials using multiple search criteria.
Real-time Record Search Ability	B201	The Contractor's solution shall permit users to search on multiple or single criteria and view the results with the ability to perform secondary and tertiary searches within the primary search results.
Real-time Record Search	B202	The Contractor's solution shall provide a Provider Directory which enables users to search for providers based upon Procurement Agency defined criteria (e.g., geographic, language, taxonomy, accepting patients, gender).

Sub Task	ID	Description
Ability		
Real-time Reporting	B236	The Contractor's solution shall, identify, track, collect and report to the Procuring Agency at minimum:
Real-time Reporting	B237	· The number and status of new applications and updated provider records;
Real-time Reporting	B238	· Performance data; and
Real-time Reporting	B239	· Providers that have been sanctioned by any other oversight entity, including Medicare, other state's Medicaid programs, licensing or certification boards, State Agencies, and Federal Agencies, or have been listed in Abuse Registries.
Real-time Reporting and Dashboards	C020	The Contractor's solution shall develop, deliver, and maintain business service administration, performance, and reconciliation reports (e.g., workflow activity including volume of work completed, average processing time, number of incomplete applications, outreach activities) and dashboards.
Real-time Reporting and Dashboards	C021	The Contractor's solution shall track provider application and enrollment statistics accurately for reporting purposes.
Real-time Reporting and Dashboards	C022	The Contractor's solution shall provide authorized Users the ability to run reports available from its service based on user defined criteria (e.g., date range, provider number(s), taxonomy, language, new patient indicator provider status and date ranges associated with that status as either "active" or "inactive").
Real-time Reporting and Dashboards	C023	The Contractor's solution shall provide standard reporting, including performance reports; and maintains an inventory of all available reports with a synopsis of the report format and content.
Real-time Reporting and Dashboards	C024	The Contractor's solution shall provide dashboard capabilities that display real-time reporting with the flexibility to drill down or review different combinations of variables.
Real-time Reporting and Dashboards	C025	The Contractor's solution shall retain and provide real-time data for a master set of processes, reports, and dashboards.
Real-Time Web Services	C026	The Contractor's dashboards and data for user interfaces shall be delivered to the Unified Portal and the Consolidated Customer Service Center (CCSC) as described by Deliverable 2.
Real-time Workflow	B003	The Contractor's solution shall provide a configurable system with date driven (e.g., begin date, end date) real-time Workflow, Alert, Notification functions including at minimum:
Real-time Workflow	B004	· Configure initial and ongoing Workflow, Alert, Notification rules within agreed upon time of Procuring Agency approval;
Real-time Workflow	B005	· Workflow, alert, notification for manual processing when system cannot perform automatic processes (e.g., credential requires manual review, policy requires manual review, automated scan indicates manual review, high risk provider);
Real-time Workflow	B006	· Workflow alert, notification if changes occur affecting provider record processing, credentialing rules;
Real-time Workflow	B007	· Workflow must provide sorting of tasks;
Real-time	B008	· Workflow must provide ability to route task to another reviewer;

Sub Task	ID	Description
Workflow		
Real-time Workflow	B009	· Integrate with other components of the solution (e.g., CCM, EDM, Modules, CCSC, Portal)
Real-time Workflow	B010	· Provide recommendations to the Procuring Agency for workflow improvement and/or rules;
Real-time Workflow	B011	o When program or policies are added/revised;
Real-time Workflow	B012	o When Enterprise Partners are added/revised;
Real-time Workflow	B013	o When Modules are added/revised;
Real-time Workflow	B014	o When unplanned manual processing occurs; and
Real-time Workflow	B015	All other capabilities as available through workflow, alert, notification.
Reference Files	C029	The Contractor's solution shall manage (e.g., obtain, update, archive, share with Enterprise, associate date spans, allow inquiry, report requests, provide code narrative descriptions) reference files or data and use in processing (e.g., taxonomy, NPI).
Reference Files	C030	The Contractor's solution shall manage and maintain reference data history to include previous reference data and relevant date spans based on Procuring Agency retention policies.
Reference Files	C031	The Contractor's solution shall acquire and manage reference data for use in processing.
Reference Files	C032	The Contractor's solution shall integrate with the SI's interoperability services such that the BMS solution will publish reference data as changes are implemented to ensure the reference data is available in a timely manner to dependent modules.
Reporting	G039	The Contractor shall provide and maintain business service administration, performance, and reconciliation reports (e.g., workflow activity including volume of work completed, application determination time) and dashboards.
Reporting	G040	The Contractor shall provide at minimum quarterly performance reports and real-time dashboards.
Section 508 Compliance	C027	The Contractor's solution shall comply with all applicable Federal, State, or other regulations, guidance, and laws, including Section 508 of the Americans with Disabilities Act. Substantive changes will be subject to the change management process.
Section 508 Compliance	C028	The Contractor shall deliver to the Procuring Agency a complete Section 508 Assessment Package prior to the start of User Acceptance Testing.
Standards	B123	The Contractor's solution shall comply with and enforce current applicable Federal and State defined standards such as:
Standards	B124	· Consistent provider naming conventions to differentiate between first names, last names, and business or corporate names and to allow flexible searches based on the provider name;
Standards	B125	· Security;
Standards	B126	· Identifiers, attributes, qualifiers, and relationships;
Standards	B127	· Address structure; and
Standards	B128	· SI's processes, standards, and Shared Services.

