

HEALTH CARE AUTHORITY

REQUEST FOR PROPOSALS (RFP)

**ASO Services for Rural and Behavioral Health Program
Administration**



**HEALTH CARE
A U T H O R I T Y**

RFP# 26-630-1000-0019

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ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The New Mexico Health Care Authority (HCA) is issuing this Request for Proposals (RFP) to solicit competitive, sealed proposals from qualified Offerors to provide Administrative Services Organization (ASO) services in one or more service domains administered by the HCA. The HCA seeks ASO services to support high-quality program administration, compliance with applicable State and federal requirements, operational efficiency, transparency, and accountability for the following service domains, beginning as early as July 1, 2026:

- 1. State-funded Rural Health Care Delivery Fund (RHCDF):** Administrative, fiscal, and program support services related to State funding provided to eligible rural health care organizations/providers for service stabilization, continuity, expansion, and related rural health care delivery priorities.
- 2. Senate Bill 3 (Behavioral Health Reform and Investment Act, 2025):** ASO services that support implementation of SB 3, including operational and administrative support for regional behavioral health reform activities, coordination, funding administration support, accountability/monitoring functions, reporting, and other State-directed implementation needs.
- 3. Federally-funded Rural Health Transformation Program (RHTP):** ASO and/or administrative support services related to implementation of the Centers for Medicare & Medicaid Services (CMS) Rural Health Transformation Program, including contract initiation and execution support; invoice processing and payment administration; financial monitoring and spend analysis; Scope of Work (SOW) and performance tracking; risk stratification and portfolio oversight; reporting, dashboards, and data analytics; audit readiness and documentation management; and systems, process, and operational support necessary to implement approved rural health transformation initiatives and other HCA-directed functions.
- 4. Non-Medicaid Behavioral Health Services Administration, Monitoring and Oversight:** Fiscal pass-through/disbursement administration and related ASO functions for behavioral health providers, which may include provider contracting administration (as directed by the HCA), payment processing, invoice/review workflows, data collection and reporting support, program rule administration, recoupment/reconciliation support, reimbursement model administration, and training/technical assistance.

The HCA intends this procurement to provide maximum flexibility and reserves the right, in its sole discretion, to make one award, multiple awards, or no award under this RFP; to award one, two, three, or all four service domains; and to award different domains to different Offerors or all domains to a single Offeror.

The HCA may implement any awarded services in phases and/or in a sequence determined by the State, including beginning in State Fiscal Year 2027 (SFY27) or later, based on appropriations, program readiness, interagency coordination, operational considerations, and other State priorities.

Offerors may submit proposals for one or more service domains, as further described in this RFP. Nothing in this RFP shall be construed as a guarantee of work, a guarantee of funding volume, or a commitment by HCA to implement all contemplated domains. HCA retains authority over program policy, eligibility, scope, phasing, and funding decisions, and any contractor shall perform services in accordance with HCA direction and applicable law.

Additional details about each service domain are provided in Section I.B., Background Information. This RFP sets forth HCA's process for soliciting, evaluating, and scoring proposals, and for selecting one or more Offerors to provide the scopes of work identified in this RFP and comply with the terms of the attached Standard Contract Terms and Conditions.

This document can be accessed electronically in the [RFP procurement library](#) and is also available through Submittable, at the [New Mexico Health Care Authority's Procurement Portal](#).

B. BACKGROUND INFORMATION

1. Rural Health Care Delivery Fund

The New Mexico Rural Health Delivery Fund (RHCFD) was established in 2023, in accordance with NM Stat. § 24A-1-17, to provide start-up grant funding for new or expanded physical and behavioral health services in rural New Mexico counties. This sustainability-focused funding is intended to stabilize critical health care infrastructure, support continued service delivery, and reduce the risk of service disruption in rural and underserved communities.

Applicants to the fund must be providing services in a Rural County (population of 100,000 or fewer as defined in by the most recent decennial census, or request special approval with an exemption), and all applicants for funding must be providers enrolled in New Mexico Medicaid that actively serve New Mexico Medicaid recipients. Allowable uses of grant funding include:

- Start-up costs, such as planning, development, and operation of rural health care services;
- Accounting fees;
- Costs associated with leasing equipment, a location, or property;
- Depreciation of equipment costs;
- Staffing costs;
- Defrayed operating losses for new or expanded services, meaning the projected difference between recognized revenue and allowable costs for the grant period; and
- Provision of new or expanded health care services that will result in operating losses.

Grantees are restricted from using RHCFD funding for the following:

- To support existing services that are not experiencing operating losses; or
- Capital investment (e.g., construction or purchase of land or buildings).

The New Mexico Rural Health Care Stabilization Grant Program – an expansion in the RHCFD was established through the 2026 special session in accordance with Senate Bill 1 to provide targeted funding to stabilize essential rural health care providers and prevent disruption of critical services in rural and underserved communities across New Mexico. These grants are intended to support providers experiencing financial strain while maintaining access to essential physical and behavioral health services.

Funding is designed to support stabilization of existing rural health care infrastructure and ensure continued access to care for Medicaid recipients and other community members. Grants may be awarded to eligible health care providers serving rural counties to help sustain operations and prevent reductions or closures of critical services.

Applicants must be providing services in a Rural County (population of 100,000 or fewer as defined by the most recent decennial census, or request special approval with an exemption), and must be providers enrolled in New Mexico Medicaid that actively serve New Mexico Medicaid recipients.

A current program overview can be found on the [HCA RHCDF webpage](#).

2. Rural Health Transformation Program

The Rural Health Transformation Program (RHTP) is a Centers for Medicare & Medicaid Services (CMS) initiative authorized under H.R. 1, Public Law 119-21, Section 71401. The program provides \$50 billion nationally over five years (FY 2026–2030) to awarded states to strengthen rural health care and help rural communities improve access, quality, equity, workforce capacity, and the sustainability of health services.

New Mexico was awarded \$211,484,741 for Federal Fiscal Year 2026 (FFY26) through the CMS RHTP to support implementation of the state’s approved rural health transformation initiatives. HCA has identified key implementation steps that include working with CMS on timelines, reporting expectations, allowable expenditures, technical assistance supports, and finalization of a revised budget aligned to the award amount; hiring staff to oversee and carry out RHTP initiatives; and establishing implementation milestones, procurement timelines, and opportunities for provider and community engagement.

Funding is intended to expand rural health services, sustain services at critical access hospitals and clinics, grow the rural health workforce, and introduce technology solutions to improve care and coordination. Funding for subsequent years is expected to be contingent on meeting program goals and CMS requirements. HCA anticipates issuing one or more procurements to support funding distribution to rural communities, including support of the Rural Health Sustainability and Innovation Center (RHSIC).

This project is supported by the Centers for Medicare & Medicaid Services (CMS) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$211,484,740.89 with 100 percent funded by CMS/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CMS/HHS, or the U.S. Government.

3. Non-Medicaid Behavioral Health Services Administration, Monitoring and Oversight:

HCA administers state and/or other non-Medicaid funding intended to support the availability and stability of behavioral health services delivered by community-based providers across New Mexico. This funding may be used to sustain essential services, expand capacity, support targeted initiatives, and ensure continuity of care, particularly in underserved communities.

To support the effective administration of these funds, HCA currently utilizes an ASO-type administrative model to provide provider-facing administrative support and fiscal pass-through functions, along with monitoring and oversight activities that promote accountability, transparency, and timely payments to participating providers. This RFP seeks to ensure HCA has a flexible procurement vehicle to continue these functions and, as needed, expand or transition administration over time. High-level ASO functions for this service component may include:

- Provider onboarding/contracting administration support (as directed by HCA)
- Provider communications, training, and technical assistance related to invoicing, documentation, reporting, and ASO workflows
- Invoice intake, review, workflow routing, and resolution support
- Payment processing, tracking, reconciliation, and financial reporting
- Monitoring of provider deliverables and performance reporting requirements tied to funded scopes of work
- Data collection, validation, reporting, and analytics to support program oversight and evaluation
- Support for program rule administration, documentation standards, and audit readiness
- Recoupment/reconciliation support, including identification and recovery workflows as directed by HCA and consistent with applicable law and policy
- Administrative support for multiple reimbursement approaches, if applicable (e.g., defined payment models set by HCA)

4. Behavioral Health Reform and Investment Act (Senate Bill 3)

The Behavioral Health Reform and Investment Act (BHRIA) (also referred to as Senate Bill 3 or SB3) was enacted in the 2025 legislation session to initiate a comprehensive reform of behavioral health systems in New Mexico. This legislation adopts a regional approach, creating Behavioral Health Regions and calling for coordinated involvement from all three branches of government. The goal of the legislation is to lay the groundwork for a more integrated, accountable, and community-centered continuum of care. The Act requires local organizations, healthcare agencies, and government officials to work together to support the expansion of behavioral health services in New Mexico.

Each Behavioral Health Region in New Mexico plays a central role in shaping service improvements and investments throughout our state. These Regional Plans are opportunities to define what communities need most, highlighting the strengths and gaps in their local system, and outlining the strategies that will drive meaningful change.

Behavioral Health Regional Plans will guide statewide funding decisions and help ensure that resources are aligned with the priorities identified by the people closest to the work. Regional insights, partnerships, and on-the-ground experience are essential to building a behavioral health system that is responsive, coordinated, and sustainable.

Each behavioral health region is given the opportunity to submit a four-year plan that includes:

- Up to five priority areas informed by local data, community engagement, and stakeholder collaboration
- Proposed strategies and initiatives to address those priorities

- Funding requests tied to clear goals and expected outcomes
- A framework for tracking progress and demonstrating impact

The Regional Plans serve as the foundation for statewide investment and accountability. By articulating each region’s vision and needs, each Regional Plan will help shape a stronger, more connected behavioral health system for all New Mexicans. Regional Plans will be submitted to the Behavioral Health Executive Committee (BHEC) for review and approval for funding.

C. SCOPE OF PROCUREMENT

HCA is seeking one or more Contractor(s) to deliver ASO services for one or more service domains described in this RFP and set forth in Section IV.A., Detailed Scope of Work.

The HCA may make one award, multiple awards, or no award under this RFP. HCA may award one, two, three, or all four service domains, and may award different service domains to different Offerors or all service domains to a single Offeror.

The term of any contract(s) awarded under this RFP shall be determined at the discretion of HCA, may begin as early as July 1, 2026, and may include optional extensions, as set forth in the final contract(s). HCA provides a brief overview of the services sought below, with additional detail provided in Section I.B. (Background Information) and Section IV.A. (Detailed Scope of Work).

Offerors may submit proposals for one or more service domains. Offerors are not required to propose on all service domains to be considered for award. HCA will evaluate proposals for the service component(s) proposed, as further described in this RFP.

HCA reserves the right to implement any awarded service domains in phases and/or in a sequence determined by HCA, including in State Fiscal Year 2027 (SFY27) or later, based on appropriations, program readiness, interagency coordination, operational considerations, and other State priorities. Nothing in this RFP guarantees that HCA will implement or activate all service domains.

The ASO’s Role

To support the effective, timely, and accountable administration of HCA-administered funding and program initiatives, the selected Administrative Services Organization (ASO) Contractor(s) will provide administrative, financial, analytical, reporting, and operational support for one or more service domains described in this RFP.

HCA anticipates that certain ASO functions will be consistent across service domains (e.g., strong fiscal controls, reporting, contract support), while other functions will be distinct based on the purpose, funding source, governance structure, and implementation requirements of each service component. The ASO shall operate in close coordination with HCA and shall perform services in accordance with HCA direction and applicable law. Programmatic leadership, policy direction, eligibility determinations, funding decisions, and official communications will remain with the HCA (and/or other authorized State entities, as applicable).

Core ASO Functions (May Apply Across All Service Domains)

Depending on the service component(s) awarded and activated, the ASO may be responsible for one or more of the following cross-cutting functions, as directed by the HCA:

- Program administration support, including process design, documentation, and operational coordination.
- Application and intake support, as applicable (e.g., receipt, completeness checks, tracking, and workflow support).
- Financial administration, including payment processing support, invoice review workflows, reconciliation, and financial monitoring.
- Contract and agreement administration support, including initiation, tracking, amendments, and closeout support.
- Performance and deliverable tracking, including monitoring of scopes of work, milestones, and reporting requirements.
- Data collection, reporting, and analytics, including routine reporting, ad hoc analysis, and support for dashboards or data-sharing processes.
- Compliance support and controls, including documentation standards, record retention, audit readiness, and monitoring support.
- Risk management and oversight support, including risk stratification and portfolio-level monitoring.
- Stakeholder coordination support, including coordination among HCA, vendors, providers, and other partners as directed.
- Systems and process support, including workflow tools, technical assistance materials, and continuous improvement recommendations.

Service Component-Specific High-Level Functions

The Contractor's responsibilities may vary by service component. The following provides a high-level description of the anticipated ASO role by service component. Detailed requirements will be provided in Section IV.A., Detailed Scope of Work.

1. State-Funded Rural Health Care Delivery Fund (RHCDF): For the RHCDF, the ASO may support administration of State-funded awards to eligible rural health care organizations/providers. Services may include application workflow support, completeness review and documentation tracking, award administration support, contracting support, payment processing/reimbursement support (as applicable), performance tracking, and reporting and monitoring support consistent with HCA program requirements.

2. Federally Funded Rural Health Transformation Program: For the Rural Health Transformation Program, the ASO may support implementation of HCA's federally funded rural transformation initiatives, including administrative support for program operations and funding distribution processes, milestone tracking, reporting and monitoring support, budget/expenditure tracking, procurement and operational support, documentation management, provider/community engagement support, and other administrative functions necessary to support federal program implementation and oversight as directed by HCA.

3. Behavioral Health Provider Administration, Monitoring, and Oversight: For behavioral health provider fiscal administration and oversight, the ASO may support fiscal pass-through/disbursement administration and related administrative functions. Services may include provider onboarding/contracting administration (as directed by HCA), payment processing, invoice submission and review workflows, reconciliation, data collection and reporting, program rule administration support, recoupment/reconciliation support (as directed by HCA), reimbursement model administration support, and training/technical assistance to participating providers and HCA staff regarding processes and tools.

4. Senate Bill 3 (Behavioral Health Reform and Investment Act, 2025): For SB 3 implementation support, the ASO may provide administrative and operational support to enable statewide and regional behavioral health reform activities, including support for regional planning and coordination processes, funding administration support, monitoring and accountability support, reporting and evaluation support, and other implementation support functions consistent with SB 3 requirements and State direction. The ASO may be expected to support coordination across partners as directed by HCA, including where interagency coordination is required.

D. PROCUREMENT MANAGER

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

Name: Elisa Wrede, Procurement Manager
Telephone: (505) 231.2630
Email: elisa.wrede@hca.nm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of HCA.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

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

F. DEFINITION OF TERMINOLOGY

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

1. “**Administrative Services Organization**” means the Contractor(s) awarded through this procurement that will be responsible for services as defined in the associated scope of work and contract.
2. “**Agency**” means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.
3. “**ASO Service Domain**” means the scope of services to be provided by a Contractor after award is made under this procurement. Service domains covered by the procurement include ASO services for administration of the Rural Health Care Delivery Fund and Behavioral Health and Reform Act Senate Bill 3.
4. “**Award**” means the final execution of the contract document.
5. “**Behavioral Health Reform and Investment Act Senate Bill 3**” means state legislation enacted in 2025 that initiated a comprehensive reform of behavioral health systems in New Mexico. This legislation adopts a regional approach, creating Behavioral Health Regions and calling for coordinated involvement from all three branches of government and laying the groundwork for a more integrated, accountable, and community-centered continuum of care.
6. “**Business Hours**” means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
7. “**Close of Business**” means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
8. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7 NMSA 1978,. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
9. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
10. “**Contractor**” means any business having a contract with a state agency or local public body.

11. **“Determination”** means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
12. **“Desirable”** – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
13. **“Electronic Submission”** means a successful submittal of Offeror’s proposal in the eProNM system.
14. **“Electronic Version/Copy”** means a digital format consisting of text, images or both, readable on computers or other electronic devices, which includes all content that the Original document contains. The electronic version/copy CANNOT be emailed.
15. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
16. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
17. **“Federal Rural Health Transformation Program (RHT Program / RHTP)”**: A Centers for Medicare & Medicaid Services (CMS) program authorized under H.R. 1 (Public Law 119-21), Section 71401, that provides up to \$50 billion nationally over five federal fiscal years (FY 2026–FY 2030) (i.e., up to \$10 billion per year) to approved states to implement CMS-approved rural health transformation plans intended to strengthen rural health care such as improving access, quality, equity, workforce capacity, and long-term sustainability of rural health services.
18. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
19. **“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.
20. **“Grantee”** means a recipient of a grant award through either the Rural Health Care Delivery Fund or Behavioral Health Reform and Investment Act Senate Bill 3.
21. **“Grantee Agreement”** means the Agreement between HCA and a Grantee that governs the terms of a grant award through either the Rural Health Care Delivery Fund or Behavioral Health Reform and Investment Act Senate Bill 3.

22. “**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
23. “**IT**” means Information Technology.
24. “**Mandatory**” – the terms “must,” “shall,” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
25. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
26. “**Multiple Source Award**” means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.
27. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
28. “**Price Agreement**” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
29. “**Procurement Manager**” means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
30. “**Procuring Agency**” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.
31. “**Project**” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
32. “**Redacted**” means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
33. “**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

34. “**Responsible Offeror**” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
35. “**Responsive Offer**” means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
36. “**Rural County**” means a county in the State of New Mexico with a population of 100,000 or fewer in the most recent decennial census.
37. “**Rural Health Care Delivery Fund (RHCDF)**” means the state-funded program run by HCA to support critical health care infrastructure in rural areas.
38. “**Sealed**” means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents has been completely and successfully uploaded into HCA’s electronic procurement portal bonfire system prior to the submission deadline stated in the RFP.
39. “**Single Source Award**” means an award of contract for items of tangible personal property, services or construction to only one Offeror.
40. “**SPD**” means State Purchasing Division of the New Mexico State General Services Department.
41. “**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
42. “**State (the State)**” means the State of New Mexico.
43. “**State Agency**” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.
44. “**State Purchasing Agent**” means the Director of the Purchasing Division of the General Services Department.
45. “**Statement of Concurrence**” means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)

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

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

G. PROCUREMENT LIBRARY

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

RFP, Questions & Answers, RFP Amendments, etc.

Other relevant links:

[HCA Rural Health Care Delivery Fund webpage](#)

[New Mexico Behavioral Health Reform and Investment Act \(2025\)](#)

[HCA Rural Health Transformation Program](#)

[CMS Rural Health Transformation Program](#)

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	HCA	April 30, 2026
2. Acknowledgement of Receipt Form	Potential Offerors	May 11, 2026
3. Pre-Proposal Conference	Agency	May 11, 2026
4. Deadline to submit Written Questions	Potential Offerors	May 13, 2026
5. Response to Written Questions	Procurement Manager	May 15, 2026
6. <i>Submission of Proposal</i>	<i>Potential Offerors</i>	<i>May 28, 2026</i>
7.* Proposal Evaluation	Evaluation Committee	May 29, 2026 - June 19, 2026
8.* Selection of Finalists	Evaluation Committee	June 17, 2026
9* Oral Presentation(s) (if held)	Finalist Offerors	June 18, 2026
10.* Best and Final Offers	Finalist Offerors	June 19, 2026
11.* Finalize Contractual Agreements	Agency/Finalist Offerors	June 22, 2026 – June 25, 2026
12.* Contract Awards	Agency/ Finalist Offerors	June 29, 2026
13.* Protest Deadline	HCA	July 16, 2026

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

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued on behalf of the State of New Mexico Health Care Authority April 30, 2026.

2. Acknowledgement of Receipt Form

Potential Offerors shall submit the Acknowledgement of Receipt Form via the [Submittable platform](#) to have their organization placed on the procurement Distribution List. The form must be submitted by 5:00 pm MST/ MDT on May 11, 2026.

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

3. Pre-Proposal Conference

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

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/266792998010913?p=4uBVtBGUIbKAaV9UQa>

Meeting ID: 266 792 998 010 913

Passcode: jK9sq3Xr

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

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

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3PM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

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

The Questions and Answers will be posted to:

[New Mexico Health Care Authority | Submittable](#)

[Open RFPs | New Mexico Health Care Authority](#)

6. Submission of Proposal

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

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 5:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **NO LATE PROPOSAL CAN BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped in the system when the Offeror submits their proposal via Submittable.

