HEALTH CARE AUTHORITY

REQUEST FOR PROPOSALS (RFP)

Rural Health Data Hub Administrator (RHDHA)

HEALTH CARE AUTHORITY

RFP# 27-630-1000-0011

RFP Release Date: September 8, 2026

Proposal Due Date: September 21, 2026

ELECTRONIC-ONLY PROPOSAL SUBMISSION

Contents

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The New Mexico Health Care Authority (HCA) is issuing this Request for Proposals (RFP) to select one qualified Offeror to serve as the Administrator of the Rural Health Data Hub (RH Data Hub) initiative under New Mexico's Rural Health Transformation (RHT) Program. Services are anticipated to begin on the date established in Section II of this RFP and the final contract.

The selected Contractor will serve as the Administrator of the RH Data Hub initiative. The Administrator's primary role will be to coordinate and support HCA in designing the RH Data Hub and to administer the HCA-approved funding and implementation processes needed to carry out the resulting plan. Responsibilities will include:

- Coordinating stakeholder engagement, use-case development, assessment of HCA and partner agency existing enterprise architecture, and development of the Rural Health Data Hub Strategy and Implementation Plan; and
- Administering HCA-approved provider HIE participation payments, incentives, and related data-readiness funding processes, as well as RH Data Hub Subrecipient funding processes, including applicant support, application intake, evaluation coordination, award recommendations, agreement administration, payment coordination through HCA or an HCA-designated ASO, monitoring, and reporting.

HCA will retain final authority over the RH Data Hub design, funding priorities, recipient eligibility, award selections, funding amounts, scopes of work, budgets, and technology procurements. The Administrator will coordinate and oversee these activities but will not itself provide, build, host, or operate the RH Data Hub technology solution. The actual technology work will be performed by HCA-approved subrecipients, existing HCA solution vendors, or vendors selected through separate HCA-approved procurement processes, as applicable.

The RH Data Hub will use and build upon HCA's existing enterprise architecture, including the Statewide Interoperability Platform (SIP), the HCA Data Services data lake, and other existing HCA systems and capabilities. Based on HCA-approved use cases and the HCA-approved Rural Health Data Hub Strategy and Implementation Plan, technical capabilities may be modified, expanded, or added where necessary. Technical implementation will be performed by existing HCA solution vendors or other solution vendors selected through separate HCA-approved contracting or procurement processes.

The Administrator may assess existing capabilities, coordinate development of use cases, identify capability gaps, develop recommendations and requirements, prepare proposed contract amendments or procurement materials, coordinate implementation vendors, monitor schedules and dependencies, and facilitate HCA review and acceptance of technical deliverables. The Administrator shall not perform the downstream technology implementation that it plans, procures, evaluates, coordinates, or

oversees. Additional organizational conflict-of-interest requirements applicable to the Administrator, its affiliates, partners, and subcontractors are set forth elsewhere in this RFP.

HCA retains final authority over program policy, strategy, priorities, enterprise architecture, data governance, eligibility requirements, funding allocations, procurements, awards, budgets, material deliverables, payment authorization, and submissions to the Centers for Medicare & Medicaid Services (CMS). The Administrator may make recommendations and administer HCA-approved processes but may not independently establish program policy, select funding recipients or solution vendors, obligate program funds, or authorize expenditures unless expressly delegated in writing by HCA.

HCA intends to make one award to a single prime Contractor that will serve as the single point of responsibility for all services provided under the resulting contract. The Contractor may use subcontractors to perform HCA-approved portions of the administrative scope. HCA reserves the right to approve all subcontractors, and the Contractor will remain fully responsible for their performance, compliance, and deliverables. Subcontracting may not be used to circumvent the role-separation or organizational conflict-of-interest requirements of this RFP.

HCA reserves the right to make one award or no award. Nothing in this RFP guarantees any volume of work, level of program funding, downstream technology procurement, or contract extension. HCA may implement the awarded services in phases or in a sequence determined by HCA based on available funding, federal requirements, program readiness, interagency coordination, operational considerations, and State priorities.

Additional information concerning the RH Data Hub initiative is provided in Section I.B, Background Information. This RFP establishes the process for soliciting, evaluating, and scoring proposals and selecting an Offeror to perform the services described in this RFP and the resulting contract.

This document can be accessed electronically through HCA's RFP procurement library and through the RHT Program Procurement Portal.

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.

B. BACKGROUND INFORMATION

The New Mexico Health Care Authority (HCA) administers New Mexico's Rural Health Transformation (RHT) Program, authorized under H.R. 1, Public Law 119-21, Section 71401. New Mexico's RHT Program includes five core initiatives:

1. **Healthy Horizons:** Expand specialty care, maternal health, chronic disease management, and digital health access.

2. **Rooted in New Mexico:** Build and retain a rural health workforce pipeline.

3. **Rural Health Innovation Fund:** Support implementation-focused rural health innovation projects.

4. **Bridge to Resilience:** Provide technical assistance and operational support to rural providers.

5. **Rural Health Data Hub:** Strengthen rural health analytics, transparency, and predictive planning.

Rural, frontier, and Tribal communities in New Mexico face persistent challenges related to geographic isolation, workforce shortages, limited infrastructure, provider financial instability, limited access to specialty and behavioral health services, transportation barriers, and gaps in preventive care and care coordination. These challenges contribute to delays in care, unmet health needs, avoidable utilization, and disparities in health outcomes.

The RH Data Hub is the RHT Program's primary technology-focused initiative. Its purpose is to strengthen the State's ability to collect, integrate, analyze, and appropriately share rural health information to support program planning, performance monitoring, coordinated care, public transparency, and informed decision-making.

The RH Data Hub is not assumed to be a new standalone technology platform. HCA intends to use and build upon its existing enterprise architecture, including the Statewide Interoperability Platform (SIP), the HCA Data Services data lake, and other existing State systems and capabilities. The Rural Health Data Hub Strategy and Implementation Plan will identify priority use cases, assess existing capabilities, and determine what should be modified, expanded, or added to meet HCA's approved objectives.

The initiative includes two related areas of work:

1. **Provider HIE Participation and Related Data Readiness.** HCA may provide HCA-approved provider payments, incentives, or other funding to eligible rural providers and other approved entities to support onboarding to and active participation in a Health Information Exchange (HIE) and related RH Data Hub data-sharing activities. HCA-approved activities may include technology onboarding, interfaces, interoperability, data-quality improvements, security measures, training, and limited EHR configuration directly necessary for participation.

   This funding does not authorize general EHR acquisition or replacement, standalone cybersecurity projects, telehealth equipment, or unrelated provider technology investments unless separately approved by HCA and CMS, when required.

The Administrator will coordinate and administer the applicable funding processes, while HCA retains final authority over eligible activities, recipients, funding mechanisms, award or payment amounts, budgets, and payments.

2. **RH Data Hub design and implementation coordination.** The Administrator will coordinate stakeholder engagement, use-case development, assessment of existing HCA systems, and preparation of the Rural Health Data Hub Strategy and Implementation Plan. After HCA approves the Plan, the Administrator will support its execution through coordination with existing HCA solution vendors, preparation of proposed contract modifications or procurement requirements, and administration or coordination of any HCA-approved subrecipient funding needed to support implementation.

The actual technology solution will be implemented by existing HCA solution vendors, HCA-approved subrecipients, or vendors selected through separate HCA-approved procurement processes, as applicable. The Administrator selected through this RFP will coordinate and oversee this work but will not itself provide, build, host, or operate the RH Data Hub technology solution.