Sub Task	ID	Description
Survey	B148	The Contractor's solution shall use surveys to gather provider feedback and determine next steps/actions to be taken based upon feedback.
Survey	B149	The Contractor's solution shall follow up on incomplete submitted surveys, where provider contact information is included, to gather provider feedback when surveys are not completed.

Exhibit F- Payment Schedule

Total Contract Value	\$38,905,609.28	Retainage 20%		
Deliverable 1	\$4,210,062.00	\$842,012.40		
Deliverable 2	\$2,526,306.00	\$505,261.20		
Deliverable 3	\$2,526,306.00	\$505,261.20		
Deliverable 4	\$2,526,306.00	\$505,261.20		
Deliverable 5	\$1,010,414.00	\$202,082.80		
Deliverable 6	\$1,010,413.00	\$202,082.60		
Deliverable 7	\$1,347,220.00	\$269,444.00		
Deliverable 8	\$1,684,024.00	\$336,804.80		
Total Deliverables	\$16,841,051.00	\$3,368,210.20		
Deliverable 9: Operations	Per Month in CMS BMS Total Comp Section	Annualized in CMS BMS Total Comp Section		
Year 2 (Months 20-24)	\$392,012.64	\$1,960,063.20		
Year 3 (Months 25-36)	\$830,952.92	\$9,971,435.04		
Year 4 (Months 37-48)	\$844,421.67	\$10,133,060.04		
Actual Annualized O&M in CMS BMS Contract		\$22,064,558.28		
Deliverable 1	Month	Total Payment	Retainage	Total Less Retainage
PM Plans P001-P027	2	\$842,012.00	\$168,402.40	\$673,609.60
Cost Allocation Plan P028	3	\$336,805.00	\$67,361.00	\$269,444.00
Test Plan P029-P033	3	\$336,805.00	\$67,361.00	\$269,444.00
Training Plan P034-P044	3	\$336,805.00	\$67,361.00	\$269,444.00
Business Continuity Plan P045-P050	4	\$336,805.00	\$67,361.00	\$269,444.00
Disaster Recovery Plan P051-P063	4	\$336,805.00	\$67,361.00	\$269,444.00
Incident Response Plan P064-P068	5	\$336,805.00	\$67,361.00	\$269,444.00

Privacy Impact Analysis P069-P074	5	\$336,805.00	\$67,361.00	\$269,444.00
Security Certification & Accreditation P075- P086	5	\$336,805.00	\$67,361.00	\$269,444.00
System Risk Assessment P087- P102	5	\$336,805.00	\$67,361.00	\$269,444.00
System Security Plan P103- P105	5	\$336,805.00	\$67,361.00	\$269,444.00
Review and Acceptance P106	Contract Terms			
Deliverable 1 Total		\$4,210,062.00	\$842,012.40	\$3,368,049.60
Deliverable 2	Month	Total Payment	Retainage	Total Less Retainage
Requirements Validation R001-R006 and Exhibit C- Functional Requirements: Enrollment	3	\$842,102.00	\$168,420.40	\$673,681.60
Requirements Specification R007 and Exhibit D- Functional Requirement: Platform	4	\$842,102.00	\$168,420.40	\$673,681.60
Requirements Specification R008 and Exhibit E- Functional Requirements: Solution	5	\$842,102.00	\$168,420.40	\$673,681.60
Review and Acceptance	Contract Terms			
Deliverable 2 Total		\$2,526,306.00	\$505,261.20	\$2,021,044.80
Deliverable 3- Design	Month	Total Payment	Retainage	Total Less Retainage
Requirements Validation AB104-AB108 and Exhibit C- Functional Requirements: Enrollment	7	\$842,102.00	\$168,420.40	\$673,681.60
Design Specification Document AB 109 and Exhibit D- Functional Requirement: Platform	8	\$842,102.00	\$168,420.40	\$673,681.60
Design Specification Document AB 111 and Exhibit E- Functional Requirements: Solution	9	\$842,102.00	\$168,420.40	\$673,681.60
Review and Acceptance	Contract Term			
Deliverable 3 Total		\$2,526,306.00	\$505,261.20	\$2,021,044.80