*It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically via the **Submittable system** by the deadline set forth in this RFP. The Submittable system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Offeror, **allow adequate time for large uploads and to fully complete your submittal by the deadline.** A submission that is not both: (1) fully complete; and (2) received, via the Submittable system by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the Submittable system by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, **NO LATE PROPOSAL CAN BE ACCEPTED.***

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

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

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of

clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

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

9. Oral Presentations

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

10. Best and Final Offers

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

11. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

12. Contract Awards

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

13. Protest Deadline

Any protest by an Offeror must be submitted timely and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the

15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be directed to:

Bob Booth, Acting General Counsel
New Mexico Health Authority Office of General Counsel
1474 Rodeo Rd.
Santa Fe, New Mexico 87505

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Accounting Systems and Internal Controls

By submitting a proposal, offerors are certifying that their procedures related to the financial administration, financial control, and spending of state public funds will comply with all applicable state and federal law as well as any grant terms and conditions that HCA agreed to when securing the award of funding. Further, offerors agree that any services rendered under a contract awarded pursuant to this RFP that involve the management and/or expenditure of state public funds shall be performed to standards that meet or exceed the current Manual of Model Accounting Practices issued by the New Mexico Department of Finance and Administration or, in the case of the Rural Health Transformation (RHT) Program, meet or exceed the standards HCA committed to in the application materials submitted to the Department of Health and Human Services Centers for Medicare & Medicaid Services. For the RHT Program, this agreement includes the agreement that any services provided to allocate funding to our implementation partners will be performed with standards equivalent to the federal Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements found in 2 C.F.R. 200.332 for direct subawards and standards equivalent to those found in 2 C.F.R. 200.317 through 200.327 for competitive procurements and applications.

3. Incurring Cost

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

4. Prime Contractor Responsibility

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

5. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

6. Amended Proposals

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

7. Offeror's Rights to Withdraw Proposal

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

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

8. Proposal Offer Firm

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

9. Disclosure of Proposal Contents

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

a. ***Proprietary and Confidential information is restricted to:***

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

- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.A.1.a, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

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

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

10. No Obligation

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

11. Termination

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

12. Sufficient Appropriation

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

13. Legal Review

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

14. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

15. Basis for Proposal

Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

16. Contract Terms and Conditions

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

The Agency discourages exceptions from the contract terms and conditions as set forth in the Standard Contract Terms and Conditions. Such exceptions may cause a proposal to be rejected as non-responsive when, in the sole judgment of the Agency (and the Evaluation Committee), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

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

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

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

17. Offeror's Terms and Conditions

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

18. Contract Deviations

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

19. Offeror Qualifications

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

20. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.24. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

21. Change in Contractor Representatives

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

22. Notice of Penalties

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

23. Agency Rights

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

24. Right to Publish

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

25. Ownership of Proposals

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

26. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not

be made available to any individual or organization by the contractor without the prior written approval of the Agency.

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

27. Electronic mail address required

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

28. Use of Electronic Versions of this RFP

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

29. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

30. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (APPENDIX B) as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant

Governor or other identified official. **Failure to complete and return the signed unaltered form will result in Offeror's disqualification.**

31. Letter of Transmittal

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

Provide the following information:

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

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

32. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers;or

- c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any

government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

33. New Mexico/Native American Resident Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its proposal.** Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue
<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

In accordance with §13-1-21(H) NMSA 1978, an agency shall not award any combination of New Mexico/Native American Resident Preferences.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

1. **ONLY ELECTRONIC SUBMISSION VIA SUBMITTABLE, can be accessed at:**
<https://newmexicohealthcareauthorityhca.submittable.com/submit/7cae34fa-e294-4ea4-a524-498cd1a42383/view>
2. **All vendors must register in Submittable to log in and submit requested information.**

Proposals in response to this RFP must be submitted through the ASO electronic procurement portal ONLY, the Offeror need only submit one single electronic copy of each portion of its proposal as outlined below.

For technical support issues go to or visit the Resource Center or Customer Service at: [Submitter Resource Center](#) or contact [Submittable Customer Support](#)

The ELECTRONIC proposal submission must be fully uploaded in the ASO Procurement Portal (Submittable) by the submission deadline in Section II.A.

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

B. PROPOSAL CONTENT ORGANIZATION

All proposals must be submitted as follows:

Submission in Submittable will be organized as follows:

1. Initial Information (Form 1 in Submittable)
 - a. Acknowledgement Receipt Form (APPENDIX A)
 - b. Offeror Information
2. Proposal Content (Form 2 in Submittable)
 - a. Signed Letter of Transmittal
 - b. Proposal Summary (optional)
 - c. Signed Campaign Contribution Disclosure Form (APPENDIX B)
 - d. Response to Contract Terms and Conditions (from Section II.C.15)
 - e. Offeror's Additional Terms and Conditions (from Section II.C.16)
 - f. New Mexico/Native American Resident Preferences (if applicable)
 - g. Response to Specifications (except Cost information which shall be included ONLY in Cost Proposal)
 - i. Organizational Experience
 - ii. Organizational References
 - h. Completed Cost Proposal
 - i. Offeror Questionnaire
 - a. Complete all questions as listed in Submittable

*Within each section of the RFP must be thoroughly completed in the appropriate section of the proposal. Any and all discussion of proposed costs, rates or expenses must occur **ONLY** in the Cost Proposal.*

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal.

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

C. PROPOSAL CONTENT DETAIL

1. Initial Information (Form 1 in Submittable)

- a. Acknowledgement Receipt Form (APPENDIX A): A "wet" ink signature is required for this form.
- b. Offeror information

- i. Business Name
- ii. Mailing Address
- iii. Federal EIN
- iv. Federal UEI – (required for Domain 3)
- v. New Mexico BTIN
- vi. Number of Employees
- vii. Primary Contact Information
 1. Name
 2. Email Address
 3. Phone Number

2. Proposal Content (Form 2 in Submittable)

a. Proposal Summary (optional)

The proposal summary must be six hundred (600) words or less. It shall provide the Evaluation Committee with an overview of the technical and business features of the proposal. This material will not be used in the evaluation process but may be used in public notifications regarding the successful offeror's selection.

b. Campaign Contribution Disclosure Form

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

c. Response to Department's Terms and Conditions (Appendix C)

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

d. Offeror's Additional Terms and Conditions

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

e. Letter of Transmittal Form (Appendix D)

The form must be completed and must be signed by the person authorized to obligate the company. Failure to submit a signed form will result in the Offeror's disqualification.

f. Reference Letters

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

services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the Organizational Reference Questionnaire (Appendix E) to each business reference listed in its proposal. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Elisa Wrede at elisa.wrede@hca.nm.gov by May 20, 2026 at 3PM MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

g. New Mexico/Native American Resident Preferences

To ensure application of § 13-1-21 NMSA 1978 (as amended), an Offeror **MUST** submit a copy, in this section, of its valid New Mexico/Native Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference Certificate, as issued by the New Mexico Taxation and Revenue Department.

h. Organizational Experience (500 word limit for each response)

Offeror **must**:

- i. Provide a detailed description of relevant organizational experience with state government, federal programs, and the private sector in conducting independent audits of health care providers, facilities, or comparable programs. Experience with Medicaid-related audits, financial reconciliation of state funds, and compliance assessments is strongly preferred. The experience of all proposed subcontractors must also be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise, and knowledge in auditing programs of similar size, scope, and complexity;
- ii. Provide a detailed biography of all key personnel Offeror possesses to use in performance of the resulting contract, should Offeror be awarded. Key personnel are defined as individuals with primary responsibility for the planning, supervision, and execution of the work outlined in this RFP, including, but not limited to, the Project Manager, Lead Auditor, and any subject matter experts in Medicaid, health care finance, or compliance auditing. Each biography must include education, work experience, relevant/applicable certifications or licenses, and any other qualifications demonstrating the individual's capacity to perform the required work; and
- iii. Describe at least two project successes and one project challenge or failure related to the delivery of independent audit or audit-readiness advisory services. Include how each experience improved the Offeror's services.

i. Completed Cost Proposal

One (1) ELECTRONIC response per Domain of the proposal containing **ONLY** the Cost Proposal. Offerors must complete up to four (4) Cost Proposals(s):

- i. One (1) for administration of ASO Service Domain 1, Rural Health Care Delivery Fund Scope of Work; and
- ii. One (1) for administration of ASO Service Domain 2, Behavioral Health Reform and Investment Act Senate Bill 3 Scope of Work.
- iii. One (1) for administration of ASO Service Domain 3, Rural Health Transformation Program
- iv. One (1) for administration of ASO Service Domain 4, Non-Medicaid Behavioral Health Services

Offerors must submit a distinct Cost Proposal for each Service Domain for which they are proposing. Resources, personnel, systems, or other costs may not be shared or allocated across Service Domains, as each Service Domain is funded and administered independently in accordance with applicable legislation and funding requirements. Each Cost Proposal must therefore reflect the full and complete cost of delivering the services for that specific Service Domain, independent of any other Service Domain proposal submitted by the Offeror.

Cost Proposal Table:

Cost Proposal					
Cost Category	Description of Activities	Staffing / Resource Assumptions	Unit / Hourly Cost	Quantity / FTE	Annual Cost

Offerors may include additional information by uploading documents in Submittable.

- j. Questionnaire: Service Domain Specifications

The Offeror must respond to the applicable questions below for each ASO Service Domain for which the Offeror is submitting a proposal.

ASO Service Domains and corresponding Scopes of Work are as follows:

- Appendix I.1: Service Domain 1, Rural Health Care Delivery Fund (RHCDF)
- Appendix I.4: Service Domain 4, Behavioral Health Reform and Investment Act (Senate Bill 3)
- Appendix I.2: Service Domain 2, Rural Health Transformation Program (RHTP)
- Appendix I.3: Service Domain 3, Non-Medicaid Behavioral Health Services Administration, Monitoring and Oversight

Submission of complete responses is the responsibility of the Offeror. Failure to submit a response, either in part or as a whole, may result in either a score of zero for the question or disqualification from the procurement process, at the HCA’s discretion.

Terminology

For purposes of this section, “recipient” may include an awardee, grantee, subrecipient, provider, participating organization, regional entity, county/local government, Tribe/Nation/Pueblo, Tribal organization, or other entity supported by or receiving funds under the applicable Service Domain.

Applicability

Offerors shall respond to each question as applicable to the Service Domain(s) proposed. If a question is not applicable to a Service Domain proposed, the Offeror shall state “Not Applicable” and provide a brief explanation, if necessary.

1. Intake and evaluation support

Word Limit: 600 words per question

- A. Describe the Offeror’s experience within the last five (5) years providing intake and initial review support for programs similar to the support required under the applicable Service Domain. As applicable, include the Offeror’s approach to:
1. Conducting intake and review for administrative completeness (e.g., applications, proposals, plans, invoices, or onboarding packets);
 2. Establishing and/or verifying eligibility or participation requirements and supporting HCA to ensure a fair, thorough, and accurate process;
 3. Assessing alignment with program objectives and funding priorities;
 4. Reviewing prior performance indicators (including open CAPs, prior sanctions, or other relevant performance factors), where applicable; and
 5. Identifying potential duplicative funding risks and/or duplicate participation risks.
- B. Describe the Offeror’s approach to supporting governmental and community stakeholders in evaluation and/or review processes. Include proposed capabilities (resources and systems) for coordinating tools/materials (e.g., scoring tools, review rubrics), maintaining review documentation, and supporting timeline management in collaboration with HCA and other entities as directed (which may include counties/local governments and Tribes/Nations/Pueblos).
- C. Describe the Offeror’s approach to **ongoing review** of recipients/participants performance (as applicable) including:
1. Tools used;
 2. Key quantitative and/or qualitative indicators; and,
 3. Methods for compiling and sharing results with HCA and other entities as directed.

2. Sustainability and Financial Viability Analysis

Word Limit: 1200 words

Describe the Offeror’s approach to assessing sustainability and financial viability of recipients/participants, as applicable to the Service Domain(s). Include experience over the last five (5) years performing financial viability analysis, such as assessing indicators of

dependency on program funding, performing audits, reviewing diversification of funding, evaluating operating losses (where relevant), and identifying long-term sustainability risks.

3. Agreement Initiation and Execution Support

Word Limit: 1200 words per question

A. Describe the Offeror's experience supporting financial agreement development and execution (e.g., grant/award agreements, provider participation agreements, subrecipient agreements, MOUs, contracts) including supporting agencies and other entities in drafting scopes of work, budgets, deliverables, and reporting requirements. Include at least two (2) examples.

B. Describe the Offeror's approach to tracking agreements from award/onboarding through termination/closeout for the applicable Service Domain(s), including:

- Supporting HCA in drafting/maintaining scopes of work, budgets, deliverables, and required documentation;
- Tracking agreement status and key dates, including guardrails to prevent performance beyond authorized periods; and,
- Maintaining contract files and documentation in collaboration with HCA.

4. Payment Processing, Tracking, and Financial Monitoring

Word Limit: 1200 words per question

A. Describe the Offeror's approach to payment or disbursement processes (including fiscal pass-through, reimbursements, or other payment models) applicable to the Service Domain(s) proposed. Include processes and procedures to ensure:

- Timeliness of payments;
- Accuracy of payments;
- Validation of payments made;
- Identification of underpayments, overpayments, and other anomalies;
- Addressing improper payments; and
- Conformance with HCA requirements and applicable agreement requirements in making payments.

B. Describe the Offeror's strategy for tracking and monitoring payments/disbursements, including how the Offeror will identify, track, and report expenses, invoices, reimbursements, and payment timelines by program and funding source. Include documentation and records maintained to verify these processes.

C. Describe the Offeror's approach to collaboration with HCA (and other entities as directed) in developing policies and procedures for:

- Compliance with HCA requirements;
- Performance measurement metrics;
- Data collection protocols;
- Financial reports and dashboards; and,

- Reconciliation activities and other financial inquiries.

5. Performance Monitoring

Page Limit: 600 words per question

A. Describe the strategies and processes the Offeror will use to monitor performance by recipients/participants under the applicable agreements on a routine basis (e.g., monthly/quarterly/annual). At a minimum, the Offeror shall describe its approach to:

1. Monitoring compliance with agreement requirements, program rules, and applicable policies/procedures;
2. Conducting quality assurance activities, which may include sample audits, desk reviews, documentation reviews, file reviews, invoice and deliverable quality checks, and other monitoring methods to validate compliance and performance;
3. Providing technical assistance and corrective support to recipients/participants, as directed by the HCA, to address identified issues, strengthen compliance, and improve performance (including development of corrective action recommendations or improvement plans, where appropriate);
4. Identifying, tracking, and escalating issues and risks, including defining thresholds for escalation to the HCA and documenting issue resolution; and,
5. Providing analysis and reporting of performance, including monitoring results, trends, findings, and recommended actions, with a proposed reporting cadence and sample report outputs (as applicable).

6. Risk Stratification, Portfolio-Level Oversight, Reporting and Data Analysis

Page Limit: 1200 words per question

A. Describe the Offeror's experience with risk stratification and proactive identification of entities at risk of operational disruption, noncompliance, underperformance, or service reduction (as applicable to the Service Domain), including approach to prioritizing support and/or escalation.

B. Describe the Offeror's strategies for portfolio-level oversight and methods for detecting both underperforming and high-achieving recipients/participants. Include approach to:

- Detect gaps in service coverage and/or program implementation barriers;
- Propose improvements based on performance data and analysis; and,
- Convey findings to the HCA, including report types and cadence.

C. Describe the Offeror's approach to data sharing, including data sharing with the HCA, recipients/participants, and other entities as determined by the HCA, including counties/local governments and Tribes/Nations/Pueblos where applicable.

7. Audit Readiness and Contract Close-out Support

Page Limit: 1200 words (excluding any additional, optional examples of close-out/readiness templates added as separate attachments)

A. Describe the Offeror's approach to closeout activities, as applicable, including closeout of (i) agreements and funding relationships with recipients/participants supported under the Service Domain(s) (e.g., providers, community organizations, counties/local governments, Tribes/Nations/Pueblos, regional entities), and (ii) the Offeror's contract with HCA at the end of the contract term or upon termination. At a minimum, include:

- Processes and timelines for working with recipients/participants to complete closeout requirements, including final invoicing, documentation standards, records collection, and resolution of outstanding issues;
- Final accounting of all funds disbursed and received, expenditures, and remaining balances, including how accounting will be validated with recipients/participants and documented for audit readiness;
- Financial reconciliation methods, including identification and resolution of discrepancies, underpayments/overpayments, and operating losses (where applicable), and the Offeror's process for documenting and supporting reconciliation outcomes;
- Approach to assessing outcomes tied to awards/program activity and compiling final performance documentation, including how outcomes and required deliverables will be validated with recipients/participants and summarized for HCA;
- List and description of standardized closeout reports, checklists, and templates the Offeror would use (or develop) to ensure consistent closeout across recipients/participants and across Service Domains; and,
- Offeror's approach to closing out its own contract with the HCA, including transition planning (if applicable), transfer of records and data, final financial reconciliation with the HCA, audit-ready documentation, and knowledge transfer to the HCA and/or a successor contractor as directed by the HCA.

8. Coordination, Systems and Customer Support

Word Limit: 600 words

A. Describe the Offeror's experience coordinating with governmental entities and community partners to provide systems, stakeholder engagement, communications, customer support, and process infrastructure across complex initiatives. Responses should reflect the Offeror's ability to support coordination among stakeholders that may include state agencies, counties/local governments, Tribes/Nations/Pueblos, providers, community organizations, courts, and other partners, as applicable to the proposed Service Domain(s). Include the Offeror's capabilities and approach to:

- Operating within designated systems and platforms as determined by the HCA (e.g., project management tools, document repositories, collaboration platforms), including maintaining clear workflows, version control, and transparent status tracking;
- Stakeholder landscape assessment and engagement planning, including environmental scans, stakeholder/asset mapping, identifying key decision-makers and affected parties, and developing engagement plans and communications cadences;
- Convening and facilitation support, including scheduling and organizing meetings/convenings, preparing agendas and meeting materials, facilitation support as requested, documenting attendance and decisions, and maintaining action-item logs;

- Follow-through and accountability infrastructure, including tracking commitments, deadlines, and dependencies; issuing reminders; escalating risks/issues to the HCA; and ensuring timely follow-up with stakeholders;
- Communication and meeting materials development, as directed by the HCA, including drafting and packaging materials for convenings and stakeholder engagement (e.g., slide decks, one-pagers, agendas, summaries, FAQs), and supporting proactive communications such as provider alerts, stakeholder updates, newsletters, funding opportunity announcements, and other programmatic/policy communications;
- Customer service and stakeholder support, including the Offeror's proposed customer service model for providers/recipients/partners (e.g., point(s) of contact, phone/email help desk, intake and ticketing workflows, response time standards, issue escalation pathways, and documentation of resolutions), including how questions related to agreements, invoicing, reporting, payments, or program requirements would be received, tracked, and resolved; and,
- Documentation, standardization, and continuous improvement, including supporting data standardization, maintaining documentation repositories, capturing decisions, developing and maintaining process documentation/templates/playbooks, identifying process bottlenecks, and proposing workflow improvements across service domains.

9. ASO Staffing

Upload Limit: Up to ten document uploads

A. Provide an organizational chart or diagram of the Offeror's organizational structure to fulfill the requirements of each ASO Service Domain for which the Offeror is submitting a proposal. The organizational chart/diagram must present information clearly and concisely and, at a minimum:

- For each proposed Service Domain, show the key staff positions/roles assigned to that domain, including the Service Domain Lead/Program Manager and primary point(s) of contact for the HCA;
- Clearly indicate which staff and functions are dedicated to a specific Service Domain and which are shared across multiple Service Domains;
- Include core ASO functional roles (as applicable to the proposed Service Domain(s)), including but not limited to: administrative eligibility and pre-award readiness review; application evaluation support; sustainability and financial viability analysis; agreement/contract initiation and execution support; payment processing, tracking, and financial monitoring; performance monitoring; risk stratification and portfolio oversight; reporting, data sharing, and analysis; audit readiness and contract close-out; coordination, systems, and process support; customer service/help desk support (if applicable); and information management/system specifications;

- Show lines of reporting and accountability, including supervisory structure and escalation pathways; and,
- Identify the physical location of staff and functional/program areas (e.g., in-state/out-of-state; remote/on-site), and any proposed on-site presence, if applicable.