Potential data sources considered through the planning process may include:

- Medicaid claims and enrollment data;
- SYNCRONYS Health Information Exchange clinical data;
- Available all-payer claims data;
- Public health data;
- Behavioral health data;
- YesNM Connect closed-loop referral data; and
- Other HCA-approved State or partner data sources.

The availability and use of each data source will be subject to HCA approval, applicable law, data-use agreements, privacy and security requirements, technical feasibility, and available funding.

Potential RH Data Hub capabilities may include rural health profiles, dashboards, predictive analytics, care-gap identification, public-facing information, provider and policymaker reporting, and other capabilities identified through approved use cases. The Strategy and Implementation Plan will determine the final priorities, sequencing, technical approach, and funding requirements. Inclusion of a potential data source or capability in this section does not require HCA to implement it.

All activities will operate within a program framework that includes HCA oversight, financial accountability, performance monitoring, coordination with other RHT initiatives, and compliance with applicable federal and State requirements.

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C. SCOPE OF PROCUREMENT

The resulting contract is anticipated to begin on the date established in Section II and the final contract. HCA may extend the contract, subject to satisfactory performance, available funding, CMS approval, applicable procurement requirements, and the terms of the final contract, for a total term of up to five years.
HCA may phase, pause, modify, or sequence the services based on available funding, federal requirements, program readiness, interagency coordination, operational considerations, and State priorities. No extension, funding amount, volume of subrecipient awards, or downstream technology work is guaranteed.

Administrator's Role and Core Functions

The Administrator will work under the direction of the RHT Program Management Office and applicable HCA governance bodies. HCA retains final authority over program policy, the RH Data Hub design, enterprise architecture, data governance, funding priorities, subrecipient and vendor selections, budgets, payments, and acceptance of material deliverables.

The Administrator will coordinate and support HCA in designing the RH Data Hub and administering the funding and implementation processes needed to carry out the HCA-approved Strategy and Implementation Plan. The Administrator's responsibilities will include:

Design and planning support. Coordinate stakeholder engagement, use-case development, assessment of existing HCA systems and capabilities, and preparation of the Rural Health Data Hub Strategy and Implementation Plan. The Plan shall identify priority use cases, recommended capabilities, implementation phases, dependencies, estimated costs, and any modifications, expansions, or additional components needed within HCA's enterprise architecture.

Funding administration. Develop and administer HCA-approved processes for provider HIE participation payments, incentives, and related data-readiness activities, as well as RH Data Hub Subrecipient funding. Responsibilities may include outreach, applicant assistance, application intake, evaluation coordination, award recommendations, agreement administration, monitoring, reporting, corrective-action coordination, and closeout.

HCA may require the Administrator to coordinate agreement administration and payment functions through an HCA-designated Administrative Services Organization (ASO), including fiscal review, payment processing, tracking, reconciliation, financial monitoring, and related reporting. The Administrator shall coordinate with HCA and the ASO, as directed, but shall not take custody of or directly disburse provider or Subrecipient funds.

HCA retains final authority over eligible activities, recipients, funding mechanisms, award or payment amounts, scopes of work, budgets, and payments.

Implementation coordination. Support HCA in carrying out the approved Strategy and Implementation Plan by coordinating with existing HCA solution vendors, preparing proposed contract amendments or work requirements, developing materials for any necessary procurements, and coordinating HCA-approved subrecipient and vendor activities.

Program and performance management. Develop and maintain HCA-approved workplans, schedules, staffing plans, budgets, risk and issue logs, decision logs, communication protocols, and performance-monitoring processes. Monitor implementation schedules, dependencies, expenditures, subrecipient and vendor performance, and deliverables, and elevate matters requiring HCA direction or approval.

Compliance and reporting. Maintain complete programmatic and financial records and support HCA's compliance with the CMS cooperative agreement, 2 CFR Part 200, applicable State requirements, audit requirements, and HCA reporting obligations.

The Administrator may perform planning and administrative activities directly or through HCA-approved subcontractors. However, technical implementation of the RH Data Hub solution is outside the Administrator's scope. The actual technology work will be performed by existing HCA solution vendors, HCA-approved subrecipients, or vendors selected through separate HCA-approved procurement processes, as applicable.

The Administrator, its affiliates, partners, and subcontractors may not perform downstream technology implementation that they materially helped define, procure, evaluate, or oversee. HCA retains final authority to identify, evaluate, and resolve actual or potential organizational conflicts of interest.

Existing Data Infrastructure Considerations

The Rural Health Data Hub Strategy and Implementation Plan must begin with an assessment of HCA's existing enterprise architecture. The Administrator shall coordinate with HCA's technical leadership and existing vendors to determine how current capabilities can support approved use cases and what modifications, expansions, or additional components may be needed.

Existing infrastructure includes:

HCA Data Services data lake. The data lake is implemented and administered by Health Tech Solutions, LLC under Agreement No. 26-630-4000-0004. Data models referenced in the agreement include member month and income support, inpatient utilization, outpatient utilization—including long-term care, behavioral health, outpatient facility, and professional services—pharmacy utilization, episodes, and provider network adequacy.

MMISR Systems Integration capabilities. KPMG, through its subcontractor Spruce Technology, provides Systems Integration data-integration tools and related capabilities for the Medicaid Management Information Services Replacement project. RH Data Hub planning and implementation must not interfere with these capabilities or their shared-service, operational-monitoring, and management functions.

New Mexico Department of Health data infrastructure. The New Mexico Department of Health has a data lake project underway. The Administrator shall coordinate with HCA and the Department of Health, as directed, to identify opportunities for appropriate alignment and avoid unnecessary duplication.

All HCA data integrations developed or modified through the RH Data Hub initiative shall use the systems integration platform (SIP), unless HCA approves an alternative in writing. Additional components must integrate with, and may not unnecessarily replace, duplicate, or bypass, HCA's existing enterprise architecture.

The Strategy and Implementation Plan will establish the recommended future-state design, implementation sequence, estimated costs, and funding approach. Any technical modifications, expansions, or additional components will require HCA approval and will be performed through separately authorized subrecipient, contract, contract amendment, work order, or procurement processes, as applicable.

D. PROCUREMENT MANAGER

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

1. Any inquiries or requests regarding this procurement must be submitted, in writing, to the Procurement Manager. Offerors may contact only the Procurement Manager regarding this procurement. Other State employees, HCA staff, contractors, consultants, or Evaluation Committee members do not have authority to respond on behalf of HCA.

Name	Title	Telephone	Email
Amy Alexander	Procurement Manager/RHT Operations Manager	505-629-2474	amy.alexander@hca.nm.gov

2. Protests of the solicitation or award must be submitted in writing to the Protest Manager identified below and in Section II.B.13. Protests submitted or delivered to the Procurement Manager will not be considered properly submitted unless the Procurement Manager has also been designated as the Protest Manager in writing.

Name	Title	Telephone	Email
Robert James Booth II	Protest Manager/Acting Chief General Counsel	505-365-3211	robert.booth@hca.nm.gov
Address			
PO Box 2348 - Santa Fe, NM 87504			

E. PROPOSAL SUBMISSION

All proposals must be submitted electronically through HCA's RHT Program Submittable portal:

https://nmhca-rhtp.submittable.com/submit

Detailed proposal preparation and submission requirements are provided in Section III.B.

Offerors are responsible for ensuring that all required fields, certifications, documents, and attachments are complete and successfully submitted by the deadline established in Section II.A. A proposal saved as a draft or otherwise remaining incomplete in Submittable will not be considered submitted. The submission timestamp recorded by Submittable will control.