Deliverable 4- Configuration	Month	Total Payment	Retainage	Total Less Retainage
Configuration Report K001 and Exhibit C- Functional Requirements: Enrollment	11	\$842,102.00	\$168,420.40	\$673,681.60
Configuration Report K002 and Exhibit D- Functional Requirement: Platform	12	\$842,102.00	\$168,420.40	\$673,681.60
Configuration Report K003 and Exhibit E- Functional Requirements: Solution	13	\$842,102.00	\$168,420.40	\$673,681.60
Review and Acceptance	Contract Term			
Deliverable 4 Total		\$2,526,306.00	\$505,261.20	\$2,021,044.80
Deliverable 5- Testing	Month	Total Payment	Retainage	Total Less Retainage
Testing Prep AC100- AC102	13	\$505,207.00	\$101,041.40	\$404,165.60
Perform Testing AD 100- AD105	16	\$505,207.00	\$101,041.40	\$404,165.60
Review and Acceptance	Contract Term			
Deliverable 5 Total		\$1,010,414.00	\$202,082.80	\$808,331.20
Deliverable 6- Training	Month	Total Payment	Retainage	Total Less Retainage
LMS AE001- AE002	16	\$168,402.00	\$33,680.40	\$134,721.60
Training Materials B001- B008	17	\$168,402.00	\$33,680.40	\$134,721.60
System Documentation B009-B015	19	\$168,402.00	\$33,680.40	\$134,721.60
Deliver Training B016- B021	19	\$505,207.00	\$101,041.40	\$404,165.60
Review and Acceptance	Contract Term			
Deliverable 6 Total		\$1,010,413.00	\$202,082.60	\$808,330.40
Deliverable 7- Implementation	Month	Total Payment	Retainage	Total Less Retainage
Business User Manual I001-I006	18	\$336,805.00	\$67,361.00	\$269,444.00

Operation Readiness I007	18	\$336,805.00	\$67,361.00	\$269,444.00
Production Release I008	19	\$336,805.00	\$67,361.00	\$269,444.00
Promotion Validation I009	20	\$336,805.00	\$67,361.00	\$269,444.00
Review and Acceptance	Contract Term			
Deliverable 7 Total		\$1,347,220.00	\$269,444.00	\$1,077,776.00
Deliverable 8- Certification	Month	Total Payment	Retainage	Total Less Retainage
Compliance C001001- C003	18			
Evaluation Criteria and Evidence C004	18			
Key Performance Indicators C005	18			
Operational Readiness Review C006	18			
Artifacts C007- C034	18			
Certification Review Artifacts C035	18			
Preparation for Certification Reviews C036- C043	18			
Support during Certification Reviews C044-C050	18			
Review and Acceptance	Contract Term			
Deliverable 8 Op Readiness Total	End of Month 18	\$842,012.00	\$168,402.40	\$673,609.60
Deliverable 8 Post Go- Live Total	End of Month 25	\$842,012.00	\$168,402.40	\$673,609.60
Deliverable 8 Total		\$1,684,024.00	\$336,804.80	\$1,347,219.20

BMS RFP APPENDICES:**APPENDIX A- APPENDIX J**

Appendices are located in the Procurement Library under Closed RFP- BMS at
<https://webapp.hsd.state.nm.us/Procurement/>