The organizational chart must also show the corporate structure and lines of responsibility and authority in the administration of the Offeror’s business as an ASO, as applicable. Include a brief narrative description of the Offeror’s ASO organizational structure to supplement the chart, including how staffing will scale or flex if multiple Service Domains are awarded and/or implemented in phases.

B. In addition to the organizational chart/diagram, the Offeror shall provide a **Staffing Table** covering all proposed Service Domain(s). The Staffing Table must clearly identify proposed personnel (including key staff, management, and functional leads) and, at a minimum, include the following for each position:

- Staff Name (or “TBD” if not yet identified, consistent with RFP requirements);
- Role/Title;
- Assigned Service Domain(s) (list Service Domain number(s) and name(s));
- FTE % allocated to each Service Domain (and total FTE % across Service Domains);
- Primary function(s)/responsibilities (brief);
- Work location (city/state); and,
- Key qualifications/experience summary (brief, relevant to the Service Domain(s)).

If the Offeror proposes services for more than one Service Domain, the Staffing Table must clearly identify which positions are dedicated to a single Service Domain versus shared across multiple Service Domains and must reflect the Offeror’s proposed approach to scaling capacity as Service Domains are implemented in phases.

IV. SPECIFICATIONS

A. DETAILED SCOPE(S) OF WORK (SOW)

All Scopes of Work listed below as separate Service Domains are in Appendix H of this document.

Service Domain 1: Rural Health Care Delivery Fund

Service Domain 2: Support for New Mexico Health Care Authority Behavioral Health Reform and Investment Act

Service Domain 3: Rural Health Transformation Program

Service Domain 4: Non-Medicaid Behavioral Health Services Administration, Monitoring and Oversight

Performance Period

The Contractor shall provide all services from the effective date of the contract through the approved contract term, within the established budget.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Table 1: Evaluation Point Summary: Business Specifications	
Evaluation Factors <i>(Corresponds to Sections IV.D)</i>	Score Available
D. BUSINESS SPECIFICATIONS	Pass/Fail
1. Letter of Transmittal Form	<i>Pass/Fail</i>
2. Campaign Contribution Disclosure Form	<i>Pass/Fail</i>
3. Financial Stability	<i>Pass/Fail</i>
<i>a. Pending lawsuits/bankruptcy</i>	<i>Pass/Fail</i>
<i>b. Financial Statements (solveny)</i>	<i>Pass/Fail</i>

Table 2: Evaluation Point Summary: Response for ASO Service Domain 1, Rural Health Care Delivery Fund	
Evaluation Factors <i>(Corresponds to Sections IV.B, IV.C, IV.E, and IV.F)</i>	Points Available
B. TECHNICAL SPECIFICATIONS	650
B. 1. Qualifications and Experience	50
B. 2. Organizational References	50
B. 3. Service Domain Specifications	550
<i>a. Intake and Evaluation Support</i>	<i>50</i>
<i>b. Sustainability and Financial Viability Analysis</i>	<i>55</i>
<i>c. Agreement Initiation and Execution Support</i>	<i>55</i>
<i>d. Payment Processing, Tracking, and Financial Monitoring</i>	<i>80</i>
<i>e. Performance Monitoring</i>	<i>55</i>
<i>f. Risk Stratification, Portfolio-Level Oversight, Reporting and Data Analysis</i>	<i>80</i>
<i>g. Audit Readiness and Contract Close-out Support</i>	<i>50</i>
<i>h. Coordination, Systems & Customer Support</i>	<i>50</i>

<i>i. ASO Staffing</i>	75
C. COST	300
E. ORAL PRESENTATIONS (if conducted)	50
TOTAL POINTS AVAILABLE	1,000
F. NEW MEXICO/NATIVE AMERICAN RESIDENT PREFERENCE (additional points, if applicable)	Either 80 or 100 additional points
F.1 New Mexico/Native American Resident Preference	80
F.2 New Mexico/Native American Resident Veteran Preference	100

Table 3: Evaluation Point Summary: Response for ASO Service Domain 2, Behavioral Health Reform and Investment Act Senate Bill 3

Evaluation Factors <i>(Corresponds to Sections IV.B, IV.C, IV.E, and IV.F)</i>	Points Available
B. TECHNICAL SPECIFICATIONS	650
B. 1. Qualifications and Experience	50
B. 2. Organizational References	50
B. 3. Service Domain Specifications	550
<i>a. Intake and Evaluation Support</i>	50
<i>b. Sustainability and Financial Viability Analysis</i>	55
<i>c. Agreement Initiation and Execution Support</i>	55
<i>d. Payment Processing, Tracking, and Financial Monitoring</i>	80
<i>e. Performance Monitoring</i>	55
<i>f. Risk Stratification, Portfolio-Level Oversight, Reporting and Data Analysis</i>	80
<i>g. Audit Readiness and Contract Close-out Support</i>	50
<i>h. Coordination, Systems & Customer Support</i>	50
<i>i. ASO Staffing</i>	75
C. COST	300
E. ORAL PRESENTATIONS (if conducted)	50
TOTAL POINTS AVAILABLE	1,000
F. NEW MEXICO/NATIVE AMERICAN RESIDENT PREFERENCE (additional points, if applicable)	Either 80 or 100 additional points
F.1 New Mexico/Native American Resident Preference	80
F.2 New Mexico/Native American Resident Veteran Preference	100

B. EVALUATION FACTORS

1. D. Business Specifications (Pass/Fail)

a. D.1 Letter of Transmittal Form

Pass/Fail only. No points assigned.

b. D.2 Campaign Contribution Disclosure Form

Pass/Fail only. No points assigned.

c. D.3 Financial Stability (See Table 1)

Pass/Fail only. No points assigned.

2. B.1 Organizational Experience (50 points)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

3. B.2 Organizational References (50 points)

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

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

4. B.3 Service Domain Specifications (550 points)

The Evaluation Committee will utilize the responses from the RFP Questionnaire to determine an offeror's scores.

5. C. Cost (300 points)

The offeror will be evaluated based on the total cost of implementation of each SOW independently for the one (1)-year contract period. The evaluation of each of the Offeror’s cost proposals will be conducted using the following formula:

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

6. E. Oral Presentation (50 points, if Evaluation Committee elects to conduct)

Oral Presentation

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

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

7. F. New Mexico/Native American Resident Preferences (180 points in addition to 1,000 point total)

Percentages will be determined based upon the point-based system outlined in § 13-1-21 NMSA 1978 (as amended).

a. New Mexico Resident Business Preference/Native American Resident Preference (80 points)

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

b. New Mexico/Native American Resident Veteran Preference (100 points)

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

C. EVALUATION PROCESS

Phase 1: Business Specification Review

During Phase 1, the HCA will review the Offeror’s submission to ensure that it is in compliance with all requirements of the RFP, including but not limited to requirements enumerated within the RFP. Proposal deemed non-responsive will be eliminated without

further consideration. Review of the Business Specifications for compliance will be completed during this phase.

The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II.B.7. **Failure to pass this review will result in disqualification.**

Phase 2: Review and Scoring of Technical Specifications

During Phase 2, proposals that were found to be compliant in Phase 1 will be evaluated and scored by the Evaluation Committee. The Committee will evaluate the Technical Specifications for each Service Domain. Subject matter experts may be used by the Evaluation Committee to review responses to specific parts of the technical proposal and provide feedback for the Evaluation Committee's consideration.

The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II.C.18.

The evaluation of the response to each question will focus on criteria as discussed under Section V.B, Evaluation Factors, above. The Evaluation Committee will use a rating scale ranging from one (1) to five (5) to assign a rating to each of the Offeror's responses to technical questions. The rating assigned to each response will be used to calculate the total number of points earned for that response.

The Offeror's total Technical Specifications score will be the sum of the points given to each of the Offeror's responses to the scored technical questions.

Phase 3: Review and Scoring of Cost

During Phase 3, HCA will assess Cost Proposals for each Service Domain using the methodology described in Section V.B.4, above, and a score will be assigned.

Phase 4: Totaling of Scores

During Phase 4, the HCA will calculate the total evaluation scores for each Offeror. Total scores will be calculated separately for each Service Domain for which the Offeror submitted a proposal. If an Offeror submits proposals for more than one Service Domain, the Offeror will receive a distinct total score for each proposed Service Domain.

For each Service Domain, the HCA will combine the Offeror's Technical Specifications score (Phase 2) and Cost score (Phase 3). New Mexico/Native American Resident Preferences scores will be included at this time (if applicable and as authorized under the RFP). The total score for each Service Domain will be calculated as follows:

- Service Domain 1, Rural Health Care Delivery Fund (RHCDF): Technical Specifications Score + Cost Score + New Mexico/Native American Resident Preferences (if applicable) = Service Domain 1 Total Score
- Service Domain 2, Behavioral Health Reform and Investment Act (Senate Bill 3): Technical Specifications Score + Cost Score + New Mexico/Native American Resident Preferences (if applicable) = Service Domain 4 Total Score

- Service Domain 3, Rural Health Transformation Program (RHTP): Technical Specifications Score + Cost Score + New Mexico/Native American Resident Preferences (if applicable) = Service Domain 2 Total Score
- Service Domain 4, Non-Medicaid Behavioral Health Services Administration, Monitoring and Oversight: Technical Specifications Score + Cost Score + New Mexico/Native American Resident Preferences (if applicable) = Service Domain 3 Total Score

Phase 5: Designation Finalists and Oral Presentations (at HCA’s discretion)

As described in Section II.B, Explanation of Events, HCA may designate Finalists and invite them to presentations. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. If HCA elects to hold Oral Presentations, scores will be updated as follows:

Service Domain 1, Rural Health Care Delivery Fund:

- Technical Specifications Score + Cost Score + New Mexico/Native American Resident Preferences (if applicable) + Oral Presentation Score = Service Domain 1 Score

Service Domain 2, Behavioral Health Reform and Investment Act Senate Bill 3:

- Technical Specifications Score + Cost Score + New Mexico/Native American Resident Preferences (if applicable) + Oral Presentation Score = Service Domain 2 Score

Combined Scores for Both Service Domains

- Service Domain 1 Score + Service Domain 2 Score = Combined Score

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

Phase 6: Award

After approval of the Evaluation Committee Report, HCA will finalize any contractual agreement(s) resulting from this RFP with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter.

In accordance with §13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

APPENDIX A

REQUEST FOR PROPOSAL

ASO Services

RFP# 26-630-1000-0019

ACKNOWLEDGEMENT OF RECEIPT FORM

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

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

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

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

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the

authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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

Name(s) of Applicable Public Official(s) if any: Governor Michelle Lujan Grisham and Lieutenant Governor Howie Morales

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX C

STANDARD CONTRACT TERMS AND CONDITIONS

The Agreement included in this Appendix C represents the contract the Agency intends to use to make an award/awards. The State of New Mexico and the Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary.

STATE OF NEW MEXICO

Health Care Authority
PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Health Care Authority**, hereinafter referred to as the "Agency," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the following work:

2. **Compensation.**

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

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph

1, Scope of Work, and to approval by the GSD/SPD. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

(—OR—)

(CHOICE – MULTI-YEAR)

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

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

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

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

3. Term.

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

4. Termination.

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

B. Notice; Agency Opportunity to Cure.

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

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

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

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

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

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

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

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

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

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

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

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

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

20. Indemnification.

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

21. New Mexico Employees Health Coverage.

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

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Notices.

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

To the Agency:

[insert name, address and email].

To the Contractor:

[insert name, address and email].

25. Authority.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the GSD/SPD Contracts Review Bureau below.

By: _____
Agency

Date: _____

By: _____
Agency's Legal Counsel – Certifying legal sufficiency

Date: _____

By: _____
Agency's Chief Financial Officer

Date: _____

By: _____
Contractor

Date: _____

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/or compensating taxes.

ID Number: **00-000000-00-0**

By: _____
Taxation and Revenue Department

Date: _____

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

By: _____
GSD/SPD Contracts Review Bureau

Date: _____

APPENDIX D LETTER OF TRANSMITTAL FORM

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

RFP#:

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

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

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

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

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

No.
 Yes. Identify subcontractor/s: _____

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

No.
 Yes. Identify entity/-ies: _____

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

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

Sign: _____ Date: _____

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

APPENDIX E

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

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

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section III.B.. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Elisa Wrede, Procurement Manager by May 20, 2026 at 3PM MST/MDT MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 26-630-1000-0019

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

FOR:

(Name of Offeror)

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

Name: Elisa Wrede, Procurement Manager
Email: elisa.wrede@hca.nm.gov

Forms must be submitted no later than May 20, 2026 at 3PM MST/MDT and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings. The comments you provide will help the State evaluate the above-referenced Offeror's service history, successful execution of services and evidence of customer/client satisfaction.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager Elisa Wrede at elisa.wrede@hca.nm.gov or 505-231-2630. When

contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	
Administrative services for the project you're providing a reference (i.e., Application Intake & Evaluation Support, Sustainability/Financial Viability of programs, Contract Agreement Initiation & Execution, Payment Processing/Financial Monitoring, Performance Monitoring, Risk/Portfolio Oversight & Reporting, Audit Readiness & Close-out Coordination, Systems & Process, ASO Staffing, Federal Program Admin & Compliance, Provider Support Operations, Regional Governance & Planning Support)	

QUESTIONS:

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

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

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

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

APPENDIX F
Scopes of Work

Appendix F.1: Scope of Work for Administrative Services Organization (ASO)

Service Domain 1: Rural Health Care Delivery Fund

1. Background and Purpose

The New Mexico Health Care Authority (HCA) administers the Rural Health Care Delivery Fund (RHCF), a state-funded program providing approximately \$196 million since 2023 to support access and stabilization to health care services in rural and underserved communities throughout New Mexico, in accordance with NM Stat. § 24A-1-17 (2024). HCA has awarded approximately \$146 million of the appropriations to date for past funding cycles, with an additional \$50 million in funding for a future funding cycle(s). The current funding cycle focuses on stabilizing existing health care services and infrastructure to prevent service disruption rather than expanding new programs or facilities.

To ensure effective, timely, and accountable administration of these funds, HCA seeks to contract with one Administrative Services Organization (ASO) to support the administration, oversight, and performance management of the State RHCF. The ASO will perform delegated administrative and operational functions to ensure funds are distributed and managed in compliance with State law, legislative intent, and program goals established by HCA to expand access to high-quality health care in rural and underserved communities. The ASO shall provide administrative, financial, analytical, and operational support only as expressly described in this Scope of Work (SOW). The ASO is prohibited from exercising discretionary authority, making final determinations, or representing HCA in any official capacity.

2. Scope Overview and Limitations

2.1 Administrative Services Organization (ASO)

2.1.1 The ASO shall support HCA in administering RHCDF sustainability funding by providing services related to the following:

- Application intake and evaluation support;
- Sustainability and financial viability analyses;
- Contract initiation, tracking, and amendment support;
- Payment processing, tracking, and financial monitoring;
- Funding Recipient SOW and performance tracking;
- Risk stratification and portfolio-level oversight;
- Funding Recipient contract amendments and change management support;
- Reporting, data sharing, and data analysis;
- Audit readiness and contract close-out support; and
- Coordination, systems and process support.

2.1.2 The ASO shall operate in close coordination with the RHCDF team and shall not serve as the primary contact for applicants or funded providers unless explicitly authorized by HCA in writing.

2.2 Additional Services

2.2.1 By mutual written agreement, HCA and the Contractor may add services to the Scope of Work during the Contract term, with pricing for such services negotiated separately and documented in a Contract amendment.

2.3 ASO Staffing

2.3.1 The ASO shall maintain sufficient qualified staff to fulfill the requirements of this Agreement.

2.3.2 On request, the ASO shall submit to the HCA the names, resumes and contact information of all key staff which shall include, but is not limited to: ASO's executive lead and ASO's contract manager(s) (if other than ASO's executive lead). The ASO shall notify the HCA within fifteen (15) calendar days when changes to key staff occur or are anticipated and when there are significant changes in staffing.

2.3.3 The HCA reserves the right to reasonably require the ASO to make changes to staff assigned to interact with HCA, subject to applicable federal and state laws, rules, and regulations and to reasonable employment policies as uniformly applied to the ASO's staff with thirty (30) calendar-days written notice.

2.3.4 The ASO shall not subcontract staffing.

2.4 HCA/RHCDF Team

2.4.1 The following responsibilities are expressly retained by HCA and are excluded from the ASO SOW:

- Governing the program, providing policy direction, and exercising strategic oversight;
- Developing eligibility criteria, funding priorities, and program guidance;
- Communicating directly with applicants and funded providers;
- Making final funding decisions and approving awards;
- Providing technical assistance and managing relationships with providers;
- Determining compliance and enforcing program requirements; and
- Delivering legislative testimony and public communications.

3. Required Services

3.1 Administrative Eligibility and Pre-Award Readiness Review

3.1.1 The ASO shall conduct the all activities in accordance with HCA-established timelines, procedures, and criteria.

3.1.2 The ASO shall conduct administrative completeness reviews of all applications utilizing a checklist provided by HCA.

3.1.3 The ASO shall verify applicant eligibility according to criteria established by HCA. Criteria include but is not limited to:

- The rural health care provider or rural health care facility meets state licensing requirements to provide health care services and is an enrolled Medicaid provider that actively serves Medicaid recipients.
- Funding is for one (1) year and for no more than the first five (5) years of stabilization funding.
- Funding is limited to covering operating losses for which the revenue recognized is not sufficient.
- The rural health care provider or rural health care facility are prepared to provide adequate cost data, as defined by rule of the authority, based on financial and statistical records that can be verified by qualified auditors and which data are based on an approved method of cost finding and the accrual basis of accounting and can be confirmed as having been delivered through review of claims.

3.1.4 The ASO shall confirm that applications align with stabilization funding objectives and shall flag any potential expansion activities.

3.1.5 The ASO shall document and summarize all findings for review by RHCDF leadership.

3.1.6 The ASO shall maintain auditable records of application intake activities.

3.1.7 All eligibility, award, and funding decisions shall be made by HCA.

3.2 Application Evaluation Support

3.2.1 The ASO shall support HCA-led application evaluation processes including but not limited to:

- The ASO shall review prior RHCDF performance history, including any open corrective action plans or unresolved issues.
- The ASO shall identify and flag potential duplicative funding risks, inconsistencies, or gaps for HCA review.

3.2.2 The ASO shall coordinate scoring tools, reviewer materials, and evaluation documentation including but not limited to:

- The ASO shall compile evaluation results and prepare analytic summaries.
- The ASO shall maintain complete and auditable evaluation records.

3.2.3 The ASO shall support management of the evaluation timeline as requested by HCA.

3.2.4 The ASO shall maintain auditable records of application evaluation activities in a format agreed upon by HCA.

3.2.5 All eligibility, award, and funding decisions shall be made by HCA.

3.3 Sustainability and Financial Viability Analysis

3.3.1 The ASO shall perform the following analytic activities to evaluate the sustainability and financial viability of the program and report a summary of the results to HCA in a format and frequency defined by HCA.

3.3.2 The ASO shall analyze baseline operating costs relative to requested sustainability funding.

3.3.3 The ASO shall identify and assess indicators of financial dependency on RHCDF funding.

3.3.4 The ASO shall review potential for overlap or duplication of funding

3.3.5 The ASO shall review revenue mix and funding diversification where data is available.

3.3.6 The ASO shall identify funding cliff risks and long-term sustainability concerns.

3.3.7 The ASO shall provide standardized sustainability and financial analysis summaries to HCA in a format agreed upon in cooperation with HCA.

3.4 Contract Initiation and Execution Support

The ASO shall assist in developing and initiating contracts consistent with approved awards as directed by HCA:

- 3.4.1 The ASO shall support drafting scopes of work, budgets, and deliverables.
- 3.4.2 The ASO shall track contract status from award through execution ensuring that contracts do not exceed a period of operation equivalent to the number of years funding is awarded.
- 3.4.3 The ASO shall maintain organized contract files and documentation within HCA-designated systems.