HCA will not accept proposals submitted by email, facsimile, hard copy, or any method other than the designated Submittable portal unless the Procurement Manager issues written alternative instructions.

Offerors should allow sufficient time to complete the submission process and address any technical issues before the deadline. Late, incomplete, or unsubmitted proposals may be deemed nonresponsive and excluded from consideration.

F. DEFINITION OF TERMINOLOGY

1. "Administrator" or "RH Data Hub Administrator" means the Contractor selected through this RFP to provide planning support, program administration, funding administration, implementation coordination, monitoring, and reporting services. The Administrator is not the RH Data Hub technology solution vendor.
2. "Administrative Services Organization" or "ASO" means an entity designated by HCA to perform fiscal-administration and payment-related functions for HCA-approved provider HIE participation payments, incentives, Subawards, or other Program Funds. These functions may include agreement administration, fiscal review, payment processing, tracking, reconciliation, financial monitoring, reporting, and closeout, as directed by HCA.
3. "Agency" or "HCA" means the New Mexico Health Care Authority, the State agency sponsoring and administering this procurement.
4. "Award" means HCA's selection of an Offeror for contract negotiations. An Award does not create a binding obligation until the resulting Contract is fully executed.
5. "Business Hours" means Monday through Friday, from 8:00 a.m. through 5:00 p.m. Mountain Time, excluding State holidays.
6. "Close of Business" means 5:00 p.m. Mountain Time on a Business Day.
7. "Confidential" means information that qualifies for protection from public disclosure under applicable law, including qualifying trade secrets or confidential financial information. Proposed prices, rates, budgets, and other information subject to disclosure under the New Mexico Inspection of Public Records Act shall not be designated as Confidential.
8. "Contract" means the fully executed agreement resulting from this RFP, including all incorporated documents, amendments, and attachments.
9. "Contractor" means the Offeror selected by HCA after the resulting Contract has been fully executed. Under this RFP, the Contractor will serve as the RH Data Hub Administrator.

10. “Cost Proposal” means the Offeror’s proposed costs for performing the Administrator services described in this RFP. Administrator service costs must be separately identified from any estimated programmatic, subrecipient, incentive, or other pass-through funding included for planning purposes.
11. “Determination” means written documentation of a procurement decision, including any findings required to support that decision.
12. “Desirable” means a requirement or factor identified by words such as “may,” “can,” “should,” “preferably,” or “prefers.” A Desirable requirement is not mandatory unless otherwise stated.
13. “Electronic Submission” means a Proposal that has been successfully submitted through the electronic system designated by HCA.
14. “Enterprise Architecture” means HCA’s existing technology, data, integration, security, and operational environment, including the systems integration platform, Data Services data lake, MMISR Systems Integration capabilities, and other HCA-approved systems and services.
15. “Evaluation Committee” means the group appointed by HCA to evaluate and score Proposals submitted in response to this RFP.
16. “Final Award” means completion of all required approvals and signatures necessary to make the Contract resulting from this procurement fully executed.
17. “Finalist” means an Offeror that satisfies the applicable mandatory requirements and receives a score sufficient to merit further consideration by the Evaluation Committee.
18. “Implementation Vendor” or “Technology Solution Vendor” means an entity separately authorized to design, configure, develop, integrate, license, host, maintain, or operate a technology component of the RH Data Hub solution. The Administrator is not an Implementation Vendor under this RFP.
19. “Key Personnel” means individuals identified by the Offeror who will have primary responsibility for managing, supervising, or performing material portions of the Administrator’s Scope of Work.
20. “Lead Offeror” means the entity submitting the Proposal and accepting primary responsibility for the resulting Contract. If selected, the Lead Offeror will serve as the prime Contractor and remain responsible for all subcontractors, personnel, deliverables, expenditures, reporting, and compliance.
21. “Mandatory” means a requirement or factor identified by words such as “must,” “shall,” “will,” “is required,” or “are required.” Failure to satisfy a Mandatory requirement may result in a Proposal being found nonresponsive.
22. “Offeror” means a person, corporation, partnership, organization, or other eligible entity that submits a Proposal in response to this RFP.
23. “Partner” means an entity identified by an Offeror as supporting the proposed administrative services through coordination, technical expertise, stakeholder engagement, referrals, or other contributions. If a Partner will receive funds to perform Contract work, the entity must be properly classified and approved as a Subcontractor or Subrecipient, as applicable.

24. “Procurement Manager” means the individual or designee authorized to administer this RFP and issue written communications and determinations concerning the procurement.
25. “Program Funds” means RHT Program funding that HCA approves for provider activities, Subrecipient awards, incentives, downstream implementation, or other programmatic purposes. Program Funds are separate from compensation paid for the Administrator’s services and remain subject to HCA approval and applicable federal and State requirements.
26. “Project” means the administrative services and activities proposed by an Offeror and approved by HCA under the resulting Contract. The Project does not mean the RH Data Hub technology solution itself.
27. “Proposal” means all information and materials submitted by an Offeror in response to this RFP, including narrative responses, forms, certifications, budgets, workplans, attachments, and electronic responses.
28. “Redacted” means a copy of a Proposal in which information that the Offeror reasonably believes is protected from disclosure under applicable law has been visibly obscured. Information may not be removed in a manner that prevents HCA from determining what material was redacted.
29. “Request for Proposals” or “RFP” means this solicitation and all attachments, appendices, amendments, written clarifications, and documents incorporated by reference.
30. “Responsible Offeror” means an Offeror that has the financial, personnel, technical, organizational, and operational capacity and experience necessary to perform the services required by this RFP.
31. “Responsive Offer” or “Responsive Proposal” means a Proposal that conforms in all material respects to the requirements of this RFP.
32. “Rural Health Data Hub” or “RH Data Hub” means the RHT Program initiative intended to strengthen rural health data integration, analytics, transparency, planning, and related provider participation. The term does not require the acquisition of a new standalone technology platform.
33. “Rural Health Data Hub Strategy and Implementation Plan” or “Plan” means the HCA-approved deliverable that will identify priority use cases, assess existing capabilities, define the recommended future-state approach, identify gaps, and establish proposed implementation phases, dependencies, costs, funding mechanisms, and procurement needs. The Plan does not independently authorize funding or implementation.
34. “Rural Health Transformation Program” or “RHT Program” means the federal program authorized under H.R. 1, Public Law 119-21, Section 71401, and administered by the Centers for Medicare & Medicaid Services to strengthen rural health care access, quality, workforce capacity, provider financial stability, service delivery, and continuity of rural health services.
35. “Scope of Work” means the services, activities, deliverables, performance expectations, reporting requirements, and compliance responsibilities to be performed by the Contractor under the resulting Contract.

36. “Sealed” means that a Proposal and its accompanying materials have been successfully submitted through the designated electronic system and are not available to the Evaluation Committee before the applicable opening or review period.
37. “State” means the State of New Mexico.
38. “Statement of Concurrence” means an affirmative statement by an Offeror agreeing to comply with a requirement stated in this RFP.
39. “Subcontractor” means an entity that enters into an agreement with the Contractor to perform a portion of the Administrator’s Scope of Work. Use of a Subcontractor is subject to HCA approval and does not relieve the Contractor of responsibility for performance, deliverables, expenditures, reporting, or compliance.
40. “Subrecipient” means an eligible entity that receives a Subaward to carry out a portion of the RHT Program consistent with 2 CFR Part 200. A Subrecipient is not a Subcontractor of the Administrator merely because the Administrator coordinates or monitors the Subaward.
41. “Subaward” means an award of federal financial assistance made to a Subrecipient to carry out an approved portion of the RHT Program. A Subaward does not include payment to a contractor for goods or services or assistance provided directly to an eligible beneficiary.
42. “Systems Integration Platform” or “SIP” means the integration capabilities within HCA’s Enterprise Architecture used to support secure data exchange, shared services, and related operational functions.