APPENDIX K – BMS Performance Measures and Liquidated Damages

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

Phase	#	Category	Performance Standard	Liquidated Damages
DDI/ OPS	1	Configuration Management	<p>The BMS Contractor will not perform any changes including configurable items and business rules which impact HSD without the prior written approval of HSD via the Change Control and Release Management processes and notify the Enterprise when the SLA is not met.</p> <p>HSD will use an emergency approval process to expedite urgent changes necessary to support maximum system availability.</p>	<p>HSD may assess \$5,000 per occurrence for BMS Contractor's failure to obtain HSD prior written approval for changes.</p> <p>This performance standard applies to mutually agreed upon releases within the Project Schedule.</p>
OPS	2	Disaster Recovery	<p>For the BMS Module, the BMS Contractor shall perform and pass the annual recovery and restoration testing that is outlined and accepted by HSD in the "Disaster Recovery Plan" Deliverable and notify the Enterprise when the SLA is not met.</p> <p>BMS Contractor will coordinate with the SI Contractor and their disaster recovery testing related to its integration with the BMS Module and notify the Enterprise when the SLA is not met. The testing schedule will be mutually agreed upon by HSD and BMS Contractor.</p>	<p>HSD may assess \$5,000 per business day for each day the passing completion of the test for the BMS Module is beyond the scheduled test date.</p>
DDI	3	Project Management	<p>The BMS Contractor shall provide the Deliverables, per DED requirements, by the due dates as set forth in the approved Project Schedule in effect, or as otherwise mutually agreed upon, and notify the Enterprise when the SLA is not met.</p>	<p>HSD may assess \$1,000 per business day thereafter until the date that Deliverable is delivered to HSD.</p>

OPS	4	Project Management	<p>The BMS Contractor shall deliver to the HSD project manager or designee timely and accurate reports specific to each defined performance measure described in this table of performance measures. The reports shall be specific to the reporting time period and quantifiably specific to the measure being reported. Reports shall be based on a measuring and monitoring methodology and tools approved by HSD.</p> <p>The BMS Contractor and HSD will work together to develop a performance standards status report (“Dashboard” and/or “Scorecard”).</p>	HSD may assess \$100 per performance measurement per day for reports that are not presented to HSD by the agreed upon date and time for submission.
DDI/ OPS	5	Staff Resource Management	The BMS Contractor will replace Key Personnel according to the contract process. Replacement of Key Personnel will take place within thirty (30) calendar days of removal unless a longer period is approved by HSD and notify the Enterprise when the SLA is not met.	HSD may assess up to \$1,000 per Business Day for each Business Day beyond the thirty (30) calendar days allowed for replacement of Key Personnel.
DDI/ OPS	6	Staff Resource Management	<p>Except as set forth in the contract or due to a personnel resignation or termination, the BMS Contractor shall not replace Key Personnel without prior written approval of HSD and notify the Enterprise when the SLA is not met.</p> <p>The list of Key Personnel will be mutually agreed upon, during contract negotiation, by HSD and the BMS Contractor.</p>	HSD may assess up to a maximum of \$10,000 per occurrence.
OPS	7	System Availability	The BMS Contractor shall provide all components of the BMS Module available for production processing 99.95% of the time, excluding scheduled and State-approved downtime, three- hundred sixty- five (365) days per year and notify the Enterprise when the SLA is not met.	HSD may assess liquidated damages per day as specified below when the average daily performance as calculated over the month of service, fails to meet the performance standard.

				<p>Availability drops below 99.95% (more than 43.2 seconds of unscheduled downtime per 24- hour period): \$5,000.</p> <p>The assessment of Liquidated Damages for this performance standard shall only apply ninety (90) days after the MMISR Go Live in accordance with the mutually agreed upon Project Schedule.</p>
DDI/O P S	8	Business	The BMS Contractor shall deliver the contracted fully functioning BMS services within thirty (30) days of the agreed component release dates (e.g., initial, integrated with legacy, integrated with MMISR).	HSD may assess liquidated damages of \$25,000/day for missed release event until the SLA is achieved.
OPS	9	Business	The BMS Contractor shall maintain agreed upon audit trail records, including the fields and the formats it will audit, and shall provide audit records to the State and notify the Enterprise when the SLA is not met.	HSD may assess \$2,500 per incident not in compliance with performance measurement.
OPS	10	Business	The BMS Contractor shall maintain an audit trail of all actions by all Users, and external systems, including who performed actions or overrides and inquiries within the BMS components, and shall notify the Enterprise when the SLA is not met.	HSD may assess \$5,000 per incident not in compliance with performance measurement.