3.5 Payment Processing, Tracking and Financial Monitoring

- 3.5.1 The ASO shall process payments for the State RHCDF services to Funding Recipients in accordance with executed contract agreements and HCA policies; and shall make such payments timely and accurately.
- 3.5.2 The ASO shall manage and account for all allocated funding by funding source as specified by HCA and its Member Agencies.
- 3.5.3 The ASO shall confirm that funding recipients meet all eligibility criteria and comply with contractual and regulatory requirements before processing payments.
- 3.5.4 The ASO shall identify, track and report all expenses, invoices, reimbursements, and payment timelines by funding source in a manner that is consistent with direction provided by the HCA and keep thorough records and supporting documentation to provide an audit trail.
- 3.5.5 The ASO shall develop written policies and procedures that describe how the ASO shall comply with the HCA requirements.
- 3.5.6 The ASO shall provide appropriate performance measurement metrics and other information.
- 3.5.7 The ASO shall support any quality service review program by providing data required by the HCA.
- 3.5.8 The ASO shall work with the HCA to develop data collection protocols, collect data and facilitate analysis of outcomes as defined by HCA.
- 3.5.9 The ASO shall monitor spending against approved budgets and shall identify underspending, over-expenditures, and financial anomalies.
- 3.5.10 The ASO shall validate all payments made under this SOW and maintain documentation and evidence that all payments made are appropriate under this SOW.
- 3.5.11 The ASO shall report any improper payments made to HCA within one (1) business day of discovery.
- 3.5.12 The ASO shall produce regular financial reports and dashboards as requested by HCA, including reports on payment status, expenditures, and compliance to stakeholders and funding authorities.
- 3.5.13 The ASO shall support reconciliation activities and respond to financial inquiries.

- 3.5.14 The ASO shall identify and address discrepancies, irregularities, or non-compliance issues promptly to maintain financial integrity.

3.6 Contract SOW and Performance Monitoring

- 3.6.1 The ASO shall track and report to HCA on performance against approved SOWs and milestones.
- 3.6.2 The ASO shall monitor deliverables and reporting requirements.
- 3.6.3 The ASO shall identify performance risks or deviations and escalate concerns to RHCDF leadership.
- 3.6.4 The ASO shall maintain performance tracking tools and documentation and make reporting available on a monthly and ad hoc basis.

3.7 Risk Stratification and Portfolio Oversight

- 3.7.1 The ASO shall develop and maintain a risk-tiering approach for RHCDF contracts that will include data considered to assign a risk tier, the frequency of reporting and monitoring based on the risk tier and process for evaluating risk on an on-going basis.
- 3.7.2 The ASO shall conduct portfolio-level monitoring and analysis based on risk tiers.
- 3.7.3 The ASO shall identify systemic issues, trends, or emerging risks and report to HCA on a mutually agreed upon schedule of frequency.
- 3.7.4 The ASO shall recommend monitoring intensity adjustments to RHCDF leadership.

3.8 Funding Recipient Contract Amendments and Change Management Support

- 3.8.1 The ASO shall support analysis of proposed budget, scope, or timeline modifications as required by the applications for funding and resulting contracts.
- 3.8.2 The ASO shall assess financial and programmatic impacts of contract amendments and provide written feedback to HCA upon request.
- 3.8.3 The ASO shall track amendment frequency, type, and patterns.
- 3.8.4 The ASO shall maintain complete amendment histories. Approval authority for amendments shall remain with HCA.

3.9 Reporting, Data Sharing and Analysis

- 3.9.1 The ASO shall provide the HCA with specified and agreed-upon reports relevant to the HCA's management, policymaking, and decision-making functions. The ASO shall cooperatively develop the purpose and content of reports that may include report name; report specifications; frequency; priority; level of analysis; submission dates; and state and/or federally mandated areas of responsibility.

- 3.9.2 In submitting reports, the ASO shall verify the accuracy and completeness of the data and other information in all reports and ensure delivery of reports and other required data on or before scheduled due dates.
- 3.9.3 The ASO and the HCA will jointly determine which reports are available on demand and which are delivered at agreed upon intervals for presentation and discussion.
- 3.9.4 As applicable, the ASO shall analyze the reports for any early patterns of change, identified trend, or outlier and as an analysis and interpretation of the findings. Analysis generally includes the identification of change(s), the potential reasons for change(s) and the recommended action(s).
- 3.9.5 The ASO will offer statistical analysis related to projects as agreed upon by the parties.
- 3.9.6 The ASO shall develop and provide real time access to the Claims and Invoices burn rate report(s). The burn rate report(s) is/are specified by the HCA. The design and detail of this report(s) will be agreed upon by both parties.
- 3.9.7 The ASO shall collect, organize, and analyze contract-level and portfolio-level data.
- 3.9.8 The ASO shall support executive, legislative, and internal reporting requirements.
- 3.9.9 The ASO shall develop dashboards, summaries, and analytic products.
- 3.9.10 The ASO shall respond to ad hoc analytic requests.

3.10 Audit, Monitoring and Contract Close-Out Support

- 3.10.1 The ASO shall support audit readiness and monitoring activities.
- 3.10.2 The ASO shall prepare standardized documentation packages.
- 3.10.3 The ASO shall support contract close-out processes, including financial reconciliation to audited operating losses after the close of the contract period.
- 3.10.4 The ASO shall maintain close-out checklists and documentation.
- 3.10.5 The ASO shall provide post-close-out summaries and lessons learned.

3.11 Coordination, Systems and Process Support

- 3.11.1 The ASO shall operate within HCA-designated systems and platforms.
- 3.11.2 The ASO shall support data standardization and documentation.
- 3.11.3 The ASO shall participate in regular coordination meetings.
- 3.11.4 The ASO shall develop and maintain process documentation as requested.
- 3.11.5 The ASO shall provide any and all training needed to designated HCA personnel to ensure effective access to and use of any ASO service platforms.
- 3.11.6 All data, reports, analyses, materials, and work products developed, collected, or generated under this Agreement shall be the sole and exclusive property of the New Mexico Health Care Authority (HCA).

3.12 Information Management and Systems Specifications

3.12.1 The ASO shall have existing systems and methodology for implementing systems in support of this project. This includes the capabilities to:

- Determine if/when there is a need for new and/or upgraded systems or enhanced systems functionality;
- Assess for and create additional system capacity;
- Configure systems to accommodate Contract requirements;
- Set up intake, processing, and acceptance of one-time data feeds from HCA or other sources, as necessary;
- Provide for internal and joint testing of data exchanges of all types; and
- Implement systems and/or data interfaces with other entities (as required).

3.12.2 The ASO shall have the capability to rapidly make changes to the system to incorporate programmatic changes, including but not limited to:

- Adding new funding recipients;
- Changing payment amounts; and
- Changing data collected and reported, without the necessity for manual processes or undue burden on funding recipients or HCA.

3.12.3 The ASO shall have a business continuity/disaster recovery plan that is tested both periodically and ad-hoc and shall provide, as requested by HCA, availability and/or recovery time objectives by major system. The ASO shall continuously test all applicable system functions.

3.12.4 The ASO shall use the web-based programs established by HCA that includes a secure user registration and management process and displays funding partner payment statuses.

3.12.5 The ASO shall allow HCA access to real-time information, including but not limited to funding partner fund balances, expenditure rate, and pending payments.

4. Internal Control Documentation

4.1. The ASO shall create and maintain operational records sufficient to demonstrate compliance with the Scope of Work

4.2. The ASO shall complete all operational documentation and records explicitly required by this Contract and include customary and standard industry records maintained by ASOs performing similar services.

4.3. The ASO shall create and maintain documentation and records in a format (content and form) when specified by HCA.

4.4. HCA, at its discretion, may require the ASO to change the format of documentation and records, or require the ASO to submit additional documentation or records associated with activities under the Scope of Work.

4.5. The ASO shall ensure documentation and records are timely, accurate, and complete.

4.6. Documentation includes, but is not limited to, the following:

- Administrative Eligibility Summaries
- Evaluation Review Summaries
- Financial Analysis Summaries and supporting documentation
- Contract Initiation Tracking Summaries and supporting documentation
- Contract Management summaries and Supporting documentation
- Contract Close Out Documentation

6. Data Security and Confidentiality

6.1 The ASO shall comply with all applicable state and federal data security, confidentiality, and privacy requirements.

7. Explicit Out-of-Scope Activities

7.1 HCA will serve as the primary point of contact for all applicants and providers. The ASO shall not engage in any activities expressly managed by HCA without the direction or request of authorized HCA representatives including but not limited to:

- 7.1.1 Offer technical assistance or programmatic guidance to any funding recipient.
- 7.1.2 Make funding, eligibility, or compliance determinations.
- 7.1.3 Conduct enforcement actions or corrective action plans.
- 7.1.4 Represent HCA in public communications or testimony unless expressly authorized.

8. Performance Standards and Compliance

8.1 The ASO shall perform all services in a timely, accurate, and professional manner consistent with best practices for public-sector funding and contract administration and in accordance with any resulting contract for ASO services.

8.2 HCA may impose any or all of the non-monetary sanctions and monetary penalties to the extent authorized by State law. Nothing in this section prohibits HCA from imposing additional sanctions under State law that address areas of noncompliance.

Failure to perform services as described in this SOW may result in any or all of the following:

- Notice of non-compliance;
- Corrective Action Plan; and/or
- Monetary Sanctions.

8.3 Corrective Action Plan

- 8.3.1. If HCA determines that the ASO is not in compliance with one (1) or more requirements in this SOW, HCA may issue a notice of noncompliance, identifying the deficiency(ies) and follow-up recommendations/requirements, in the form of a Corrective Action Plan (CAP).
- 8.3.2. A notice of noncompliance from HCA requiring a CAP will also serve as a notice for sanctions in the event HCA determines that sanctions are also necessary.
- 8.3.3. The ASO shall be required to provide CAPs to HCA within fourteen (14) Calendar Days of receipt of a noncompliance notice from HCA unless otherwise directed by HCA. CAPs are subject to review and approval by HCA.
- 8.3.4. If the ASO does not effectively implement the CAP within the time frame specified in the CAP, HCA may impose additional sanctions.

8.4 Monetary Penalties

8.4.1. Monetary penalties may include:

- Actual damages incurred by HCA and/or funding partners resulting from the ASO’s non-performance of obligations under this SOW;
- The ASO’s noncompliance with this Agreement that causes, in HCA’s determination, imminent and/or actual harm to a funding partner may result in monetary penalties up to \$5,000 for each instance of noncompliance.
- Other monetary penalties for failure to perform specific responsibilities or requirements as described in this Agreement are shown in the chart in Section 8.4.2 below; and
- HCA reserves the right to assess a general monetary penalty of five hundred dollars (\$500) per occurrence with any notice of noncompliance as outlined below:

8.4.2. Monetary Penalties Chart

	PROGRAM ISSUE	PENALTY
1	<p>Failure to comply with the terms of this Agreement may result in a monetary penalty. HCA can modify and assess any monetary penalty if the ASO engages in a pattern of behavior that constitutes a violation of this Agreement, or may potentially involve a risk of harm to funding recipients or to the integrity of the program. This may include, but is not limited to the following:</p> <ul style="list-style-type: none"> • Failure to report on required data elements in report submissions; • For a report that has been rejected by and resubmitted by the ASO up to three (3) times; • Failure to timely submit any report described in Section 5, Deliverables, more than two (2) times in a fiscal year 	<p>Up to \$5,000 for each month in which the penalty is assessed. HCA will determine the specific amount of the penalty, taking into consideration factors reasonably related to the nature and severity of the infraction.</p>

	<ul style="list-style-type: none"> Failure to submit any report described in Section 5, Deliverables, in the correct format more than two (2) times in a fiscal year. 	
2	Failure to report and correct an incorrect Payment	Up to \$5,000 for each instance. HCA will determine the specific amount of the penalty, taking into consideration factors reasonably related to the nature and severity of the infraction.
3	Failure to complete or comply with CAPs	Up to \$5,000 for each instance. HCA will determine the specific amount of the penalty, taking into consideration factors reasonably related to the nature and severity of the infraction.

8.5 Termination

- 8.5.1. HCA reserves the right to terminate this SOW as stated in the Standard Terms and Conditions applicable to this SOW through the procurement under which the ASO was contracted.

9. Term and Modifications

- 9.1 The term of this Scope of Work and any amendments shall be established by HCA and may be modified as program needs evolve.

Appendix F.2: Scope of Work for Administrative Services Organization (ASO)

Service Domain 2: Behavioral Health Reform and Investment Act

1. Background and Purpose

The New Mexico Health Care Authority (HCA) is a responsible party to the Behavioral Health Reform and Investment Act (BHRIA) (Senate Bill 3 (SB3), which passed with strong bipartisan support during the 2025 legislative session. This new law takes major steps to strengthen and rebuild New Mexico's behavioral health system, including significant changes to how behavioral health and substance use treatment programs are managed statewide.

The BHRIA takes a regional approach to behavioral health care. Each region, established by the Administrative Office of the Courts (AOC) and agreed upon by the Behavioral Health Executive Committee (BHEC), will identify up to five behavioral health priorities and request funding to implement a four-year plan. This new structure incorporates all three branches of government and brings stakeholders to the table to strengthen our behavioral health care system. .

The BHRIA is a transformative policy aimed at supporting New Mexico's behavioral health and substance use care systems regionally. It creates a statewide framework for collaboration, regional planning, and sustained investment to ensure all New Mexicans have access to timely, quality behavioral health care.

To ensure effective, timely, and accountable administration of these funds, HCA seeks to contract with one Administrative Services Organizations (ASOs) to support the administration, oversight, and disbursement of the BHRIA funds. The ASO will perform delegated administrative and operational functions to ensure funds are distributed and managed in compliance with State law, legislative intent, and program goals established by HCA to support BH Regional Plans. The ASO shall provide administrative, financial, analytical and operational support only as expressly described in this Scope of Work (SOW) or directed by HCA. The ASO is prohibited from

exercising discretionary authority, making final determinations, or representing HCA in any official capacity.

2. Scope Overview and Limitations

2.1 Administrative Services Organization (ASO)

2.1.1 The ASO shall support HCA in administering Regional BHRIA funds by providing services related to the following as directed:

- Contract initiation, SOW tracking, and amendment support for each region;
- Payment processing, invoice tracking, and financial monitoring for each region;
- Risk stratification and portfolio-level oversight from the overall budget perspective for each region and cumulative;
- Financial reporting and data analysis for each region;
- Reconciliation readiness and contract close-out support; and
- Systems and process support.

2.1.2 The ASO shall operate in close coordination with the HCA and shall not serve as the primary contact for applicants or funded regions unless explicitly authorized by HCA in writing.

2.2 Additional Services

2.2.1 By mutual written agreement, HCA and the Contractor may add services to the Scope of Work during the Contract term, with pricing for such services negotiated separately and documented in a Contract amendment.

2.3 ASO Staffing

2.3.1 The ASO shall maintain sufficient qualified staff to fulfill the requirements of this Agreement.

2.3.5 On request, the ASO shall submit to the HCA the names, resumes and contact information of all key staff which shall include, but is not limited to: ASO's executive lead and ASO's contract manager(s) (if other than ASO's executive lead). The ASO shall notify the HCA within fifteen (15) calendar days when changes to key staff occur or are anticipated and when there are significant changes in staffing.

2.3.6 The HCA reserves the right to reasonably require the ASO to make changes to staff assigned to interact with HCA, subject to applicable federal and state laws, rules, and regulations and to reasonable employment policies as uniformly applied to the ASO's staff with thirty (30) calendar-days written notice.

2.4 HCA

2.4.1 The following responsibilities are expressly retained by HCA and are excluded from the ASO SOW:

- Governing the program, providing policy direction, and exercising strategic oversight;
- Developing eligibility criteria, funding priorities/formulas, and program guidance;
- Communicating directly with applicants and funded providers;
- Making final funding decisions in accordance with funding formula and approving awards;
- Providing technical assistance and managing relationships with collaborative agencies (e.g., AOC, Legislative Committees) and regional committees;
- Determining compliance and enforcing program requirements; and
- Delivering legislative testimony and public communications.

3. Required Services

3.1 Eligibility and Regional Plan Award Review

3.3.1 The ASO shall conduct the following activities in accordance with the Behavioral Health Executive Committee established timelines, procedures, and criteria:

- The ASO shall conduct Financial reviews of all regional plans funding distributions quarterly and annually as needed.
- The ASO shall verify eligible accountable entity to distribute allocated funding established by the Behavioral Health Executive Committee.
- The ASO shall confirm that distributions align with funding requirements and shall flag any potential concerns or risks.
- The ASO shall review funding requirements and identify functions to support any corrective action plans that may lead to recoupment of funds.
- The ASO shall identify and flag potential duplicative funding risks, inconsistencies, or gaps for HCA review.
- The ASO shall document and summarize all above findings for review by the Behavioral Health Executive Committee.

3.1.2 The ASO shall maintain auditable records of regional funding distributions.

3.1.3 Funding eligibility will be determined by the Behavioral Health Executive Committee; award and funding decisions shall be made by the HCA.

The ASO shall conduct additional activities determined by the Behavioral Health Executive Committee in the future.

3.3 Sustainability and Financial Viability Analysis

3.3.1 The ASO shall perform the following analytic activities to the financial sustainability and viability of the program and report a summary of the results to HCA in a format and frequency defined by HCA:

- The ASO shall audit contracts and grantees to ensure programmatic and financial compliance as well as sustainability.
- The ASO shall assess indicators of financial dependency on BHRIA funding.
- The ASO shall review revenue mix and funding diversification where data is available.
- The ASO shall complete a statewide gap analysis of the behavioral health services every two (2) fiscal years beginning July 2027.

3.4 Contract Initiation and Execution Support

3.4.1 The ASO shall assist in developing and initiating grantee contracts consistent with approved allocated funding for each regional plan.

3.4.2 The ASO shall support drafting scopes of work, budgets, and deliverables as directed by HCA.

3.4.3 The ASO shall track contract status from award through execution and annually thereafter.

3.4.4 The ASO shall maintain organized grantee contract files and documentation within HCA-designated systems. Required documentation will be determined in collaboration with HCA.

3.5 Payment Processing, Tracking and Financial Monitoring

3.5.1 The ASO shall process payments across regional accountable entities in accordance with executed grantee agreements and HCA policies and shall make such payments timely and accurately.

3.5.2 The ASO shall track regional accountable entity invoices, reimbursements, and payment timelines.

3.5.3 The ASO shall confirm that grantees meet all eligibility criteria and comply with contractual and regulatory requirements before processing payments.

3.5.4 The ASO shall monitor spending against approved regional plan budgets.

3.5.5 The ASO shall identify, track and report all expenses, invoices, reimbursements, and payment timelines by funding source in a manner that is consistent with direction provided by the HCA and keep thorough records and supporting documentation to provide an audit trail.

3.5.6 The ASO shall identify underspending, over-expenditures, and financial anomalies.

3.5.7 The ASO shall validate all expenditures made under this SOW and maintain

documentation and evidence that all payments made are appropriate under this SOW.

- 3.5.8 The ASO shall report any improper payments made to HCA within one (1) business day of discovery.
- 3.5.9 The ASO shall produce regular financial reports and dashboards as directed by HCA, including reports on payment status, expenditures, and compliance to stakeholders and funding authorities.
- 3.5.10 The ASO shall support reconciliation activities and respond to financial inquiries.
- 3.5.11 The ASO shall identify and address discrepancies, irregularities, or non-compliance issues promptly to maintain financial integrity.

3.6 SOW and Performance Monitoring

- 3.6.1 The ASO shall track funding performance against approved regional plan milestones.
- 3.6.2 The ASO shall monitor deliverables and reporting requirements.
- 3.6.3 The ASO shall identify funding performance risks or deviations and escalate concerns to the HCA and Behavioral Health Executive Committee as directed by HCA.
- 3.6.4 The ASO shall develop and maintain performance tracking tools and documentation as approved by HCA.

3.7 Risk Stratification and Portfolio Oversight

- 3.7.1 The ASO shall develop and maintain a risk-tiering approach for BHRIA funding regional plans.
- 3.7.2 The ASO shall conduct portfolio-level monitoring and analysis.
- 3.7.3 The ASO shall identify systemic issues, trends, or emerging risks.
- 3.7.4 The ASO shall recommend monitoring intensity adjustments HCA.