G. Additional Cost Definitions

The following definitions apply to the Cost Proposal and the administration of funds under the resulting Contract. HCA retains final authority to determine the classification, allowability, reasonableness, allocation, and approval of all costs.

1. “Administrator Service Costs” means compensation requested by the Offeror to perform the planning, administration, coordination, technical assistance, monitoring, reporting, and other services required under this RFP. These costs may include personnel, fringe benefits, travel, supplies, approved subcontractors, Indirect Costs, and other costs necessary to perform the Scope of Work.
2. “Total Administrator Service Costs” means the total compensation requested or approved for performance of the Administrator’s Scope of Work. Total Administrator Service Costs exclude Programmatic or Pass-Through Costs, Downstream Implementation Costs, and Planning Estimates.
3. “Direct Administrator Service Costs” means costs that can be specifically identified with the Administrator’s performance of the Scope of Work. Examples may include personnel directly performing Contract activities, project-specific travel, stakeholder engagement, planning activities, funding-process administration, technical assistance, monitoring, and required reporting. Classification of a cost as direct does not determine whether it is administrative or programmatic.

4. “Administrative Costs” means general administration and general expenses associated with the RHT Program, such as the director’s office, accounting, administrative personnel, grant or contract management and oversight, financial tracking, audit activities, and other expenditures classified as administrative by HCA or CMS. Administrative Costs may include both direct and indirect costs.

   Whether a cost is classified as administrative or programmatic depends on the functions performed and the supporting budget justification. Costs directly related to implementing, executing, or delivering an approved RH Data Hub initiative may be classified as programmatic when adequately supported and approved by HCA.
5. “Total Administrative Costs” means the sum of Direct Administrative Costs, Indirect Costs classified as program administrative costs, and the administrative portion of Shared or Mixed-Function Costs. Total Administrative Costs are used to determine compliance with applicable Administrative Cost limitations.
6. “Direct Administrative Costs” means Administrative Costs that are directly charged to and specifically identified with the resulting Contract rather than recovered through an Indirect Cost rate. These costs may include personnel and other costs associated with general program administration, financial management, contract administration, oversight, reporting, audit, and related administrative functions.
7. “Indirect Costs” means costs incurred for a common or joint purpose that benefit more than one program, project, or organizational activity and cannot be readily assigned to the Contract without disproportionate effort. Indirect Costs must be calculated using a federally negotiated indirect cost rate, an allowable de minimis rate, or another HCA-approved cost-allocation method. Indirect Costs classified as program administrative costs count toward Total Administrative Costs. A cost included in an indirect cost pool may not also be charged as a direct cost.
8. “Shared or Mixed-Function Costs” means costs that support both programmatic and administrative functions or that support both the RH Data Hub Contract and another program, project, or organizational activity. These costs must be allocated using a reasonable, consistent, and documented methodology based on the relative benefit received. Any portion classified as administrative by HCA or CMS counts toward Total Administrative Costs.
9. “Programmatic or Pass-Through Costs” means HCA-approved funds designated for provider HIE participation payments, incentives, related data-readiness activities, RH Data Hub Subawards, or other approved RH Data Hub activities. These costs are separate from Administrator Service Costs and do not constitute revenue or compensation to the Administrator. At HCA’s direction, such funding may be administered through the HCA-designated ASO or another HCA-approved mechanism.
10. “Downstream Implementation Costs” means costs associated with designing, configuring, developing, integrating, licensing, hosting, maintaining, or operating components of the RH Data Hub technology solution. Downstream Implementation Costs are not Administrator

Service Costs and must be authorized through separate HCA-approved contracts, Subawards, work orders, amendments, or procurement processes.

11. "Planning Estimate" means a preliminary estimate of potential Programmatic or Pass-Through Costs or Downstream Implementation Costs prepared at HCA's request. A Planning Estimate does not constitute an award, funding commitment, authorization to incur costs, or guarantee of future work.
12. "CMS Budget Period" means the period established by CMS during which RHT Program funds may be obligated and expended, subject to the applicable Notice of Award, cooperative agreement, and HCA requirements.
13. "CMS-Limited Costs" means costs subject to a federal percentage limitation, restriction, or prior-approval requirement. These may include Administrative Costs, capital expenditures and infrastructure, certain electronic health record replacement costs, and other categories identified by CMS. CMS limitations apply at the State program level unless CMS expressly provides otherwise. HCA may establish Contract-level limitations necessary to maintain statewide compliance.
14. "Prior Approval" means written authorization obtained from HCA—and from CMS when required—before a cost is incurred or an activity is undertaken. Inclusion of a cost in a Proposal, Cost Proposal, workplan, recommendation, or Planning Estimate does not constitute Prior Approval.

The Offeror's Cost Proposal must separately identify Administrator Service Costs and any Planning Estimates requested by HCA. Provider HIE participation payments, incentives, related data-readiness activities, Subawards, and Downstream Implementation Costs must not be included as compensation to the Administrator.

The cumulative Administrative Costs incurred across the State's RHT Program, including applicable costs incurred by HCA, contractors, and Subrecipients, are subject to the statewide 10% Administrative Cost limitation. To support statewide compliance, Total Administrative Costs under the resulting Contract must not exceed 10% of Total Administrator Service Costs.

The 10% Contract-level limitation is a maximum and does not establish or guarantee an Administrator fee or allowance. The Administrator's compensation may not be calculated automatically as a percentage of Programmatic or Pass-Through Costs, Subawards, or Downstream Implementation Costs.

H. PROCUREMENT LIBRARY

Offerors are encouraged to review the materials available through the following resources:

1. HCA Rural Health Transformation Program website: https://www.hca.nm.gov/rht/

2. HCA Rural Health Transformation Program procurement portal: https://nmhca-rhtp.submittable.com/submit

3. CMS Rural Health Transformation Program website: https://www.cms.gov/priorities/rural-health-transformation-rht-program/overview

4. CMS Rural Health Transformation Program Frequently Asked Questions: https://www.cms.gov/files/document/rural-health-transformation-frequently-asked-questions.pdf

5. CMS Standard Grant and Cooperative Agreement Terms and Conditions: https://www.cms.gov/files/document/standard-terms-conditions-fy26-12-14-2025.pdf

HCA may also post RFP materials, amendments, Questions and Answers, templates, submission instructions, and other procurement-related materials through the HCA Rural Health Transformation Program website, the procurement portal, or another location designated by HCA. Offerors are responsible for reviewing the RFP, all amendments, all written Questions and Answers, and all submission instructions issued by HCA.