OPS	11	Business	The BMS Contractor shall retain audit trail records per State requirements and notify the Enterprise when the SLA is not met.	HSD may assess \$1,000 per incident not in compliance with performance measurement.
OPS	12	Provider Management	The BMS Contractor shall perform Provider certification/eligibility and recertification, on a fully completed application, initially and an on-going basis, to comply with the State specified timeframe for the Provider Taxonomy and notify the Enterprise when the SLA is not met.	HSD may assess \$5,000 per incident not in compliance with performance measurement.
OPS	13	Provider Management	<p>The BMS Contractor shall identify State defined critical enrollment Providers (e.g., Tribal 638, Indian Health Service, Behavioral Health, Health Homes), and make them a priority and perform Provider eligibility determination within forty-eight</p> <p>(48) hours of application for enrollment, for non-critical providers perform Provider eligibility determination within ninety-six</p> <p>(96) hours of application and notify the Enterprise when the SLA is not met.</p>	HSD may assess \$5,000 per incident not in compliance with performance measurement.
OPS	14	Provider Management	The BMS Contractor shall initiate the capture and tracking of the finger print based criminal background check results, within two (2) business days of results being available, for State and Federally identified “high risk” Providers and the direct and indirect ownership interests of the Provider and notify the Enterprise when the SLA is not met.	HSD may assess \$5,000 per incident not in compliance with performance measurement.

OPS	15	System Maintenance	<p>The BMS Contractor shall analyze and propose a resolution to HSD for all Module Severity one (1) incidents within one (1) clock hour from the time the Contractor is aware of the incident and resolve within 24 hours or HSD approval.</p> <p>For the purposes of the SLA herein, Severity one (1) incidents shall be defined as mutually agreed upon prior to each Go- Live.</p>	HSD may assess one thousand dollars (\$1,000) per hour, or part of an hour, for each hour when the resolution is not proposed to HSD per the performance standard.
OPS	16	System Maintenance	<p>The BMS Contractor shall analyze and propose a resolution to HSD for all Module Severity two (2) incidents within four (4) clock hours from the time the Contractor is aware of the incident and resolve within 24 hours or HSD approval.</p> <p>For the purposes of the SLA herein, Severity two (2) incidents shall be defined as mutually agreed upon prior to Go-Live.</p>	<p>HSD may assess five thousand dollars (\$5,000) per incident, when the resolution is not proposed to HSD per the performance standard.</p> <p>The assessment of Liquidated Damages for this performance standard shall only apply ninety (90) days after each Go Live in accordance with the mutually agreed upon Project Schedule.</p>
OPS	17	System Maintenance	<p>The BMS Contractor shall submit a Corrective Action Plan (CAP) to the State within ten (10) business days of notification of an issue. The CAP must meet State approval. Liquidated and actual damages may be assessed for performance measures that fail to occur within CAP specified times or do not meet requirements established in the CAP.</p> <p>An "Issue" is defined as anything that causes any interruption to any process or service that affects the Stakeholder.</p>	<p>HSD may assess liquidated damages of five hundred dollars (\$500.00) per calendar day for failure to deliver an acceptable CAP after ten (10) business days of notification of the deficiency to the Procuring Agency.</p> <p>For failure to meet the time frame for correcting the deficiency as specified in the CAP or otherwise approved by the Procuring Agency, the Contractor shall pay the Procuring Agency five hundred dollars (\$500.00) per day that the correction is late.</p>

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OPS	18	Business	The BMS Contractor shall ensure average response time will be two (2) seconds (response time from entering command to receiving result).	HSD may assess liquidated damages of one thousand dollars (\$1,000) per occurrence of noncompliance.
OPS	19	Business	The BMS Contractor shall ensure 99.5% of transactions complete (response time from entering command to receiving result) in less than three (3) seconds.	HSD may assess liquidated damages of one thousand dollars (\$1,000) per occurrence of noncompliance.
OPS	20	Business	The BMS Contractor shall maintain technical staffing such that the State has 100% help desk after-hours on call access and call is responded to within twenty (20) minutes.	HSD may assess liquidated damages of one thousand dollars (\$1,000) per occurrence of noncompliance.