3.8 Grantee Contract Amendments and Change Management Support

- 3.8.1 The ASO shall support analysis of multi-year and annual funding for proposed regional plan (including budget, scope, or timeline) modifications as needed.
- 3.8.2 The ASO shall assess financial and programmatic impacts of grantee contract amendments.
- 3.8.3 The ASO shall maintain complete amendment (grantee contracts, regional plans, budget, etc.) histories.
- 3.8.4 Approval authority for amendments shall remain with HCA.

3.9 Reporting, Data Sharing and Analysis

- 3.9.1 The ASO shall collect, organize, and analyze funding for regional service level data.

- 3.9.2 The ASO shall support executive, legislative, and internal reporting requirements as directed by HCA.
- 3.9.3 The ASO shall develop dashboards, summaries, and analytic products.
- 3.9.4 The ASO shall provide timely and accurate data to HCA and the Behavioral Health Executive Committee as requested.
- 3.9.5 The ASO shall respond to ad hoc analytic requests.

3.10 Audit, Monitoring and Contract Termination or Transition Support

- 3.10.1 The ASO shall conduct financial monitoring in coordination with the HCA.
- 3.10.2 The ASO shall prepare standardized documentation packages.
- 3.10.3 If applicable:
 - The ASO shall support contract termination or transition processes, including financial reconciliation.
 - The ASO shall maintain termination or transition checklists and documentation.
 - The ASO shall provide post-termination or transition summaries and lessons learned.

3.11 Coordination, Systems and Process Support

- 3.11.1 The ASO shall operate within HCA designated systems and platforms.
- 3.11.2 The ASO shall support data standardization and documentation.
- 3.11.3 The ASO shall participate in regular meetings as directed by HCA.
- 3.11.4 The ASO shall develop and maintain process documentation as requested.
- 3.11.5 The ASO shall provide any and all training needed to designated HCA personnel to ensure effective access to and use of any ASO service platforms.

3.12 Information Management and Systems Specifications

- 3.12.1 The ASO shall have existing systems and methodology for implementing systems in support of this project. This includes the capabilities to:
 - Determine if/when there is a need for new and/or upgraded systems or enhanced systems functionality;
 - Assess for and create additional system capacity;
 - Configure systems to accommodate Contract requirements;
 - Set up intake, processing, and acceptance of one-time data feeds from HCA or other sources, as necessary;
 - Provide for internal and joint testing of data exchanges of all types; and
 - Implement systems and/or data interfaces with other entities (as required).

- 3.12.2 The ASO shall have the capability to rapidly make changes to its system to incorporate programmatic changes, including but not limited to:
- Adding new grantees;
 - Changing grantee payment amounts; and
 - Changing data collected and reported, without the necessity for manual processes or undue burden on grantees or HCA.
- 3.12.3 The ASO shall have a business continuity/disaster recovery plan that is tested both periodically and ad hoc and shall provide, as requested by HCA, availability and/or recovery time objectives by major system. The ASO shall continuously test all applicable system functions.
- 3.12.4 The ASO shall have web-based functionality use by grantees that includes a secure user registration and management process and displays grantee payment statuses.
- 3.12.5 The ASO shall allow HCA read-only access to real-time information, including but not limited to grantee fund balances, expenditure rate, and pending payments.

4. Internal Control Documentation

- 4.7. The ASO shall create and maintain operational records sufficient to demonstrate compliance with the Scope of Work
- 4.8. The ASO shall complete all operational documentation and records explicitly required by this Contract and include customary and standard industry records maintained by ASOs performing similar services.
- 4.9. The ASO shall create and maintain documentation and records in a format (content and form) when specified by HCA.
- 4.10. HCA, at its discretion, may require the ASO to change the format of documentation and records, or require the ASO to submit additional documentation or records associated with activities under the Scope of Work.
- 4.11. The ASO shall ensure documentation and records are timely, accurate, and complete.
- 4.12. Documentation includes, but is not limited to, the following:
- Financial Analysis Summaries and supporting documentation
 - Contract Initiation Tracking Summaries and supporting documentation
 - Contract Management summaries and Supporting documentation
 - Contract Close Out Documentation

6. Data Security and Confidentiality

- 6.1 The ASO shall comply with all applicable state and federal data security, confidentiality, and privacy requirements.

7. Explicit Out-of-Scope Activities

- 7.1 HCA will serve as the primary point of contact for all applicants and providers. The ASO shall not engage in any activities expressly managed by HCA without the direction or request of authorized HCA representatives including but not limited to:

- 7.1.5 Offer provider technical assistance or programmatic guidance.
- 7.1.6 Make final funding, eligibility, or compliance determinations.
- 7.1.7 Conduct enforcement actions or corrective action plans.
- 7.1.8 Represent HCA in public communications or testimony unless expressly authorized.

8. Performance Standards and Compliance

- 8.1 The ASO shall perform all services in a timely, accurate, and professional manner consistent with best practices for public-sector grant and contract administration and in accordance with any resulting contract for ASO services.

- 8.2 HCA may impose any or all of the non-monetary sanctions and monetary penalties to the extent authorized by State law. Nothing in this section prohibits HCA from imposing additional sanctions under State law that address areas of noncompliance. Failure to perform services as described in this SOW may result in any or all of the following:
 - Notice of non-compliance;
 - Corrective Action Plan; and/or
 - Monetary Sanctions.

- 8.3 Corrective Action Plan
 - 8.3.5. If HCA determines that the ASO is not in compliance with one (1) or more requirements in this SOW, HCA may issue a notice of noncompliance, identifying the deficiency(ies) and follow-up recommendations/requirements, in the form of a Corrective Action Plan (CAP).
 - 8.3.6. A notice of noncompliance from HCA requiring a CAP will also serve as a notice for sanctions in the event HCA determines that sanctions are also necessary.
 - 8.3.7. The ASO shall be required to provide CAPs to HCA within fourteen (14) Calendar Days of receipt of a noncompliance notice from HCA unless otherwise directed by HCA. CAPs are subject to review and approval by HCA.
 - 8.3.8. If the ASO does not effectively implement the CAP within the time frame specified in the CAP, HCA may impose additional sanctions.

- 8.4 Monetary Penalties
 - 8.4.3. Monetary penalties may include:
 - Actual damages incurred by HCA and/or Grantees resulting from the ASO's non-performance of obligations under this SOW;
 - The ASO's noncompliance with this Agreement that causes, in HCA's determination, imminent and/or actual harm to a Grantee may result in monetary penalties up to \$5,000 for each instance of noncompliance.
 - Other monetary penalties for failure to perform specific responsibilities or requirements as described in this Agreement are shown in the chart in Section 8.4.2 below; and
 - HCA reserves the right to assess a general monetary penalty of five hundred dollars (\$500) per occurrence with any notice of noncompliance as outlined below:

8.4.4. Monetary Penalties Chart

	PROGRAM ISSUE	PENALTY
1	<p>Failure to comply with the terms of this Agreement may result in a monetary penalty. HCA can modify and assess any monetary penalty if the ASO engages in a pattern of behavior that constitutes a violation of this Agreement, or may potentially involve a risk of harm to Grantees or to the integrity of the program. This may include, but is not limited to the following:</p> <ul style="list-style-type: none"> • Failure to report on required data elements in report submissions; • For a report that has been rejected by and resubmitted by the ASO up to three (3) times; • Failure to timely submit any report described in Section 5, Deliverables, more than two (2) times in a fiscal year • Failure to submit any report described in Section 5, Deliverables, in the correct format more than two (2) times in a fiscal year. 	<p>Up to \$5,000 for each month in which the penalty is assessed. HCA will determine the specific amount of the penalty, taking into consideration factors reasonably related to the nature and severity of the infraction.</p>
2	<p>Failure to report and correct an incorrect Grant Payment</p>	<p>Up to \$5,000 for each instance. HCA will determine the specific amount of the penalty, taking into consideration factors reasonably related to the nature and severity of the infraction.</p>
3	<p>Failure to complete or comply with CAPs</p>	<p>Up to \$5,000 for each instance. HCA will determine the specific amount of the penalty, taking into consideration factors reasonably related to the nature and severity of the infraction.</p>

8.5 Termination

8.5.2. HCA reserves the right to terminate this SOW as stated in the Standard Terms and Conditions applicable to this SOW through the procurement under which the ASO was contracted

9. Term and Modifications

- 9.1 The term of this Scope of Work and any amendments shall be established by HCA and may be modified as program needs evolve.
- 9.2 The work outlined and in the RFP is subject to available HCA funding.
- 9.3 HCA reserves the right to final contract completion and execution.

Appendix F.3: Scope of Work for Administrative Services Organization (ASO)

Service Domain 3: Rural Health Transformation Program

1. Background and Purpose

The New Mexico Health Care Authority (HCA) administers the Rural Health Transformation Program (RHTP), a multi-year federally supported initiative designed to strengthen access to care, workforce capacity, infrastructure, sustainability, and health outcomes across rural, frontier, and tribal communities in New Mexico. The RHTP is structured around five initiatives: Healthy Horizons; Rooted in New Mexico; Rural Health Innovation Fund; Bridge to Resilience (RHSIC); and the Rural Health Data Hub. HCA serves as the lead agency responsible for governance, strategic oversight, allocation of funds, and federal compliance.

To ensure effective, timely, and accountable implementation of the RHTP, HCA seeks to contract with one Administrative Services Organization (ASO) to support administration, oversight, financial monitoring, performance tracking, portfolio management, and audit readiness functions for the five initiatives. The ASO shall provide administrative, financial, analytical, and operational support only as expressly described in this Scope of Work (SOW). The ASO is prohibited from exercising discretionary authority, making final funding determinations, or representing HCA in any official capacity.

2. Scope Overview and Limitations

2.1 Administrative Services Organization (ASO)

- 2.1.1 The ASO shall support HCA in administering the RHTP by providing services related to contract and subaward administration; SOW and performance tracking; financial monitoring and spend analysis; risk stratification and portfolio-level oversight; amendment and change management support; reporting and data analytics; audit readiness; and systems and process support.

- 2.1.2 The ASO shall operate in close coordination with the RHTP leadership team and shall not serve as the primary contact for providers or subrecipients unless explicitly authorized in writing by HCA.

2.2 Additional Services

- 2.2.1 By mutual written agreement, HCA and the Contractor may add services to the Scope of Work during the Contract term. Pricing for such services shall be negotiated separately and documented in a formal amendment.

2.3 ASO Staffing

- 2.3.1 The ASO shall maintain sufficient qualified staff to fulfill the requirements of this Agreement. Upon request, the ASO shall submit names, resumes, and contact information of key personnel, including but not limited to the executive lead, contract manager, financial lead, and data/reporting lead. The ASO shall notify HCA within fifteen (15) calendar days of any changes in key staff.
- 2.3.8 The HCA reserves the right to reasonably require the ASO to make changes to staff assigned to interact with HCA, subject to applicable federal and state laws, rules, and regulations and to reasonable employment policies as uniformly applied to the ASO's staff with thirty (30) calendar-days of written notice.
- 2.3.9 The ASO shall not subcontract any staffing.
- 2.3.4 The following responsibilities are expressly retained by HCA and excluded from this SOW:
- Governing the RHTP and exercising strategic oversight;
 - Developing eligibility criteria and funding priorities;
 - Making final funding and compliance determinations;
 - Providing legislative testimony and public communications;
 - Delivering provider-facing technical assistance unless otherwise authorized.

3. Required Services

3.1 Administrative Support

- 3.1.8 The ASO shall maintain a centralized inventory of all RHTP-funded contracts and subawards, track contract status from award through close-out, and maintain organized contract files within HCA-designated systems. Final approval authority remains with HCA.
- 3.1.9 The ASO shall develop and maintain a master SOW performance tracking system; monitor milestones, deliverables, and reporting requirements; identify and escalate risks; and support corrective action tracking as directed by HCA.
- 3.1.10 The ASO shall process and issue payments to RHTP-funded entities in accordance with executed contracts and HCA policies. The ASO shall:
- Verify eligibility and compliance prior to payment;
 - Ensure payments align with approved budgets and deliverables;
 - Maintain detailed accounting records by funding source;

- Provide real-time reporting of payments issued;
- Report any improper payment within one (1) business day of discovery;
- Maintain audit-ready documentation of all payment activity.

Final funding authorization authority shall remain with HCA.

- 3.1.11 The ASO shall track expenditures by initiative and funding source; monitor burn rates; identify anomalies; validate invoice alignment with approved deliverables as directed; and report improper payments within one (1) business day.
- 3.1.12 The ASO shall develop and maintain a risk-tiering framework for RHTP contracts, conduct portfolio-level monitoring, identify systemic risks, and recommend monitoring adjustments to HCA.
- 3.1.13 The ASO shall provide required reports supporting HCA oversight and federal reporting, including dashboards, burn rate reports, trend analyses, and ad hoc analytic products as requested.
- 3.1.14 The ASO shall support audit readiness, prepare standardized documentation packages, and assist with contract close-out and reconciliation activities.

3.2 Internal Control Documentation

- 3.2.1 The ASO shall create and maintain operational records sufficient to demonstrate compliance with this Scope of Work, including performance tracking logs, financial monitoring summaries, risk documentation, amendment tracking records, and close-out documentation.

3.9 Contract Initiation and Execution Support

- 3.9.1** The ASO shall assist HCA in initiating and executing RHTP-funded contracts and subawards consistent with approved funding determinations.

The ASO shall:

- Support drafting of scopes of work, budgets, and deliverable schedules consistent with HCA-approved awards;
- Prepare contract initiation documentation in accordance with HCA templates and procurement requirements;
- Track contract routing, signature status, and execution timelines;
- Confirm full contract execution prior to invoice processing or payment issuance;
- Ensure contract terms align with approved funding amounts and periods of performance;
- Maintain organized and complete contract files within HCA-designated systems;
- Track contract start and end dates to ensure no payments are issued outside the period of performance;
- Coordinate with HCA legal, procurement, and fiscal staff as required.

Final approval authority and contract execution authority shall remain with HCA.

3.10 Funding Recipient Contract Amendments and Change Management Support

- 3.10.1 The ASO shall support analysis of proposed budget, scope, or timeline modifications as required by the applications for funding and resulting contracts.
- 3.10.2 The ASO shall assess financial and programmatic impacts of contract amendments and provide written feedback to HCA upon request.
- 3.10.3 The ASO shall track amendment frequency, type, and patterns.
- 3.10.4 The ASO shall maintain complete amendment histories. Approval authority for amendments shall remain with HCA.

3.11 Coordination, Systems and Process Support

- 3.11.1 The ASO shall operate within HCA-designated systems and platforms.
- 3.11.2 The ASO shall support data standardization and documentation.
- 3.11.3 The ASO shall participate in regular coordination meetings.
- 3.11.4 The ASO shall develop and maintain process documentation as requested.
- 3.11.5 The ASO shall provide any and all training needed to designated HCA personnel to ensure effective access to and use of any ASO service platforms.

3.12 Information Management and Systems Specifications

- 3.6.1 The ASO shall have existing systems and methodology for implementing systems in support of this project. This includes the capabilities to:
 - Determine if/when there is a need for new and/or upgraded systems or enhanced systems functionality;
 - Assess for and create additional system capacity;
 - Configure systems to accommodate Contract requirements;
 - Set up intake, processing, and acceptance of one-time data feeds from HCA or other sources, as necessary;
 - Provide for internal and joint testing of data exchanges of all types; and
 - Implement systems and/or data interfaces with other entities (as required).
- 3.6.2 The ASO shall have the capability to rapidly make changes to its system to incorporate programmatic changes, including but not limited to:
 - Adding new funding recipients;
 - Changing payment amounts; and
 - Changing data collected and reported, without the necessity for manual processes or undue burden on funding recipients or HCA.

- 3.6.3 The ASO shall have a business continuity/disaster recovery plan that is tested both periodically and ad-hoc and shall provide, as requested by HCA, availability and/or recovery time objectives by major system. The ASO shall continuously test all applicable system functions.
- 3.6.4 The ASO shall use the web-based programs established by HCA that include a secure user registration and management process and displays funding partner payment statuses.
- 3.6.5 The ASO shall allow HCA access to real-time information, including but not limited to funding partner fund balances, expenditure rate, and pending payments.

4. Internal Control Documentation

- 4.13. The ASO shall create and maintain operational records sufficient to demonstrate compliance with the Scope of Work
- 4.14. The ASO shall complete all operational documentation and records explicitly required by this Contract and include customary and standard industry records maintained by ASOs performing similar services.
- 4.15. The ASO shall create and maintain documentation and records in a format (content and form) when specified by HCA.
- 4.16. HCA, at its discretion, may require the ASO to change the format of documentation and records, or require the ASO to submit additional documentation or records associated with activities under the Scope of Work.
- 4.17. The ASO shall ensure documentation and records are timely, accurate, and complete.
- 4.18. Documentation includes, but is not limited to, the following:
 - Administrative Eligibility Summaries
 - Evaluation Review Summaries
 - Financial Analysis Summaries and supporting documentation
 - Contract Initiation Tracking Summaries and supporting documentation
 - Contract Management summaries and Supporting documentation
 - Contract Close Out Documentation

5. Data Security and Confidentiality

- 5.1 The ASO shall comply with all applicable state and federal data security, confidentiality, and privacy requirements as determined by the HCA.

6. Performance Standards and Compliance

- 6.1 The ASO shall perform all services in a timely, accurate, and professional manner consistent with best practices for public-sector funding and contract administration and in accordance with any resulting contract for ASO services.
- 6.2 HCA may impose any or all of the non-monetary sanctions and monetary penalties to the extent authorized by State law. Nothing in this section prohibits HCA from imposing additional sanctions under State law that address areas of noncompliance.

Failure to perform services as described in this SOW may result in any or all of the following:

- Notice of non-compliance;
- Corrective Action Plan; and/or
- Monetary Sanctions.

6.3 Corrective Action Plan

If HCA determines that the ASO is not in compliance with one (1) or more requirements in this SOW, HCA may issue a notice of noncompliance, identifying the deficiency(ies) and follow-up recommendations/requirements, in the form of a Corrective Action Plan (CAP).

6.4 Notice of Non-Compliance

A notice of noncompliance from HCA requiring a CAP will also serve as a notice for sanctions in the event HCA determines that sanctions are also necessary.

The ASO shall be required to provide responses to CAPs to HCA within fourteen (14) Calendar Days of receipt of a noncompliance notice from HCA unless otherwise directed by HCA. CAPs are subject to review and approval by HCA.

If the ASO does not effectively implement the CAP within the time frame specified in the CAP, HCA may impose additional sanctions.

6.5 Monetary Penalties

Monetary penalties may include:

- Actual damages incurred by HCA and/or funding partners resulting from ASO’s non-performance of obligations under this SOW;
- The ASO’s noncompliance with this Agreement that causes, in HCA’s determination, imminent and/or actual harm to a funding partner may result in monetary penalties up to \$5,000 for each instance of noncompliance.
- Other monetary penalties for failure to perform specific responsibilities or requirements as described in this Agreement are shown in the chart in Section 8.4.2 below; and
- HCA reserves the right to assess a general monetary penalty of five hundred dollars (\$500) per occurrence with any notice of noncompliance as outlined below:

6.6 Monetary Penalties Chart

	PROGRAM ISSUE	PENALTY
1	Failure to comply with the terms of this Agreement may result in a monetary penalty. HCA can modify and assess any monetary penalty if the ASO engages in a pattern of behavior that constitutes a violation of this Agreement or may potentially involve a risk of harm to funding recipients or to the integrity of the	Up to \$5,000 for each month in which the penalty is assessed. HCA will determine the specific amount of the penalty, taking into consideration factors reasonably related to the

	<p>program. This may include, but is not limited to the following:</p> <ul style="list-style-type: none"> • Failure to report on required data elements in report submissions; • For a report that has been rejected by and resubmitted by the ASO up to three (3) times; • Failure to timely submit any report described in Section 5, Deliverables, more than two (2) times in a fiscal year; • Failure to submit any report described in Section 5, Deliverables, in the correct format more than two (2) times in a fiscal year. 	nature and severity of the infraction.
2	Failure to report and correct an incorrect Payment	Up to \$5,000 for each instance. HCA will determine the specific amount of the penalty, taking into consideration factors reasonably related to the nature and severity of the infraction.
3	Failure to complete or comply with CAPs	Up to \$5,000 for each instance. HCA will determine the specific amount of the penalty, taking into consideration factors reasonably related to the nature and severity of the infraction.