II. CONDITIONS GOVERNING THE PROCUREMENT

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP and Application Opens	HCA	Tuesday, September 8, 2026
2. Pre-Proposal Conference	HCA	Friday, September 11, 2026, 1:00 PM MDT
3. Deadline to submit written questions	Potential Offerors	Friday, September 11, 2026, 5:00 PM MDT
4. Response to written questions	Procurement Manager	Monday, September 14, 2026
5. Organizational Reference Questionnaire Deadline	Organizational References	Monday, September 21, 2026 5:00 PM MDT
6. Submission of Proposal	Potential Offerors	Monday, September 21, 2026 5:00 PM MDT
7. Proposal Evaluation*	Evaluation Committee	Tuesday, September 22 – Wednesday, September 30
8. Selection of Finalists, if applicable*	Evaluation Committee	Wednesday, September 30
9. Oral Presentation(s), if held*	Finalist Offerors	Friday, October 2, 2026
10. Best and Final Offers, if requested*	Finalist Offerors	Monday, October 5, 2026
11. Finalize Contractual Agreements*	HCA / Finalist Offerors	Thursday, October 8, 2026
12. Contract Awards*	HCA / Finalist Offerors	Thursday, October 15, 2026
13. Protest Deadline*	HCA/Protesting Parties	In accordance with applicable law and procurement requirements

*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 will occur based on the dates listed in section II.A.

1. Issue RFP: This RFP is being issued on behalf of the State of New Mexico Health Care Authority.
2. Pre-Proposal Conference: A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events. Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager. All questions answered during the Pre-Proposal Conference will be considered unofficial until they are posted in writing.

   Microsoft Teams meeting
   Join: https://teams.microsoft.com/meet/2927584417135?p=j9THAqUkaiJllnWQeO
   Meeting ID: 292 758 441 713 5
   Passcode: XZ95iQ7H

   Need help? | System reference
   Dial in by phone
   +1 505-312-4308,,110310917# United States, Albuquerque
   Find a local number
   Phone conference ID: 110 310 917#

3. Deadline to Submit Written Questions: Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP, as indicated in Section II.A. Questions shall be clearly labeled and should cite the section or sections of the RFP that form the basis of the question.
4. Response to Written Questions: Written responses to questions will be provided on or before the date indicated in Section II.A. The Questions and Answers will be posted to the HCA Rural Health Transformation Program website, the HCA RHT Program Procurement Portal in Submittable, or another location designated by HCA.
5. Organizational Reference Questionnaire Deadline: Each organizational reference identified by an Offeror must complete and submit the required Organizational Reference Questionnaire directly through Submittable by the date and time identified in Section II.A. Offerors are responsible for entering complete and accurate reference contact information sufficiently in advance of the deadline and ensuring that each reference is aware of the submission requirements.
6. Submission of Proposal: Proposals must be submitted electronically through HCA's designated Submittable portal by the date and time identified in Section II.A. At this time, only electronic proposal submission is allowed.
7. Proposal Evaluation: An Evaluation Committee will evaluate written proposals during the period identified in Section II.A. The Evaluation Committee may select Finalists before the end of that period to accommodate oral presentations and Best and Final Offers, if held.
8. Selection of Finalists: The Evaluation Committee may select and the Procurement Manager may notify finalist Offerors as indicated in Section II.A, Sequence of Events, or as soon as possible thereafter.
9. Oral Presentations: Finalist Offerors may be required to conduct an oral presentation. Whether 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.
11. Finalize Contractual Agreements: After approval of the Evaluation Committee Report, any contractual agreement or agreements resulting from this RFP will be finalized with the most advantageous Offeror or Offerors, taking into consideration the evaluation factors set forth in this RFP, funding availability, program priorities, geographic distribution, project diversity, budget reasonableness, and the best interests of the State.
12. Contract Awards: Upon receipt of the signed contractual agreement or agreements, HCA anticipates making contract awards on the date listed in section II.A., 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 applicable law and procurement regulations. Protests must be written and must include the name and address of the protestor, the request for proposal number, a statement of grounds for protest, supporting exhibits, and the ruling requested. Protests must be submitted in writing to the Protest Manager identified in Section I.D.2

ALL PROPOSALS MUST BE RECEIVED 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.

Proposals must be submitted electronically through HCA's electronic procurement system, Submittable. A submission that is not fully complete and received via Submittable by the deadline will be deemed late. Proposals submitted by facsimile, email, hard copy, or other electronic means other than the designated portal will not be accepted unless HCA issues written alternative instructions.

C. GENERAL REQUIREMENTS

1. **Acceptance of Conditions.** Offerors must indicate their acceptance of the Conditions Governing the Procurement in Section II and the Evaluation requirements in Section V by completing and signing the Letter of Transmittal Form.
2. **Costs of Proposal Preparation.** All costs incurred in preparing, transmitting, or presenting a Proposal are the sole responsibility of the Offeror. HCA will not reimburse any such costs.
3. **Use of Previously Acquired Information.** Offerors shall not use nonpublic or confidential information obtained through prior work with HCA, the RHT Program, HCA contractors, consultants, or other State partners to gain an unfair competitive advantage.
4. **Organizational Conflicts of Interest.** Offerors must disclose any actual, potential, or apparent organizational conflict of interest involving the Offeror, its affiliates, partners, proposed Subcontractors, or Key Personnel. The selected Administrator and entities participating under the Administrator Contract may not pursue or receive downstream contracts, Subawards, grants, or other funding opportunities that they materially helped define, develop, evaluate, administer, recommend, monitor, or otherwise influence. HCA may require disclosure, mitigation, recusal, restructuring, replacement of personnel or entities, or other action necessary to protect the integrity of the procurement and program. HCA retains final authority to determine whether a conflict exists and whether it can be adequately mitigated.

5. **Prime Contractor Responsibility.** The Contractor will remain responsible for performing the Administrator's Scope of Work and complying with the resulting Contract, including responsibility for its personnel and approved Subcontractors. The Contractor will operate under HCA's direction and may not independently establish program policy, select Subrecipients or technology vendors, obligate Program Funds, authorize payments, or accept material deliverables unless expressly authorized in writing by HCA. The Administrator is not responsible for performing the technical work of separately contracted Implementation Vendors or Subrecipients but remains responsible for its required coordination, monitoring, and reporting activities.
6. **Subcontractors and Partners.** Offerors may propose Subcontractors or Partners to support the Administrator's Scope of Work. The Contractor must obtain HCA's written approval before adding, replacing, or materially changing the role of a Subcontractor or funded Partner. The Contractor remains responsible for all approved Subcontractor work. Subcontracting may not be used to circumvent the role-separation or organizational-conflict requirements of this RFP.
7. **Amended Proposals.** An Offeror may amend its Proposal before the submission deadline. An amended Proposal must be submitted in the manner required by HCA and must constitute a complete replacement of the previously submitted Proposal.
8. **Withdrawal of Proposal.** An Offeror may withdraw its Proposal before the submission deadline by following the withdrawal process established in Submittable or by submitting a written request signed by an authorized representative to the Procurement Manager.
9. **Proposal Firm.** Proposals, including proposed prices and rates, will remain firm for 120 days after the Proposal submission deadline or 90 days after the deadline for a best and final offer, if requested.
10. **Disclosure of Proposal Contents.** Proposal contents will be kept confidential until Final Award. After Final Award, Proposals and related procurement documents may be available for public inspection, except for information protected from disclosure under applicable law. Proposed prices, rates, budget amounts, and cost information may not be designated as confidential.
11. **No Obligation.** This RFP does not obligate the State or HCA to use an Offeror's services or provide funding unless and until a valid Contract is fully executed by all required parties.
12. **Cancellation or Rejection.** HCA may cancel this RFP or reject any or all Proposals, in whole or in part, when HCA determines that doing so is in the best interest of the State.
13. **Availability of Funding.** Any Contract resulting from this RFP is contingent upon sufficient State appropriations, federal funding, CMS authorization, and other required approvals. HCA may reduce, suspend, or terminate work if sufficient funding or authorization is unavailable.
14. **Legal Review.** Offerors must identify any concerns with the RFP or proposed Contract terms during the procurement process. Concerns must be submitted in writing to the Procurement Manager by the applicable deadline.
15. **Governing Law and Requirements.** This RFP and any resulting Contract will be governed by the laws of the State of New Mexico and applicable federal requirements, including the CMS RHT

Program cooperative agreement, Notice of Award, Notice of Funding Opportunity, 2 CFR Part 200, and other applicable federal guidance.