6.7 Termination

HCA reserves the right to terminate this SOW as stated in the Standard Terms and Conditions applicable to this SOW through the procurement under which the ASO was contracted.

7. Term and Modifications

7.1 The term of this Scope of Work and any amendments shall be established by HCA and may be modified as program needs evolve.

Appendix F.4: Scope of Work for Administrative Services Organization (ASO)

Service Domain 4: Non-Medicaid Behavioral Health Services Administration, Monitoring and Oversight

1. Background and Purpose

The New Mexico Health Care Authority (HCA) seeks a qualified contractor to provide administrative services related to the administration, monitoring and oversight of non-Medicaid behavioral health services administered by the State.

New Mexico's behavioral health system is designed to support a coordinated, person-centered continuum of care that promotes recovery, resiliency, and community integration. Services are intended to be responsive to the needs of individuals and families, strengths-based, culturally competent, and delivered through the most appropriate and least restrictive settings. The State prioritizes services that are accessible, coordinated, accountable, and evaluated based on both system performance and individual outcomes.

Through this procurement, HCA seeks an ASO to partner with the State in supporting the administration of non-Medicaid behavioral health services and advancing the State's behavioral health system goals. The contractor will collaborate with HCA to ensure efficient program administration, effective financial management, and streamlined administrative processes that support high-quality service delivery.

HCA also engages with advisory and community partners to guide behavioral health system development. The Behavioral Health Planning Council (BHPC), established pursuant to NMSA 1978, Section 24-1-28, advises the State on behavioral health policy and system development.

Local Behavioral Health Collaboratives provide community input to ensure services reflect the needs of rural, urban, frontier, tribal, and border communities across New Mexico.

Offerors should demonstrate an understanding of New Mexico's behavioral health system priorities and the ability to support effective administration of behavioral health services in alignment with these goals.

2. General Requirements

- 2.1 The ASO shall process payments for Behavioral Health services provided by Vendors in the Health Care Authority (HCA) Behavioral Health Divisions (BHSD) Network and other state agencies, as appropriate, in accordance HCA's instructions and up to the availability of funds made available by the HCA; and shall make such payments timely and accurately.
- 2.2 The ASO shall manage and account for all allocated funding by funding source as specified by the HCA and its Member Agencies.
- 2.3 The ASO shall identify, track and report all expenses and service utilization by funding source and consistent with the Fee Schedules provided by the HCA to its Vendors. The ASO shall immediately notify the HCA if higher-than- expected direct service payments are projected to enable the HCA to take appropriate action.
- 2.4 The ASO shall develop written policies and procedures that describe how the ASO shall comply with the requirements of this Contract, and, unless otherwise directed or approved in writing by the HCA, the ASO shall administer this Agreement in accordance with those policies and procedures.
- 2.5 The ASO shall provide data transfers, reports, data analysis, querying capability, and training for all services under this Agreement to support the HCA and its Member Agencies, in support of paragraph A above, according to the specific terms described herein.
- 2.6 The ASO shall provide appropriate performance measurement metrics and other information, such as timeliness and accuracy for Claim and Invoice payments, status of system improvements, or other items as necessary and as agreed to by the Parties.
- 2.7 The ASO shall offer technical assistance to the Vendor Network on the use of the ASO's service platform whenever requested, by a Vendor, the HCA, a Member Agency or as identified through the ASO's monitoring activities.
- 2.8 The ASO shall support any quality service review program by providing data required by the HCA.

2.9 The ASO shall work with the HCA to develop data collection protocols, collect data and facilitate analysis of outcomes of Clients receiving treatment in the Vendor Network.

3. ASO Responsibilities

3.1 Contract Management:

3.1.1 The ASO shall employ qualified individuals, residing in New Mexico, to oversee this contract. The contract manager(s) shall be dedicated to this Agreement, hold a senior management position in the ASO's organization, and be authorized and empowered to represent the ASO on all matters pertaining to the ASO's program and including, but not limited to, this Agreement and including the following responsibilities:

3.1.1.1 Ensure the ASO's compliance with the terms and conditions of this Agreement, including securing and coordinating resources necessary for such compliance;

3.1.1.2 Oversee all activities by the ASO and its subcontractors, if any;

3.1.1.3 Assign, oversee and ensure performance of all personnel who receive and respond to all inquiries and requests by the HCA ASO Manager for the HCA and/or Vendors, in timeframes and formats reasonably acceptable to the Parties;

3.1.1.4 Assign, oversee and ensure performance of all personnel who attend required meetings with the HCA ASO Manager or other designated HCA Member Agency representatives on a periodic or as-needed basis for system planning, technical assistance, business process development, project planning and resolving issues that arise;

3.1.1.5 Attend and participate in meetings with the HCA Executive Team and staff;

3.1.1.6 Make best efforts to promptly resolve any issues related to this Agreement identified by the HCA or the ASO; and,

3.1.1.7 Work cooperatively with other State contracting partners, including but not limited to, Turquoise Care Medicaid Managed Care Organizations (MCO) and other identified contractors, as from time-to-time, as may be identified by the State.

3.2 Administrative Services: The ASO shall provide, at a minimum, the following administrative services:

3.2.1 Vendor contracting and customer service; and management of Credentialing/ Recredentialing;

- 3.2.2 Payment of Claims, Encounters and Workbooks;
 - 3.2.3 Reporting on activities and data including, but not limited to, program integrity functions and quality improvement; and,
 - 3.2.4 Fund management.
- 3.3 When the HCA or a Member Agency initiates an amendment or other contract action related to funding changes, scope changes, or onboarding of additional Member Agency functions, the ASO shall prepare and provide a signature-ready amendment support package within 10 business days (unless negotiated otherwise). The package shall include, at minimum: (a) a concise cover memorandum for signatories describing the purpose of the amendment, the operational impact, and the fiscal impact; (b) updated fund pool/budget tables; and (c) any associated revised exhibits (including any Member Agency SOW/Budget Templates described in this SOW).
- 3.3.1 The ASO shall maintain sufficient qualified staff to fulfill the requirements of this Agreement.
 - 3.3.2 On request, the ASO shall submit to the HCA the names, resumes and contact information of all key staff which shall include, but is not limited to: ASO's executive lead and ASO's contract manager(s) (if other than ASO's executive lead). The ASO shall notify the HCA within fifteen (15) calendar days when changes to key staff occur or are anticipated and when there are significant changes in staffing;
 - 3.3.3 The HCA reserves the right to reasonably require the ASO to make changes to staff assigned to interact with HCA, subject to applicable federal and state laws, rules, and regulations and to reasonable employment policies as uniformly applied to the ASO's staff with thirty (30) calendar-days written notice; and The ASO shall not employ or subcontract with individuals excluded from participating in federal healthcare programs.
 - 3.3.4 Client Registration: The ASO shall have an automated system in place to ensure that Vendors can register Clients eligible for services with the ASO. The system must be able to identify potential duplicate or multiple records for a single Client and resolve any report duplication such that the Client eligibility/ registration, service utilization, and Client interaction histories of the duplicate or multiple records are linked or merged; The ASO will provide the HCA with access to a Medicaid enrollment check function to facilitate verification that Clients are not eligible for Medicaid services as the result of being enrolled in Medicaid in accordance with funding rules in place at the time services are provided.
 - 3.3.5 Eligibility for services will be based on submission, by Vendor, of accurate Client registration for services that meets funding rules in place at the time services are requested and provided.

- 3.3.6 The ASO will monitor funds available in the various Budget Group or Fund Pools to ensure spending is in accordance with eligibility rules provided by Member Agencies and that such funding is not overspent. The ASO shall issue reports to Member Agencies so that their respective funds can be monitored on a periodic and ongoing basis.
- 3.3.7 The ASO shall track any funds received/held for a Member Agency that are not yet assigned to a defined fund pool, budget group, service category, Vendor allocation, or other payment purpose (“Unallocated Funds”). Within 5 business days of identifying Unallocated Funds, the ASO shall notify the Member Agency and the HCA ASO Manager in writing and request allocation instructions. Until allocation instructions are received, the ASO shall issue written reminder notices every 5 business days (e.g., day 5, 10, 15, 20, 25, and 30). If allocation instructions are not received within 30 calendar days of the initial notice, the ASO shall escalate the issue to the HCA ASO Manager and provide a short summary of the funding amount, date received, reminder history, and recommended resolution options consistent with the HCA’s direction.
- 3.3.8 When funding is no longer available in a particular Budget Group or Fund Pool, the ASO shall suspend Vendors’ ability to submit Claims, Encounters, or Workbooks against that Budget Group or Fund Pool; pending any Claims, Invoices, Encounters, or Workbooks that have been received but not processed; and immediately notify the appropriate Member Agency. The Member Agency shall be responsible for the reallocation of existing funds across Budget Groups or Fund Pools or providing additional funds as appropriate and/or available.
- 3.3.9 The ASO fund management policies, agreed to by the HCA, will describe a process of general fund management by which the HCA can reallocate Fund Pools. The ASO shall facilitate the allocation and reallocation of funds as necessary throughout the fiscal year based on direction from member agencies.

3.4 Emergency Response Services:

- 3.4.1 In cases of emergency or natural disaster, the HCA may call upon the ASO to provide Client and Vendor data on the affected areas of service. In such instances, the ASO must be prepared to provide available Client and Vendor data to the HCA.
- 3.4.2 In cases of emergency or natural disaster, at the HCA's or Member Agencies' direction, ASO shall direct funding to specified Vendors at funding levels directed and provided by the Member Agencies; and,
- 3.4.3 In cases of unexpected system unavailability reasonably anticipated to last more than seven (7) days, at the HCA's or Member Agencies' direction, ASO will make available to Vendors alternative registration, billing, and payment processes.

4. Coordination with the HCA

4.1 The ASO shall:

- 4.1.1 Participate in BH system meetings, Vendor meetings, meetings with the HCA ASO Manager, meetings with the Member Agencies, or other meetings as agreed to by the ASO and the HCA;
- 4.1.2 Analyze and report existing data on the ASO's service platform to assist the HCA regarding any proposed material change to the HCA's BH services. Any material changes will be in the sole direction of the HCA;
- 4.1.3 Work with the HCA to develop a framework for the appropriate sharing and dissemination of data and reports; to include lists of authorized recipients, identification of personnel authorized to modify such lists, and rules governing requests for sharing and dissemination outside of specified paths. Such framework shall be in addition to any requests received pursuant to a court order, subpoena, by a law enforcement agency, or as may be otherwise required by applicable law. To the extent possible, the ASO will notify the HCA prior to providing any data or reports to any person or entity other than the HCA or as required by the established framework when those records have been requested pursuant to a court order, subpoena, law enforcement agency or other entity. If prior notification in such circumstances is not possible, ASO will notify the HCA at its earliest reasonable opportunity.
- 4.1.4 Work with the HCA to develop a set of policies and procedures for onboarding of new member agencies or divisions into ASO systems and services. The ASO and the HCA agree to make best efforts to complete and deliver these policies and procedures no later than January 1, 2024. Such policies and procedures will include training and informational materials to assist new member agencies and divisions with integrating smoothly into the ASO's service platform.
- 4.1.5 The ASO shall develop, maintain, and use (subject to the HCA's written approval) a standard Member Agency Statement of Work (SOW) and Budget Template for any Member Agency that routes funds through the ASO for services administered, monitored, or paid through the ASO. At a minimum, the template shall include: (a) scope and service category; (b) defined deliverables and acceptance criteria; (c) deliverable due dates or performance period; (d) required reporting; (e) responsible parties; (f) funding source(s); and (g) a line-item budget that ties each budget line to one or more deliverables. The ASO shall provide technical assistance to Member Agencies to complete the template and, upon the HCA's direction, shall track adoption and exception requests.
- 4.1.6 Attend and participate in BHPC meetings and, with prior HCA approval, provide the BHPC available data on behavioral health services as requested by the BHPC.

- 4.1.7 Participate in meetings with the HCA Executive Team as necessary and subject to availability to discuss Behavioral Health system improvement and project specific ideas and issues.
- 4.1.8 Provide the HCA Executive Team with technical assistance and management reports.
- 4.1.9 Participate in financial strategic planning meetings.
- 4.1.10 Participate in individual meetings, phone calls, presentations and webinars, as agreed by both parties and at the coordination of the ASO and the HCA ASO Manager.
- 4.1.11 Support the HCA's quality improvement efforts through delivery of data and development of reporting mechanisms.
- 4.1.12 Provide any available data and interpretations to support special projects or initiatives of the HCA, including quality improvement plans for the Vendor Network.

5. Limitations on ASO Responsibilities

- 5.1 Notwithstanding any other provision of this SOW and to encourage efficiency and productivity by all Parties, the ASO's obligations are limited as follows:
 - 5.1.1 Reporting: To the extent specific requirements for reporting of data or development of systems, procedures, and protocols are not explicitly identified and described in this SOW, in a mutually agreeable schedule, or as otherwise agreed to by the Parties, the ASO shall have discretion to develop such reports, systems, procedures, and protocols according to its own interpretation of this SOW. Additionally, the ASO's obligations as described in this Agreement related to reporting are dependent on the availability of data in the ASO's service platform which is routinely obtained and stored during and through normal business operations, as well as the reporting functionality and capability of the service platform, contemplated and provided for under this Agreement.
 - 5.1.2 Training to HCA: To ensure effective access to and use of the ASO's service platform, ASO will offer training to designated HCA personnel through regular webinars. The ASO will provide individualized training to the HCA ASO Manager and other Member Agency representative or designees as agreed upon by both Parties.
 - 5.1.3 Training to Vendors: The ASO will be responsive to the training needs of Vendors. Vendor training will be offered by ASO to Vendors on a schedule and in a format determined by ASO. A Member Agency may request training for a specific Vendor and the Member Agency and ASO will jointly determine the appropriate training for such Vendor.
 - 5.1.4 Presentations: The ASO will offer presentations of data gathered through the ASO's service platform to audiences agreed upon by the HCA in a frequency agreed to by the Parties.

- 5.1.5 Meetings: The ASO will meet its obligations to participate in, and support meetings as described in this Agreement, taking into consideration the availability of ASO staff and the general priorities and deadlines associated with its obligations under this Agreement. In the event of conflicts related to meetings or issues with ASO staff availability for meeting participation, the ASO contract manager and the HCA ASO Manager will coordinate to prioritize meeting requests. The HCA ASO Manager will be kept informed of requests for meetings issued to the ASO by representative of the HCA or a Member Agency.

6. Vendor Network Services and Support

6.1 The ASO shall:

- 6.1.1 Use good faith and best efforts to enter into Vendor Agreements with Vendors approved by Member Agencies.
- 6.1.2 Maintain a process for establishing, maintaining, adding and removing Vendors in the Vendor Network. The process shall include an expanded Vendor registration process to facilitate data collection for federal reporting.
- 6.1.3 Design and implement data collection and data analysis for the HCA to oversee and maintain a Vendor Network; and provide available data and data analysis to assist the HCA in consideration of Client characteristics, gaps in services, and rural or frontier characteristics.
- 6.1.4 Maintain demographic and billing-related data about the Vendor Network in accordance with HCA directives.
- 6.1.5 Upon becoming aware of any unanticipated changes to the composition of the Vendor Network that may have a material effect on Clients, the HCA or the ASO shall notify one another. The ASO will make reasonable efforts to implement changes as directed within five (5) Business Days whenever reasonably possible.
- 6.1.6 The ASO shall not discriminate and/or retaliate against Vendors who file Grievances or Disputes.

6.2 Approval of Communications (“Provider Alerts”).

- 6.2.1 Any Provider Alert from any Agency that is to be routed to all providers must be submitted by the communicating agency to the HCA for approval.
- 6.2.2 The ASO may transmit Provider Alerts regarding routine ASO business as necessary to carry out its operations without HCA approval; but shall not transmit any communications intended for clients or Vendor patients without written approval of the HCA ASO Manager.

- 6.3 The ASO shall have a tool related to the Credentialing/Recredentialing of Vendors that permits collection and reporting of the following information:

- 6.3.1 Vendors who are credentialed with a New Mexico Medicaid MCO as of July 1, 2024, will have their status deemed as credentialed. The ASO will provide a mechanism for Vendors to attest to their and their staff's credentialed status on a periodic basis or as changes occur, whichever comes first;
- 6.3.2 For Vendors where specific credentialing rules do not exist, the HCA will determine the criteria such Vendors must meet to participate in the Network and ASO will provide a mechanism by which Vendors can submit documentation of those credentials. The ASO will provide a mechanism for Vendors to upload documentation of licensure or certification and to attest to meeting the HCA's criteria on an annual basis or as changes occur, whichever comes first;
- 6.3.3 For independent practitioners participating in the Vendor Network, the HCA shall identify the types of practitioners who shall be credentialed. This shall include, at a minimum, all psychiatrists and other licensed independent practitioners;
- 6.3.4 Current Vendor Credentialing/Rec credentialing must be verified and documented within sixty (60) days from receipt by ASO of a completed Agreement between the ASO and the Vendor; The ASO shall ensure that Credentialing/Rec credentialing verification requirements and processes are streamlined and enable Vendors to move across agencies and settings without unnecessary restrictions, once credentialed; and
- 6.3.5 As part of the Credentialing/Rec credentialing verification and documentation process, the ASO must ensure that the Vendor is not on the U.S. Department of Health's Office of Inspector General's List of Excluded Individuals and Entities (LEIE). The ASO shall not contract with Excluded Individuals and Entities.

7. Provider Relationships, Agreements, and Monitoring

- 7.1 Agreements: The ASO shall execute Vendor participation contracts with each Vendor in the Vendor Network as directed by the HCA using an HCA-approved Vendor contract agreed to by the Parties. Any changes to the contracts must receive prior approval from the HCA. Such contracts shall include the following requirements:
 - 7.1.1 Vendors shall meet Credentialing/Rec credentialing rules as defined by the HCA and shall comply with the ASO's Credentialing/ Rec credentialing requirements.
 - 7.1.2 Vendors provide services to Clients in accordance with their Scope(s) of Work and/or reimbursable services, as designated by the Member Agency, which are to be included or incorporated by reference in each Vendor contract.
 - 7.1.3 Appointments for routine, urgent and crisis services shall be made available to clients in reasonable timeframes.

- 7.1.4 Vendors' medical records and case file documentation shall meet all applicable state and federal statutes, rules and regulations and national certification standards and shall be made available to the HCA upon request.
- 7.1.5 Vendors shall adhere to reporting requirements including but not limited to requirements for federal and grant- specific data, critical incident, and other information required by this Agreement.
- 7.1.6 Vendors shall adhere to all requirements regarding Fraud and abuse, including potential Fraud or abuse and cooperation with any State or federal investigation.
- 7.1.7 Vendors shall adhere to all requirements regarding third-party liability requirements.
- 7.1.8 Vendors shall agree that non-compliance with their contracts with the ASO may result in the issuance of a corrective action plan or contract termination.
- 7.1.9 Vendors shall ensure that services are provided consistent with the terms of this Agreement.
- 7.1.10 Vendors shall adhere to all relevant federal and state statutes and regulations, as well as other rules set forth in this Agreement.
- 7.1.11 Vendors shall maintain all records relating to services provided to consumers for a ten (10) year period or as otherwise required by applicable law.
- 7.1.12 Vendors shall permit the HCA or any other federal or state regulatory agency to examine all medical, personnel, and/or financial records for a period of ten (10) years, after the term of Vendor contract; and
- 7.1.13 Vendor facilities shall comply with applicable provisions of the American with Disabilities Act, 42 U.S.C. 12101 et seq., and its regulations, including, but not limited to, entrances, restrooms, business offices, therapy locations, and all service delivery sites.
- 7.1.14 Vendors shall have TTY services and/or are accessible through 711 telecommunication systems.
- 7.2 Provisions allowing the ASO to amend the provider participation agreements, as necessary.