16. **Basis for Proposal.** Only information contained in this RFP or issued in writing by the Procurement Manager may be relied upon in preparing a Proposal. Oral statements do not modify the RFP.
17. **Contract Terms and Conditions.** The resulting Contract will follow the format required by HCA and include the terms and conditions in Appendix E. This RFP, its amendments, written clarifications, and the successful Offeror's Proposal may be incorporated into the resulting Contract.
18. **Offeror Terms and Conditions.** An Offeror must submit with its Proposal any additional terms and conditions it requests for consideration. Submission does not require HCA to accept the proposed terms.
19. **Requested Contract Deviations.** Any requested deviation from the proposed Contract must be identified during the procurement process and include specific alternative language and a brief explanation of its purpose and effect.
20. **Offeror Qualifications.** HCA may conduct investigations necessary to determine whether an Offeror is responsible and capable of performing the required services. HCA may reject a Proposal submitted by an Offeror that is not responsible or whose Proposal is not responsive.
21. **Minor Irregularities.** HCA may waive minor irregularities when doing so is in the State's best interest, does not prejudice another Offeror, and does not materially affect the procurement.
22. **Contractor Representatives.** HCA may require replacement of a Contractor representative who does not adequately meet HCA's needs or the requirements of the Contract.
23. **Notice of Penalties.** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil, misdemeanor, and felony criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
24. **HCA Rights.** HCA reserves the right to reject any or all Proposals, request clarification, conduct discussions or negotiations, request best and final offers, accept all or a portion of a Proposal, and make one Award or no Award, as permitted by law and in the State's best interest.
25. **Public Statements and Publications.** Offerors and Contractors must obtain HCA's prior written approval before issuing a public statement, press release, publication, marketing material, presentation, or report concerning this procurement or the resulting Contract, including use of HCA, CMS, HHS, or RHT Program names, logos, or funding references. This requirement does not prohibit disclosures required by law. When legally permitted, the Offeror or Contractor shall notify HCA before making a required disclosure.
26. **Ownership of Proposals.** All documents submitted in response to this RFP become property of the State of New Mexico.
27. **Confidentiality.** The Contractor must protect confidential information received or developed through Contract performance and may disclose it only as authorized by HCA or required by law. The Contractor must comply with all applicable privacy, security, records-retention, and data-use requirements.

28. **Email Address Required.** Offerors must maintain a valid email address capable of receiving procurement communications. Offerors are responsible for monitoring the address provided in their Proposal.
29. **Campaign Contribution Disclosure Form.** The Offeror must complete, sign, and submit the unaltered Campaign Contribution Disclosure Form in Appendix F. Failure to submit the required form may result in disqualification.
30. **Letter of Transmittal.** The Proposal must include a completed Letter of Transmittal Form from Appendix G, signed by an authorized representative. Failure to submit the signed form may result in disqualification.
31. **Responsibility Disclosures.** Offerors must disclose debarment, suspension, criminal or civil judgments, delinquent taxes, bankruptcy matters, lawsuits, investigations, or other matters required by HCA, applicable law, or federal funding requirements that may affect the Offeror's responsibility, financial condition, or ability to perform the Contract.
32. **Material Changes.** Offerors and Contractors must notify HCA in writing of any material change affecting the Proposal, Award, Contract, Scope of Work, budget, schedule, Key Personnel, partners, Subcontractors, financial condition, legal status, organizational conflicts of interest, or ability to perform. HCA may require additional documentation, revised terms, corrective action, or other appropriate action.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

HCA intends to make one award to a single prime Contractor that will serve as the RH Data Hub Administrator.

Each Offeror may submit only one Proposal as the Lead Offeror. The Proposal must address the complete Administrator Scope of Work. An Offeror may include proposed Subcontractors or Partners to perform portions of the administrative services, subject to HCA approval, but the Lead Offeror will remain responsible for the entire Contract.

HCA will not accept separate Proposals for individual work areas, provider HIE participation funding requests or activities, Subrecipient funding requests, or RH Data Hub technology products or solutions. Any downstream funding opportunities or technology procurements will be conducted separately under HCA's direction.

Proposals must be submitted through Submittable in accordance with Sections I.E and III.B. A Proposal that does not comply with these requirements may be deemed nonresponsive.

B. PROPOSAL CONTENT ORGANIZATION

Submission in Submittable will be organized as follows:

Initial Information (Form 1 in Submittable)

Field	Type	Required	Notes
Organization/Offeror name	Text	Yes	Must match legal/tax records
Doing business as, if applicable	Text	No	If different from legal name
Business address	Text	Yes	
Mailing address	Text	Yes	If different from business address
Federal EIN	Text	Yes	
New Mexico BTIN	Text	Required	
UEI, if available	Text	If applicable	May be required before award
Number of Employees	Text	Yes	
Legal status	Dropdown/Text	Yes	For-profit, nonprofit, public institution, Tribal government, State/local government entity
Tribal, Native-led, or Sovereign Nation status	Check-box & Text	Yes	Indicate whether the Offeror is a Tribal entity, Native-led organization, or Sovereign Nation. If yes, briefly describe. Limit: 300 words
Certifications	Checkbox	Yes	Response to Appendix A

Proposal Content (Form 2 in Submittable)

Section	Field or Upload	Required	Score Available	Limit
1. Proposal Summary				
a. Proposal Summary	Text response	Yes	n/a	600 words
2. Mandatory Business Specifications	**Upload/Text/ Checkbox**	**Yes**	**Pass/Fail**	
a. Signed Letter of Transmittal (Appendix G)	Upload	Yes	Pass/Fail	Signed by an authorized representative
b. Signed Campaign Contribution Disclosure Form. (Appendix F)	Upload	Yes	Pass/Fail	Completed and signed form required
c. Financial Stability i. Pending lawsuits/bankruptcy ii. Financial Statements (solvency)	Text/Upload	Yes	Pass/Fail	300 words/15 documents
d. Response to Contract Terms and Conditions (Appendix E)	Checkbox	Yes	Pass/Fail	
e. Offeror's additional terms and conditions, if applicable.	Upload	Optional	n/a	
3. Technical Specification	**Text**	**Yes**	**550 Total Points**	
a. References (Appendix C)	Text	Yes	50	Provide three references for the lead Offeror using Appendix C requirements
b. Organizational Overview, Qualifications, Experience, and Capacity	Text	Yes	50	500 words for each sub-question (A, B, C)
c. Project Narrative	Text	Yes	Varies (see below)	Varies (see below)
i. New Mexico Administrator Connection	Text	Yes	20	300 words

ii. Understanding of the RH Data Hub Needs and Administrator Role	Text response	Yes	85	800 words
iii. Administrator Coordination and Implementation Approach	Text response	Yes	145	800 words
iv. Team, Subcontractors, and Role Separation	Text response	If applicable	60	600 words
v. Performance Management, Risk Management, and Reporting	Text response	Yes	70	1,500 words
vi. Transition and Knowledge Transfer	Text response	Yes	70	500 words
4. Administrator Workplan (Appendix H)	**Upload**	**Yes**	**100**	**Required Fields**
5. Cost Proposal (Appendix B)	**Upload + required Submittable fields**	**Yes**	**300**	**Required Fields**
a. Cost Proposal Summary	Excel workbook tab	Yes	75	Complete required budget table
b. Staffing Cost Summary	Excel workbook tab + text response	Yes	25	300 words
c. Administrative Cost Summary	Excel workbook tab + text response	Yes	25	300 words
d. CMS-Limited Cost Summary	Excel workbook tab + text response	Yes	25	400 words
e. Budget Narrative and Basis of Estimate	Text response	Yes	150	800 words; up to 5 supporting documents
6. Additional Uploads (Optional)	**Upload**	**Optional**	**n/a**	**Optional submission of up to 2 documents, not to exceed 10 pages each upload.**