8. Management

- 8.1 The ASO shall share individual executed Vendor contracts with the HCA and/or Member Agencies upon request;
- 8.2 The ASO shall rely on the HCA or Member Agencies for Scopes of Work and Fee Schedules for each Vendor, as well as any updates to such as determined appropriate by the HCA, and shall provide these Scopes of Work to Vendors when the ASO receives them from the Member Agencies;

- 8.3 The ASO will comply with all HCA directives regarding the development of the Vendor Network. The ASO:
- 8.3.1 Shall, if the HCA or a Member Agency identifies a provider with whom the ASO is unable to contract for any reason, inform the HCA that contracting is impossible.
 - 8.3.2 Shall not employ or subcontract with any Vendor excluded from participation.
 - 8.3.3 The ASO shall report to the HCA monthly any Vendor issue that comes to the attention of the ASO.
 - 8.3.4 The ASO shall not make any material retroactive or proactive changes to Vendor Agreements, unless directed to do so by the HCA. Directives of retroactive or proactive changes to the Fee Schedules, Encounters, Workbooks, or Scopes of Work (SOW's), shall be the responsibility of HCA Member Agencies; and,
 - 8.3.5 During the term of this Agreement, the ASO shall allow Vendors the following timeframes, unless otherwise directed by member agencies, to submit Claims, Encounters, and Workbooks:
 - 8.3.5.1 Until midnight on the last day of the month following the month of service.
 - 8.3.5.2 Thirty (30) days from the date a correction is required to submit the corrections.
 - 8.3.6 The ASO shall enforce Vendor agreements at the direction of the HCA and its Member Agencies for any identified non-compliance. The ASO's responsibility for enforcement shall be limited to communication of non-compliance matters to the Vendor; removal of the Vendor from the network or termination of Contracts in the ASO's discretion or at the HCA's direction; and recoupment of payments as required by the HCA.
 - 8.3.7 The ASO shall develop a "provider scorecard" to be used in aiding the HCA in understanding and reviewing agreed- upon performance measurement metrics for the Vendor Network.

9. Billing and Payment Management

- 9.1 The ASO shall develop, institute, operate, and maintain business and technology processes for accepting and processing Claims, Encounters, and Workbooks on behalf of the HCA.
- 9.2 The ASO shall pay ninety percent (90%) of all Clean Claims and approved Invoices within thirty (30) days of date of the receipt of the Clean Claim or approval of the Invoice and shall pay ninety-nine percent (99%) of all such Clean Claims and approved Invoices within ninety (90) days of receipt.

- 9.3 The ASO shall pay interest at a rate of 1.5% per month for the Clean Claims and approved Invoices not paid within thirty (30) days, except for those Invoices or Clean Claims the HCA directs in writing not be paid.
- 9.4 The ASO shall not deny payment of any approved Invoice, unless the Invoice was identified as incorrectly approved during the ASO review process. If the ASO finds an incorrectly approved Invoice, the appropriate party whether Member Agency or Vendor will be notified that a correction is required.
- 9.5 The ASO shall withhold payment only at the written direction of the HCA or a Member Agency, or if the HCA has failed to make adequate funds available for the ASO to make approved payments.
- 9.6 If a Claim or Invoice is partially or totally rejected on the basis that the Vendor did not submit all required information or documentation with the Claim or Invoice, the ASO shall provide the Vendor electronic notice through its service platform, which shall specifically identify all such information and documentation the submission was lacking. Resubmission of a Claim, Encounter, or Workbooks with further information and/or documentation shall constitute a new submission for purposes of establishing the timeframe for processing if such resubmission occurs within allowed timeframes.

10. Payment Advice

- 10.1 The ASO shall design and implement business and technical processes to provide Claims remittance advice to Vendors.
- 10.2 The ASO remittance advice shall contain appropriate explanatory remarks related to payment or denial of the Claim, including but not limited to, third- party liability data (e.g., carrier information, if available).
- 10.3 The ASO shall provide details through its service platform, the electronic funds transfer (EFT) process, or manual payment process, as applicable, to Vendors for payment details related to submitted Vendor Invoices.
- 10.4 The ASO shall develop a mechanism to allow the HCA or Member Agencies to provide input and/or direction on Vendor payments.

11. Processing of Payment Errors

- 11.1 The ASO shall not employ off-system or gross adjustments when processing corrections to payment errors, unless it requests and receives prior written authorization from the HCA. However, all changes must be documented and reflected in the ASO's service platform; and,
- 11.1.1 Payment Cycle: At a minimum, the ASO shall run Vendor payment cycles every two weeks.

12. Billing payment accuracy audit procedures

- 12.1 The ASO shall design and implement the business and technical processes and provide reports based on available data, including creating reports on data upload fail rates; and shall allow authorized users of the HCA access to such Claims submission analysis reports.
 - 12.1.1 The ASO shall ensure Vendors retain all underlying records supporting payment (including service logs, encounter-level records, or deliverable acceptance evidence) for a time period agreed upon by the Parties or as otherwise required by applicable law, funding source requirements, or HCA direction, and that such records are available for inspection, audit, and monitoring by the HCA, Member Agencies, and other authorized entities.
 - 12.1.1.1 The ASO shall maintain an electronic audit trail for each payment request, including submission data, required documentation, communications, approvals/denials, exception reasons (if any), and payment issuance details, and shall provide the HCA and Member Agencies with the ability to export records and supporting documentation in a usable format upon request.
 - 12.1.2 The reports shall be based on data collected through the ASO's service platform. The report shall be designed and monitored by the ASO staff; and,
 - 12.1.3 The reports shall reflect all Claims submissions each quarter.
- 12.2 The ASO shall design a mechanism for Claims testing. The minimum attributes to be tested for each Claim selected (not all attributes apply to each Claim that is selected for testing) shall include:
 - 12.2.1 Claim data correctly entered into the Claims processing system;
 - 12.2.2 Claim/Encounter/Workbook associated with the correct Vendor;
 - 12.2.3 Determination that allowed payment amount agrees with Fee Schedule(s) provided by the HCA;
 - 12.2.4 Duplicate payment of the same Claim/Encounter has not occurred;
 - 12.2.5 Rejection reason applied appropriately;
 - 12.2.6 Effect of modifier codes correctly applied;
 - 12.2.7 Proper service/procedure is coded;
 - 12.2.8 The Vendor's credentials are appropriate for service rendered;
 - 12.2.9 Monitoring the timely submission and Member Agency approval of vendor Invoices; and
 - 12.2.10 Dollar amount entered in ASO's service platform matches submitted Workbook.

12.3 The ASO shall design and implement business and technical processes to track the population of Claims being used in these Claims tests. Additionally, the results should be documented to include:

12.3.1 Results for each attribute tested for each Claim selected;

12.3.2 Amount of overpayment or underpayment for Claims processed paid in error;

12.3.3 Explanation of the erroneous processing for each Claim processed or paid in error;

12.3.4 Determination if the error is the result of keying errors or the result of errors in the configuration or table maintenance of the Claims processing system;

12.3.5 Claims processed or paid in error have been corrected; and,

12.3.6 Disputes and Grievances - occurrences, reasons, and resolutions.

13. Performance Expectations and Enhanced Service Requirements

13.1 Partnership Approach: The ASO shall act as a collaborative partner to the HCA, Member Agencies, and the Vendor Network, providing technical assistance, guidance, and expertise to support efficient operations and effective service delivery.

13.2 Reporting and Transparency:

13.2.1 The ASO shall generate timely and actionable reports and maintain dashboards, automated alerts, and real-time monitoring as part of its responsibilities.

13.2.2 Reporting shall support decision-making for the HCA and Member Agencies, including funding, claims, and service utilization monitoring, while leveraging existing system capabilities.

13.3 Training and Onboarding:

13.3.1 The ASO shall provide onboarding demonstrations, training, and ongoing support for HCA staff and Vendors.

13.3.2 Training shall include use of the ASO service platform, submission processes, reporting access, and other relevant functions, with refresher or update sessions as necessary.

13.4 System Capabilities and Technology:

13.4.1 The ASO shall employ technology to maximize efficiency, accuracy, and security.

13.4.2 Automated features, including electronic claims processing, EFT mechanisms, and interoperability with HCA and State systems, shall be maintained and enhanced as needed.

13.5 Continuous Improvement and Vendor Support:

- 13.5.1 The ASO shall establish processes for addressing Vendor inquiries, disputes, and grievances.
- 13.5.2 The ASO shall monitor and evaluate system performance and administrative processes, providing recommendations and implementing improvements in collaboration with the HCA.
- 13.6 Performance Metrics and Accountability:
 - 13.6.1 The ASO shall define and track measurable performance indicators, including timeliness and accuracy of payments, claims processing, reporting, training delivery, and other operational metrics.
 - 13.6.2 Performance results shall be reported to the HCA at agreed intervals.

14. VENDOR CONCERNS

- 14.1 The ASO shall develop processes designed to address Vendor concerns and questions. In developing these processes, the ASO shall include:
 - 14.1.1 A way for Vendors to Dispute a payment or denial. Any Disputes concerning payments or denials will be handled through the support help desk process administered by the ASO. A Vendor will have ninety (90) calendar days from the date of the initial payment or denial to Dispute a payment decision. The ASO will review a Claim or Invoice payment when requested by a Vendor who has filed a Dispute. Technical assistance will be available to Vendors, when requested, for direction in successfully submitting Claims. ASO will escalate Disputes it is unable to resolve, and any Vendor appeal of a decision the ASO has issued related to a Dispute, to the appropriate Member Agency for resolution.
 - 14.1.2 In conjunction with the HCA, the ASO shall post a notification on ASO's service platform advising Vendors that the State's Medicaid Fair Hearing process is not available for consumers.
 - 14.1.3 The ASO shall report to the HCA a summary of all Disputes to the HCA within thirty (30) Business Days of receipt; and
 - 14.1.4 The ASO shall establish a process for Vendors to register Grievances. ASO will resolve Grievances under its purview.
 - 14.1.5 ASO will escalate appealed Grievances to the appropriate Member Agency for resolution.
 - 14.1.6 Grievances not under the purview of ASO will be directed to the HCA. The HCA will acknowledge the Grievance, conduct an appropriate investigation, respond to the complainant, and advise the ASO of the results of the investigation and provide direction to the ASO as applicable.

15. INFORMATION SYSTEMS

15.1 Documentation Requirements:

15.1.1 The ASO shall ensure that written system process and procedure manuals document and describe all manual and automated system procedures for its information management processes and information systems.

15.1.2 The ASO's system user manuals shall contain information about, and instructions for, using the system and accessing applicable system data.

15.1.3 The ASO will ensure that it has the capability of developing and producing reports that are responsive to HCA needs and requests including: program management, policymaking, quality improvement, program evaluation, analysis of fund sources and uses, funding decisions and assessment of compliance with federal and state statutes, regulations, and rules.

15.1.4 The ASO shall support a mechanism that is mutually agreed upon by the Parties for obtaining service and expenditure reports by funding source, Vendor and/or Client as directed by HCA Member Agencies.

15.1.5 The ASO shall provide ad hoc reporting as agreed by both parties to authorized users of the HCA and Member Agencies. Such reporting may include program and fiscal information regarding Clients served, services rendered, and other elements as agreed to by the Parties. Dissemination of and access to such reporting shall be defined and controlled by the HCA.

15.1.6 ASO shall provide training to a designated staff person in each Member Agency who will be responsible for any additional training within his or her agency in accessing the data.

15.1.7 The ASO shall provide documentation of this process to the HCA.

15.2 The ASO shall supply Vendors with data needed including, but not limited to:

15.2.1 Claims status and reconciliation;

15.2.2 Services used;

15.2.3 Client registration detail;

15.2.4 Vendor's registration file;

15.2.5 Payment status;

15.2.6 Link to NM Medicaid Portal to check Medicaid enrollment;

15.2.7 Remittance advice availability;

15.2.8 Real time burn rates for Vendor allocations;

15.2.9 Claim submission/billing manuals and other Vendor guidance; and

15.2.10 Fee Schedules, if/as appropriate.

16. Information Sharing

16.1 The ASO shall develop appropriate and necessary information sharing mechanisms which shall ensure accessibility and compliance with applicable privacy rules and regulations. Such mechanisms shall include password-protected login to ASO's secure systems for authorized users; secure delivery of dashboards through Power BI or similar tools; and secure data feeds through an SFTP or similar secure mechanism where appropriate.

16.2 The ASO shall provide a website for dispersing information to Vendors. Such information shall include, but is not limited to:

16.2.1 Answers to frequently asked questions ("FAQs") by Vendors; and,

16.2.2 Contact information for the ASO and the HCA and a link to the HCA's website.

16.3 The website shall comply with the Health Insurance Portability and Accountability Act of 1996, and its regulations ("HIPAA") and other federal and state privacy and confidentiality statutes, rules and regulations;

16.4 The ASO shall provide a Vendor registration information file to the HCA Member Agencies for updating their Vendor resource directories, upon request.

17. CLAIMS MANAGEMENT SYSTEM CAPABILITIES

17.1 The ASO shall maintain business and technical processes including Electronic Claims Management (ECM) capability that can accept, and process Claims electronically. The ECM capability shall function in accordance with information exchange and data management requirements specified in this Agreement.

17.2 As part of the ECM function, the ASO shall provide on-line real time reports for Vendors to obtain Claims processing status information. In case of problems or issues, the ASO shall ensure responsive help desk email support is provided. Help Desk response will occur within two (2) Business Days. In the event a Vendor requests assistance to occur via telephone, ASO will arrange to provide such assistance. Where requested, telephone assistance will also be provided within two (2) Business Days.

17.3 The ASO shall design and implement business and technical processes to support an Automated Clearing House (ACH) mechanism. The ASO is not responsible for any costs charged to Vendors by their own clearing house relationships; and,

- 17.4 The ASO shall design and implement business and technical processes that require Vendors to receive EFT payments, except in those cases where EFT payments are not allowed (i.e., County governments).
- 17.5 The ASO payment processes shall include:
- 17.5.1 A service array defined by the HCA Member Agencies;
 - 17.5.2 A mechanism for receipt of the Vendor Invoices with the ability to allow Member Agencies to approve the payment of Invoices;
 - 17.5.3 A mechanism designed to operate and maintain transparency in the billing submission, review and payment process; and
 - 17.5.4 A mechanism for payment, as appropriate, for services billed on Claims and Invoices.
- 17.6 The ASO will maintain a services management system facilitating submission of and payment for Claims, Encounters, and Workbooks. This functionality and the resulting records should include the following features:
- 17.6.1 Unique identification of the Vendor of the service;
 - 17.6.2 Unique identification of the Client receiving the service (where supported);
 - 17.6.3 Date of receipt - the date the ASO receives the Claim or approved invoice as indicated by a date-stamp;
 - 17.6.4 Timely and accurate history of actions taken on each Vendor Claim;
 - 17.6.5 Date of payment: the date of issue of the check or other form of payment; and,
 - 17.6.6 Tracking of individual services by fund source and/or program, and other data elements as required in this Agreement. This functionality and the resulting records shall be performed by and stored on ASO's service platform.

18. CLAIMS/INVOICES PROCESSING METHODOLOGY REQUIREMENTS

- 18.1 CLAIMS: The ASO shall use the Claims system(s) in the ASO Service Platform for Claims processing and management to perform the following
- 18.2 Coding validation: Verify that Claims were submitted with valid procedure, diagnosis, revenue, Vendor and other standardized service codes.
- 18.3 Consumer eligibility: Verify the consumer is eligible for the service given consumer age, sex and other characteristics as established by the Member Agency.

- 18.4 Billing validation: Verify the service is valid in accordance with billing rule as established by the Member Agency (e.g., can only be billed once per month).
- 18.5 Duplicate Claims: the system shall flag a Claim as duplicate if resubmitted after being accepted.
- 18.6 Service: the system shall verify that a service is approved by the HCA Member Agencies and is eligible for payment according to the applicable fee schedule or other Member Agency method of reimbursement.
- 18.7 Vendor validation: the system shall accept only those Claims received from a Vendor eligible and credentialed, where appropriate, to render services for which the Claim was submitted.
- 18.8 Date validation: the system shall ensure that dates of service are valid dates, e.g., not in the future or outside of a Client's eligibility or the effective dates of the Vendor's participation contract.
- 18.9 Invoices shall be generated on the first of every month or as agreed upon by the Member Agency and the ASO.

19. Workbooks and Encounters

- 19.1 The ASO shall use the Encounters and Workbook submission processes in ASO Service Platform for receiving, managing, and paying for services captured by Vendors who use the HCA Member Agency developed Encounter or Workbook formats:
- 19.1.1 The ASO shall require that a Vendor's request for payment (including Claims, Invoices, Encounters, and Workbooks) be supported by documentation sufficient to demonstrate that services or deliverables were performed and are payable under the applicable Vendor agreement, scope of work, and fee schedule. A Vendor attestation or "checkbox" confirmation alone shall not be sufficient documentation to support payment.
- 19.1.2 The ASO shall develop and maintain, subject to written approval by the HCA (and/or the applicable Member Agency), a documentation matrix that defines the minimum required supporting documentation by service type and payment type (e.g., encounter-based services, deliverables/milestone payments, per-member/per-month arrangements). The documentation matrix shall be designed to meet program integrity and audit needs while minimizing administrative burden by allowing, where appropriate: (a) standardized templates; (b) de-identified or minimum-necessary documentation; and/or (c) structured data entry within the platform in lieu of document uploads, provided the required elements are captured and retained.
- 19.1.2.1 The Offeror shall, as part of its proposal response, submit one or more sample documentation matrices that demonstrate how the Offeror would define and operationalize

minimum required supporting documentation by payment type and/or service category (including any proposed documentation burden controls, exception process, and audit trail/records retention approach) for payment requests processed through the ASO platform.

19.1.3 The ASO shall configure its service platform so that payment requests cannot be submitted, routed to a Member Agency for approval, or marked “ready for approval” unless all required fields and required supporting documentation (as defined in the HCA/Member Agency-approved documentation matrix) are provided. ASO shall ensure the platform clearly displays what is required and why a submission is incomplete and provides a mechanism for Vendors to correct and resubmit without restarting the process.

19.1.4 The ASO shall provide the mechanism by which Vendors upload Member Agency approved Workbook templates or enter approved Encounters;

19.1.5 The ASO shall process uploaded Workbooks and submitted Encounters into its service platform so that they are reviewable by Member Agencies;

19.1.6 The ASO shall provide the mechanism for Member Agencies to review, download, approve, require corrections to, or deny Vendor submitted Workbooks and Encounters.

19.1.6.1 The ASO shall provide a standardized, configurable review checklist within the service platform for Member Agency approvers. At a minimum, the checklist shall require the approver to affirm (via required selections) that: (a) required supporting documentation is present and was reviewed; (b) the payment request aligns with the applicable scope of work/deliverable/units and fee schedule; and (c) the request is reasonable and payable. ASO shall require the approver to select a disposition (approve, deny, or request additional information) and shall capture the approver’s selection, date/time stamp, and user ID in an audit trail.

19.1.6.2 The ASO shall configure the platform to prevent an approval action if required documentation is missing, unless the approver selects an HCA-approved exception reason and the exception is recorded and reportable.

19.1.7 The ASO shall provide the mechanism for Vendors to make corrections to submitted Workbooks and Encounters;

19.1.8 The ASO shall provide the mechanism for Vendors, Member Agencies and the ASO to communicate electronically on the status of a Vendor Invoice inside the ASO’s service platform; and,

19.1.9 The ASO shall require the following from Vendors for Encounter and or Workbook submission:

19.1.9.1 Register with ASO’s service platform and complete the required training;

- 19.1.9.2 Submit Workbooks for specified services only in the Workbook format provided by the Member Agency;
- 19.1.9.3 Submit Encounter and Workbooks within the timeframes specified by the Member Agencies;
- 19.1.9.4 Upload Workbooks as well as any required supporting documentation to the ASO's service platform;
- 19.1.9.5 Submit Encounters and Workbooks that are compliant with Member Agency data integrity requirements, pursuant to the training and instruction provided to each Vendor; and,
- 19.1.9.6 Any Encounters or Workbooks received by the ASO out of compliance with these requirements are subject to rejection by the Member Agency or may require corrections. This will result in either a denial or delay in processing payments until such time as the reasons for needed corrections are rectified.