Any Planning Estimate requested by HCA must be separately identified and must not be included as compensation to the Administrator. Provider HIE participation payments, incentives, related data-readiness activities, Subawards, and downstream technology implementation costs must not be incorporated into the Administrator's proposed fee.

The detailed requirements for each response are provided in Section III.C. The evaluation factors and points stated in Section V must correspond exactly to the organization and point allocations shown above.

C. PROPOSAL CONTENT DETAIL

Initial Information Form

The Initial Information Form collects basic information about the Lead Offeror, primary contacts, and required certifications. The information is required for administrative and eligibility purposes.

1. PROPOSAL SUMMARY

Detailed cost information must not be included in the Proposal Summary.

a. Proposal Summary

Provide a concise overview of the Offeror's qualifications and proposed approach to serving as the RH Data Hub Administrator, including:

1. Administration of HCA-approved provider HIE participation payments, incentives, and related data-readiness funding activities; and
2. Coordination and support of the development and HCA-directed execution of the RH Data Hub Strategy and Implementation Plan.

Summarize the major services, staffing approach, and anticipated administrative outcomes. The response must not propose a specific RH Data Hub technology product, architecture, or solution.

The summary may be used in public notices, award announcements, or other communications if the Offeror is selected.

2. MANDATORY BUSINESS SPECIFICATIONS

The Offeror must submit all required Mandatory Business Specifications. HCA will review these materials for completeness, responsiveness, financial stability, and Offeror responsibility.

Detailed budget information may be included only in the Cost Proposal, except for summary-level budget information specifically requested elsewhere in the application.

a. Signed Letter of Transmittal

The Offeror must upload a signed Letter of Transmittal using Appendix G. The form must be signed by an individual authorized to contractually obligate the Offeror.

Failure to submit a completed and signed form may result in the proposal being deemed nonresponsive.

b. Signed Campaign Contribution Disclosure Form

The Offeror must complete and upload an unaltered Campaign Contribution Disclosure Form using Appendix F. A signed form is required whether or not a reportable contribution has been made.

c. Financial Stability

The Offeror must provide all required Financial Stability materials.

i. Pending Lawsuits, Bankruptcy Proceedings, and Investigations

The Offeror must identify:

- Any pending lawsuit or bankruptcy proceeding;
- Any lawsuit or bankruptcy proceeding concluded within the past five years; and
- Any current investigation involving the Offeror, its parent organization, affiliates, or subsidiaries that may be relevant to the operation of the proposed project or the Offeror's ability to perform.

The Offeror must provide a brief description of each matter identified.

ii. Financial Statements and Evidence of Solvency

The Offeror must upload its most recent independently audited financial statements and financial statements for the preceding three years, if available. The submission must include, as applicable:

- Audit opinion;
- Balance sheet;
- Statements of income, retained earnings, and cash flows; and
- Notes to the financial statements.

The Offeror must also provide its most recent Form 10-K, if applicable.

If independently audited financial statements are not available, the Offeror must explain why and submit sufficient alternative information demonstrating financial stability and solvency, such as internally prepared financial statements, a D&B report, or comparable documentation.

HCA may request clarification or additional information as permitted under this RFP and applicable procurement requirements.

d. Response to Contract Terms and Conditions

The Offeror must indicate whether it accepts the General Requirements and Standard Contract Terms and Conditions included in Appendix E.

If the Offeror objects to any provision, it must identify the specific provision, propose alternative language, and explain the purpose and anticipated impact of the requested change. HCA is not obligated to accept any proposed exception.

e. Offeror's Additional Terms and Conditions

The Offeror must submit any additional terms and conditions it requests for inclusion in a resulting contract.

If no additional terms and conditions are requested, the Offeror may enter “Not applicable.”

3. TECHNICAL SPECIFICATION

The Technical Specification must provide sufficient information for HCA to evaluate the Lead Offeror’s qualifications, project design, implementation readiness, anticipated outcomes, sustainability, and alignment with RHDHA goals.

a. References

The Offeror must identify three organizational references for the Lead Offeror in accordance with Appendix C.

References should demonstrate the Lead Offeror’s relevant experience, performance under projects or contracts of similar scope or complexity, and ability to provide knowledgeable and experienced personnel.

Each identified reference will receive a notification from Submittable containing the required reference form. References must submit the completed form directly through Submittable by the deadline identified in Section II.A, Sequence of Events.

Reference responses will become part of the Offeror’s proposal. HCA may contact references to validate the information provided.

b. Organizational Overview, Qualifications, Experience, and Capacity

The Offeror must respond to each of the following:

i. Organizational Overview and Capacity

Describe the organization’s:

- Mission and primary services;
- Governance or leadership structure;
- Experience working with rural, frontier, or Tribal communities;
- Experience managing public funds or contracts;
- Financial management systems and internal controls;
- Staffing and operational capacity; and
- Experience complying with federal or State reporting requirements.

ii. Relevant Organizational Experience

Describe the Offeror’s experience implementing projects of similar scope or complexity, including relevant experience with one or more of the following:

- Rural health programs;

- Health information technology or health data planning;
- Grant or Subaward administration;
- Provider technical assistance;
- Stakeholder engagement and use-case development;
- Coordination with government agencies, enterprise technology teams, and existing solution vendors;
- Procurement or contract-development support; and
- Monitoring, reporting, and compliance.

iii. Key Personnel

Identify the key personnel expected to support the project and summarize each individual's:

- Proposed role;
- Education;
- Relevant work experience;
- Applicable certifications or licenses; and
- Qualifications demonstrating the ability to perform the proposed work.

c. Project Narrative

i. New Mexico Administrator Connection

Describe the Offeror's experience, relationships, and understanding of New Mexico's rural health and health information environment. Explain how these connections will support stakeholder engagement, RH Data Hub use-case development, provider HIE participation payments and related data-readiness activities, Subrecipient funding administration, and coordination with HCA, other state agencies, rural providers, Tribal communities, existing data and technology partners, and the HCA-designated ASO.

Focus on the Offeror's ability to administer and coordinate the initiative rather than proposing a specific technology solution.

ii. Understanding of the RH Data Hub Needs and Administrator Role

Describe the Offeror's understanding of:

- The goals of the RH Data Hub initiative;
- The health information technology and data challenges affecting New Mexico's rural, frontier, and Tribal providers;
- The two primary areas of Administrator responsibility;
- HCA's role in approving program priorities, funding decisions, architecture, procurements, recipients, and deliverables;

- The need to use and build upon HCA's existing enterprise architecture and technology investments; and
- The distinction between administering and coordinating the initiative and designing, developing, hosting, or operating the RH Data Hub technology solution.