20. Reporting Requirements

- 20.1 The ASO shall provide the HCA with specified and agreed-upon reports relevant to the HCA's management, policymaking, and decision-making functions. As defined in this Agreement, the Parties shall cooperatively develop the purpose and content of reports that may include report name; report specifications; frequency; priority; level of analysis; submission dates; and state and/or federally mandated areas of responsibility. In submitting reports, the ASO shall:
 - 20.1.1 Verify the accuracy and completeness of the data and other information in all reports, subject to accuracy and completeness of data submitted by Vendors;
 - 20.1.2 Ensure delivery of reports and other required data on or before scheduled due dates;
 - 20.1.3 The ASO and the HCA will jointly determine which reports are available on demand and which are delivered at agreed upon intervals for presentation and discussion;
 - 20.1.4 Present findings to various stakeholders; and,
 - 20.1.5 Notify the HCA regarding any significant changes in its ability to collect information relative to required data or reports.
- 20.2 As applicable, the ASO shall analyze the reports for any early patterns of change, identified trend, or outlier (such as a catastrophic case) as well as an analysis and interpretation of the findings. Analysis generally includes the identification of change(s), the potential reasons for change(s) and the recommended action(s).
- 20.3 The ASO will offer statistical analysis related to projects as agreed upon by the parties.

- 20.4 The ASO shall present at stakeholder meetings as agreed by both parties.
- 20.5 The ASO shall develop and provide real time access to the Claims and Invoices burn rate report(s). The burn rate report(s) is/are specified by the HCA. The design and detail of this report(s) will be agreed upon by both parties.
- 20.5.1.1.1 The ASO shall provide the HCA and participating Member Agencies with a cash flow forecast by funding source and fund pool, updated at least monthly, identifying projected obligations, burn rate, and projected timing of payments. The ASO shall recommend an advance funding amount sufficient to support timely payments (including consideration of an early-year transfer approach, such as an initial percentage of annual planned funding).
- 20.5.1.1.2 The ASO shall provide early warning notifications on a rolling basis when it identifies a material risk of insufficient funding and shall notify the HCA and impacted Member Agencies in writing as soon as practicable, and no later than 5 business days after the ASO becomes aware (or reasonably should have become aware) that forecasted funding availability is projected to be insufficient to meet the timeliness standards in this Scope of Work. This requirement governs the ASO's notification timeline only and does not constrain the HCA's or Member Agencies' response timeline.
- 20.5.1.2 The ASO shall maintain a spend-down dashboard by Member Agency, funding source, and/or fund pool that includes, at minimum: (a) beginning-of-year balance (or beginning balance at time of transfer); (b) transfers in/out; (c) allocated vs. unallocated balances; (d) encumbrances (when applicable/available); (e) expenditures paid-to-date; (f) remaining balance; (g) burn rate; and (h) funds not yet spent, including projected spend-through-end-of-year and reversion risk indicators. The dashboard shall be updated at least weekly (and as needed as requested by the HCA).
- 20.5.1.2.1 The ASO shall facilitate a monthly expenditure review with the HCA and/or each participating Member Agency (as directed by the HCA) and shall provide a summary and action log that identifies trends, risks (including potential reversion), and agreed mitigation steps.
- 20.6 The ASO shall provide data available in its service platform, for specified state and federal requirements including, but not limited to: The Governor's Performance and Accountability Measures as they relate to behavioral health; maintenance of effort; set-asides; Treatment Episode Data Set (TEDS) reporting; Uniform Reporting System (URS) Basic and Developmental Tables, and required Block Grant or other grant applications report information, and the federal Department of Housing and Urban Development (HUD) requirements pursuant to 24 C.F.R. Part 576 and other Federal/State Grants awarded to state agencies for which payment is made through the ASO. The ASO and the HCA shall develop the reports for the previously mentioned purposes, specifically reports necessary to meet the

state and federal reporting requirements. Reports shall be developed in order of priority and by the dates determined by the HCA.

- 20.7 The ASO will develop and implement mechanisms to both share and receive data from the HCA Behavioral Health data warehouse. Priority will be given to the Treatment Episode Data Set (TEDS) federally mandated reporting requirements. The ASO is not responsible for any limitations with Member Agencies' ability to both share and receive data.
- 20.8 Providing Reports or Access to Generate Reports: Parties agree that the ASO will provide actual reports as described in this SOW or access to functionality of ASO's service platform for Member Agencies to generate such reports, as agreed to by both Parties, which could include standard, pre-configured reports or ad hoc reports.
- 20.9 Additional Data Examples: The data described in Exhibit D as it exists in ASO's service platform will be provided by the ASO, available through the ASO's service platform, produced by the ASO, or supplied to the data warehouse for access by Member Agencies depending on the best approach for sharing this data as determined by the Parties.
- 20.10 The ASO shall produce a monthly documentation compliance report that includes, at minimum: (a) number and percent of payment requests submitted without required documentation (blocked by the platform); (b) number and percent approved with an exception reason; (c) repeat offenders; and (d) trends by Vendor, Member Agency, funding source, and service type. ASO shall provide the report to the HCA ASO Manager and the impacted Member Agencies.
- 20.10.1 The ASO shall implement a post-payment review process, including risk-based sampling (criteria subject to HCA approval), to validate documentation sufficiency and identify patterns of noncompliance, and shall report findings and recommended corrective actions to the HCA.

21. Program Integrity

- 21.1 The ASO shall:
 - 21.1.1 To the best of its ability, identify data anomalies and patterns that suggest a more in-depth review, if such anomalies or patterns occur, and notify the appropriate Member Agency of any such occurrence.
 - 21.1.2 Provide access to data and reports for auditors and compliance monitoring by authorized Member Agency staff.
 - 21.1.3 Allow authorized HCA and Member Agency representatives access to data and reporting related to prevention and detection and allow transfer of information including anomalies or suspicious activities to the appropriate entities.

- 21.1.4 Take reasonable efforts to prevent potential program violations through implementation of the HCA service and eligibility rules, detecting potential program violations through data anomaly reports, and sharing potential and actual program anomalies with the HCA for further investigation.
- 21.1.5 Have specific controls for prevention and detection, such as Claim edits, prior and post-processing review of Claims; utilization management and QM/QA and other relevant provisions in the ASO's contracts with Vendors and other subcontractors.
- 21.1.6 Establish policies and procedures to facilitate the oversight of systems that monitor service utilization (including Claims, Invoices and Encounters) for anomalies and reporting of any findings to the HCA.
- 21.1.7 Cooperate with the HCA's or Member Agencies' investigation unit, law enforcement agency or other investigatory body, such as the Attorney General's Medicaid Fraud & Elder Abuse Division, the federal Drug Enforcement Administration, the Federal Bureau of Investigation, the New Mexico Taxation and Revenue Department, CYFD's Licensing and Certification Authority or HSD's Office of Inspector General.
- 21.1.8 The ASO shall make an initial report to the HCA within five (5) Business Days of any anomalies identified and any relevant supporting documentation.
- 21.1.9 The ASO shall have and implement policies and procedures for all ASO employees that shall include disciplinary action for employees who do not report Fraud and abuse to the ASO's executive team and/or destroy evidence related to a specific Fraud or abuse case or potential case.
- 21.1.10 The ASO shall provide access to reports that identify trends in Vendor billing practices to identify potential Fraud and abuse upon request by the HCA, to include:
 - 21.1.10.1 The number of anomalies of Vendor billing practices that warrant further review; and,
 - 21.1.10.2 For each incident that warrants further review, the: (i) name and ID number of the Vendor; (ii) source of the report; (iii) type of Vendor, when applicable; and (iv) approximate dollars involved.
 - 21.1.10.3 The ASO shall cooperate fully in any investigation by state or federal authorities as well as any subsequent legal or administrative action that may result from such investigation. The ASO and its subcontractors and Vendors shall, upon request, make available to state or federal authorities any and all administrative, financial and medical records relating to the delivery of items or services for which State monies were expended, unless otherwise provided by law. In addition, any such investigators shall be allowed to have access during normal business hours to the place of business and all records of the ASO and its subcontractors and Vendors, except under special circumstances when

afterhours access shall be allowed. Special circumstances shall be determined by relevant investigators on a case-by- case basis.

21.1.10.4 The ASO executive team shall ensure all compliance functions are fulfilled under this Agreement.

21.1.10.5 The ASO shall have an effective training and education program for the ASO's employees related to detection and prevention of waste, fraud and abuse.

22. Federal and State Data Initiatives

22.1 In the support of maintaining the HCA's Federal and State data initiatives currently supported by the ASO, the ASO shall provide business and technical support for specified programs. All requests for data access or other support will follow established procedures as agreed upon by the Parties. Support for these programs will include:

22.1.1 Federal and State data collection requirements to support the service provision, data analytics, and support services; and support for, including but not limited to, Consumer Satisfaction Survey, Treat First, CAT/CANS, GPRA, Critical Incident Reporting, Synar, Methadone Central Registry, CARA, and CareLink; federally (Consumer Satisfaction Survey, Opioid Central Registry, Synar, Health Homes, CARA, and ASURE); and Federal Data Support including specific mechanisms for TEDS, MHSIP, SYNAR, Methadone Central Registry, GPRA, and Health Homes. This list may be amended by mutual agreement of the parties.

23. HCA and Member Agency Data

23.1 Upon termination of this agreement, the ASO shall facilitate delivery of HCA or participating member agency data at the time of termination and shall facilitate transfer of that data to individuals or locations specified by authorized personnel. Such data shall be delivered in a generally recognized format mutually acceptable to the Parties. As part of such delivery, the ASO will provide the HCA with documentation of existing financial program and service data, including as appropriate a data dictionary or other information.

23.2 The ASO will maintain and operate its service platform pursuant to the terms of this Agreement.

23.3 The ASO will accommodate changes to its service platform to incorporate programmatic changes such as adding new services, changing Vendor payment rates, or changing data collected and reported, and will take all reasonable steps regarding such changes to avoid the necessity for manual processes or undue burden on Vendors or Clients.

23.4 ASO shall work with the HCA and/or Member Agencies to ensure transition to, integration with, and/or inter-operability of its service platform with the Medicaid management information system (MMIS) to the fullest extent possible, given the then-current technology

and architecture of its service platform and that of the then-current MMIS. At a minimum, the Parties will work to ensure that all HCA and Member Agency data is portable between the ASO's service platform and the MMIS. If additional costs are identified, then financial consideration will be negotiated between the Parties.

24. SECURITY and DISASTER RECOVERY

24.1 The ASO will deploy qualified personnel and provide appropriate software, hardware, communications and other equipment needed to maintain and support its service platform.

24.2 The ASO shall adhere to the HIPAA requirements described in 45CFR Part 164 Subparts A, C, D and E to safeguard and ensure privacy of applicable data in the ASO's possession or used by the ASO in the performance of the ASO contract.

24.3 The ASO will implement the maximum feasible safeguards reasonably needed to:

24.3.1 Ensure the security, confidentiality, and integrity of electronic personal data and personal information;

24.3.2 Implement proper administrative technical and physical controls to prevent unauthorized access to electronic personal data or personal information or any other HCA or Vendor data from any public or private network;

24.3.3 Implement proper administrative technical and physical controls to prevent unauthorized physical access to any IT resources involved in the ASO's performance of this contract; and,

24.3.4 Implement proper administrative technical and physical controls to prevent interception and manipulation of data during transmission to and from any servers.

24.4 The ASO will create and maintain a security design plan for its service platform that will meet the following requirements:

24.4.1 Will be based off the HITRUST guide for developing a security design plan;

24.4.2 Ensure that physical, technical and administrative controls are addressed in the security design plan and that all ASO systems and networks with access to HCA data are HITRUST certified as soon as practicable;

24.4.3 Review and update the security design plan(s) annually or when significant changes have been made; and,

24.4.4 The ASO will maintain a backup system that meets the following requirements:

24.4.4.1 Perform maintenance and ongoing operation of data backup systems that provide a recovery point objective approved by the HCA no less than two (2) hours;

- 24.4.4.2 Perform maintenance and ongoing operation of data backup system with the ability to provide recovery time objective approved by the HCA no less than four (4) hours; and,
- 24.4.4.3 Perform maintenance and ongoing operation of a data backup system that will execute a full back-up at least once weekly and stored in an offsite secure area.
- 24.5 The ASO will create and maintain a disaster recovery plan that will provide step- by-step procedures for the functions needed to recover disrupted systems and networks and help them resume normal operations.
- 24.6 Disaster recovery procedures will identify critical IT systems and networks; prioritize their recovery time and objectives and delineate the steps needed to restart, reconfigure, and recover them; and,
- 24.7 The ASO will be required to list all its personnel and outside contractor personnel, contacts, and their respective sources of expertise as well as all logical sequences of action steps needed for creating and maintaining a disaster recovery plan.
- 24.8 The ASO will meet or exceed a 99% uptime guarantee. Uptime measurements exclude periods of routine maintenance and periods used for extended testing of the disaster recovery plan, which must be agreed upon in advance by the HCA and the ASO.
- 24.9 The ASO will conduct periodic testing for all disaster recovery plan steps. This will include simulations with ranges of multiple severity levels and system interruption impacts.
- 24.10 The ASO will provide logging of trials that satisfy the following requirements:
 - 24.10.1 Implementation of hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic protected health information pursuant to 45 CFR Part 164.312 (b); and,
 - 24.10.2 Shall retain logs for 6 years.
- 24.11 The ASO will perform a security assessment as appropriate in the ASO's discretion that satisfies the following requirements, and shall where possible without compromising the security of its service platform provide executive summaries to the HCA ASO Manager as such summaries become available:
 - 24.11.1 Penetration testing;
 - 24.11.2 Application vulnerability assessment (web application or thick client);
 - 24.11.3 Security design plan assessment;
 - 24.11.4 HIPAA privacy assessment; and,
 - 24.11.5 Remediation recommendations.

25. MISCELLANEOUS PROVISIONS:

- 25.1 Performance by the ASO shall not be contingent upon time availability of State personnel or resources except for specific responsibilities stated in this Agreement and the normal cooperation that can be expected in such an Agreement. The ASO's access to HCA personnel shall be granted as freely as possible.
- 25.2 To the extent the ASO is unable to perform any obligation or meet any deadline under this Agreement because of the failure of the State to perform its specific responsibilities under this Agreement, the ASO's performance shall be excused or delayed, as appropriate. The ASO shall provide the HCA written notice as soon as possible, but in no event later than the expiration of any deadline or date for performance, that identifies the specific responsibility that the State has failed to meet, as well as the reason the HCA's failure impacts the ASO's ability to meet its performance obligations under this Agreement.
- 25.3 End of Contract Period. The ASO and HCA shall perform end of contract obligations necessary unless the timeframe for the termination of this Agreement does not permit such performance. If the timeframe for the termination of this Agreement does not permit the Parties to perform the obligations described in the SOW and/or contract, the HCA will determine which of the obligations can be reasonably met prior to termination and will notify the ASO the obligations to be performed and the schedule for such performance.
- 25.3.1 If provided with adequate notice by the HCA, the ASO shall inform Vendors, in writing, at least one hundred and twenty (120) calendar days prior to the termination of services performed by the ASO for the HCA under this Agreement ("End of the Contract Period"), and of the termination of their respective contracts and of the process for Vendors to submit billing for services provided through the end of their contract term, but submitted after that date. The letter shall be submitted to the HCA for review and approval at least thirty (30) calendar days prior to its issuance to Vendors and must include the billing address or electronic submission instructions (if different) for billing submissions, as well as contact information for individuals to contact with questions. The HCA will provide adequate information/instruction regarding what ASO shall share and shall cooperate and establish appropriate contacts and designated receiving point of contact for communications, billing and other inquiries from Vendors which ASO may include in the letter to Vendors;
- 25.3.2 The ASO shall prepare a "final" message directing individuals or Vendors seeking information to alternative resources. This final message shall remain active for thirty (30) days after the End of the Contract Period for all telephonic and email communications. Any outstanding billing must be resolved by the Vendor no later than thirty (30) days after the End of the Contract Period for initial billing and sixty (60) days after the End of the Contract Period for corrections. The HCA shall cooperate and establish appropriate

contacts and designated receiving point for communications, billing and other inquiries from Vendors which ASO may include in the "final" message to Vendors;

25.3.3 The ASO will transition all Vendors back to the HCA or its designee;

25.3.4 The ASO will provide Client transition details directly to the HCA. The Client data will be submitted and accessible to the HCA through secure web application. The Client transition data will consist of a format agreed to by the ASO and the HCA. If requirements vary materially from existing formats for reporting, additional costs may be incurred, and HCA shall reimburse such costs to ASO. If possible, based on adequate notice of termination by the HCA, the ASO will submit an initial set of transition data sixty (60) days before the End of the Contract Period and a final set fifteen (15) days before the End of the Contract Period. Reports will be in a format that can be downloaded electronically, as is the case with reports currently submitted;

25.3.5 The ASO will make data available to the HCA until at least six (6) months after the End of the Contract Period. By the End of the Contract Period, the ASO will notify the HCA of the date which will be the last day on which such data will be available. It will be the responsibility of the HCA to access its final data file prior to 11:59 pm on the last day on which the ASO will make such data available; and,

25.3.6 The ASO shall maintain fully active web portal functionality, including access to reports, for at least six (6) months after the End of the Contract Period. The HCA will ensure that the ASO is paid for all costs incurred with such maintenance.

26. The HCA's Responsibilities

26.1 In addition to its other obligations described in this Agreement, the HCA shall:

26.1.1 Ensure that requests for reported data or other information, besides that specifically provided for elsewhere in this SOW or a mutually agreeable schedule, are routed to the ASO through the HCA ASO Manager.

26.1.2 Ensure that all funds processed by the ASO are approved by appropriate legal or procurement authorities at the HCA or participating Member Agencies; and that program managers or other authorized state personnel verify that all submitted payments or invoices are properly reviewed and prior to approval.

26.1.3 Ensure that personnel employed by the HCA Member Agencies to interface with the ASO are reasonably available, and respond adequately to ASO's requests for information, assistance, or guidance in a timely fashion; and that all such personnel undergo appropriate training on HCA and ASO policies and procedures as necessary.

26.1.4 Support implementation deadlines by providing technical assistance at the required level of specificity in a timely fashion.

- 26.1.5 Conduct review and monitoring activities, as needed, to meet grant and/or funding requirements, including promptly responding to any ASO notification of higher than anticipated direct services payments.
- 26.1.6 Monitor the ASO's overall contract compliance and provide the ASO with prompt notice of any compliance issues of which it becomes aware.
- 26.1.7 Provide Clients with specific information about services, benefits, and consumer enrollment. The Collaborate Member Agencies or their designees (excluding the ASO) are solely responsible for communicating to Clients.
- 26.1.8 Within five (5) business days, or as soon as practicable, after becoming aware of any claim or information that may impact the ASO, or the services to be performed by the ASO under this Agreement, the HCA shall provide the ASO with written notice of such claim or information.
- 26.1.9 The HCA ASO Manager will make best efforts to notify the ASO in writing at least three (3) Business Days prior to meeting on any routine or non-urgent issues that the HCA or Member Agencies and the ASO have been unable to resolve through the normal course of day-to-day operations and wish to bring forward to the ASO.
- 26.1.10 Make reasonable efforts to provide ASO at least two (2) weeks' notice of any non-routine meetings, which notice will include, at a minimum: identification of audience, approximate number of attendees, purpose of meeting or agenda, and desired outcome of meeting.
- 26.1.11 Issue LODs to the ASO as needed and provide timely answers to questions regarding LOD implementation.
- 26.1.12 Provide the ASO with timely and accurate information regarding user accounts, data access, authority for program and financial approvals, and other information necessary to the effective management of the ASO's responsibilities.
- 26.1.13 Ensure a single point of contact for the HCA and designated agency contacts.
- 26.1.14 Commit to an escalation process, agreed upon by the Parties, to ensure that the ASO receives information regarding implementation of ASO responsibilities in a timely and effective fashion.
- 26.1.15 Require that Member Agencies provide appropriate scope of work to all Providers, and that all such Scopes of Work have been subject to review and have been approved by appropriate legal and procurement authorities for that agency to include line-item accounting or other elements required under State laws, rules, or regulations; and Agencies will verify that any SOW transmitted to the ASO has been reviewed for compliance with appropriate State, HCA, and Agency requirements.

26.1.16 Ensure that the content of all provider SOWs is reviewed and approved by authorized HCA or participating Member Agency personnel, including where necessary appropriate legal or procurement authorities; and,

26.1.17 In accordance with the terms of this Agreement, the HCA and Member Agencies will provide the ASO with appropriate direction on the execution of the ASO's obligations under this Agreement regarding selection of participants in the Vendor Network, Vendor reimbursement levels to be reflected in Fee Schedules or other Member Agency reimbursement methods.