Do not propose a specific technology architecture, platform, product, or downstream implementation vendor.
The response must align with the Project Workplan and Cost Proposal.

iii. Administrator Coordination and Implementation Approach
Describe how the Offeror will perform the required Administrator services, including its approach to:

- Contract mobilization and project management;
- Stakeholder engagement and use-case development;
- Assessment of existing capabilities, gaps, dependencies, and requirements;
- Development of the RH Data Hub Strategy and Implementation Plan;
- Coordination of HCA-directed execution of the approved plan;
- Administration of HCA-approved provider HIE participation payments, incentives, and related data-readiness funding activities;
- Applicant and recipient technical assistance;
- Monitoring of provider HIE participation funding recipients and Subrecipients, including expenditures, milestones, deliverables, and compliance;
- Coordination with HCA personnel and the HCA-designated ASO regarding agreement administration, fiscal review, payment processing, reconciliation, and related financial reporting, as well as coordination with other state agencies, existing HCA vendors, and separately selected implementation vendors;
- Identification and escalation of matters requiring HCA approval;
- Risk identification and mitigation; and
- Reporting and quality assurance.

Identify major phases, activities, milestones, responsible parties, dependencies, and decision points. The response must align with the Project Workplan and Cost Proposal.

iv. Team, Subcontractors, and Role Separation
Identify each proposed partner, subcontractor, consultant, or other entity that will assist the Lead Offeror in performing Administrator services.

Describe:

- Each entity's role and responsibilities;
- How coordination and communication will occur;
- How the Lead Offeror will oversee performance and compliance;
- How the proposed team supports the Administrator responsibilities; and
- How the Offeror will identify, disclose, and prevent organizational conflicts of interest.

Clearly distinguish proposed Administrator subcontractors from existing or future vendors that may perform downstream technology implementation.

The Lead Offeror must acknowledge that the Administrator, its affiliates, and its subcontractors will not compete for or receive downstream contracts, grants, Subawards, or other awards resulting from procurement or funding processes they develop, support, evaluate, administer, or oversee under the resulting Contract.

If the Offeror does not propose subcontractors, explain how it will provide the necessary capacity and expertise directly.

v. Performance Management and Reporting Approach

Describe the proposed approach to monitoring and reporting the Administrator's performance.

Address, as applicable:

- Administrative outputs and outcomes;
- Contract milestones and deliverables;
- Timeliness and quality measures;
- Provider HIE participation funding, Subrecipient monitoring, and ASO coordination measures;
- Stakeholder-engagement and planning measures;
- Data sources and validation methods;
- Reporting frequency;
- Responsible personnel;
- Risk and issue tracking; and
- How performance information will be used to support HCA oversight and continuous improvement.

Performance measures should focus on activities and results within the Administrator's responsibility. The Offeror will not be held responsible for technology outcomes controlled solely by HCA, Subrecipients, or separately contracted implementation vendors.

A separate performance-measures template is not required unless requested by HCA.

vi. Transition and Knowledge Transfer Plan

Describe how the Offeror will support continuity, knowledge transfer, and an orderly transition of Administrator responsibilities at the conclusion or termination of the Contract.

Address:

- Documentation of decisions, requirements, processes, procedures, and work products;
- Maintenance and transfer of program, provider HIE participation and related data-readiness funding, Subrecipient monitoring, and stakeholder records;
- Transfer of RH Data Hub Strategy and Implementation Plan materials;
- Knowledge transfer to HCA staff or a successor contractor;
- Continuity of active provider HIE participation and data-readiness funding activities, Subawards, procurements, and implementation coordination;
- Protection and transfer of HCA data and work products; and
- Identification and mitigation of transition risks.

This response does not require the Offeror to finance, design, develop, configure, integrate, license, host, maintain, or operate the RH Data Hub technology solution after the Contract ends.

4. ADMINISTRATOR WORKPLAN

Complete and upload the RHDHA Administrator Workplan Template provided in Appendix H.

The workplan must identify:

- Major goals for the Administrator's two primary areas of responsibility;
- Key tasks, activities, milestones, and deliverables;
- Responsible owners and participating entities;
- HCA review, approval, and decision points;
- The state fiscal-year quarter or quarters in which each activity will occur; and
- Significant dependencies, risks, and mitigation strategies.

The workplan must cover the anticipated Contract period from October 2026 through September 2027 using the following periods:

- SFY27 Q2: October–December 2026;
- SFY27 Q3: January–March 2027;

- SFY27 Q4: April–June 2027; and
- SFY28 Q1: July–September 2027.

Line items may be added or edited as needed to reflect the proposed Administrator services. The required columns and quarterly structure must be retained.

The workplan must align with the Project Narrative, Administrator Coordination and Implementation Approach, Cost Proposal, performance measures, and Transition and Knowledge Transfer Plan.

5. COST PROPOSAL

Complete and upload the RH Data Hub Administrator Cost Proposal Template provided through Submittable.

The Cost Proposal must include all Administrator Service Costs requested for the anticipated Contract period from October 2026 through September 2027. Provider HIE participation payments, incentives, related data-readiness activities, Subawards, and downstream technology implementation costs must not be included as compensation to the Administrator.

Any Planning Estimate requested by HCA for Programmatic or Downstream Implementation Costs must be clearly identified and presented separately from Administrator Service Costs. A Planning Estimate does not constitute an award, funding commitment, or authorization to incur costs.

a. Cost Proposal Summary

Complete the Cost Proposal Summary tab of the RH Data Hub Administrator Cost Proposal Template. Identify requested Administrator Service Costs by major cost category and state fiscal-year quarter.

The summary must be consistent with the Staffing Cost Summary, Administrative Cost Summary, CMS-Limited Cost Summary, and narrative responses submitted through Submittable.

b. Staffing Cost Summary

Complete the Staffing Cost Summary tab of the Cost Proposal Template. Identify total Personnel costs, Fringe Benefits costs, and estimated full-time equivalent staffing by State fiscal-year quarter.

In Submittable, describe:

1. The primary staffing roles that will be supported;
2. Whether staff will be newly hired, existing, contracted, or reassigned;
3. The assumptions used to estimate Personnel and Fringe Benefits costs; and
4. How the proposed staffing supports the Administrator services, workplan, deliverables, and timeline.

Detailed position-level salaries, hourly rates, and individual allocations are not required with the proposal.

c. Administrative Cost Summary

Complete the Administrative Cost Summary tab of the Cost Proposal Template. Separately identify Direct Administrative Costs, Shared or Mixed-Function Costs, and Indirect Costs by state fiscal-year quarter.

In Submittable:

1. Describe the administrative functions supported by the proposed costs;
2. Explain how Direct Administrative Costs were estimated;
3. Identify the basis for any proposed Indirect Cost rate;
4. Explain the allocation of Shared or Mixed-Function Costs; and
5. Confirm that no cost is charged both directly and indirectly.

Proposed costs must comply with the 10% Contract-level Administrative Cost limitation established in Section IV.C.

d. CMS-Limited Cost Summary

Complete the CMS-Limited Cost Summary tab of the RH Data Hub Administrator Cost Proposal Template. Identify any proposed Administrator Service Cost that may be subject to a CMS limitation, restriction, or prior-approval requirement.

Provider HIE participation payments, incentives, related data-readiness activities, Subawards, equipment for funding recipients, capital expenditures, electronic health record replacement, and downstream technology implementation costs must not be included as Administrator Service Costs. If HCA requires a Planning Estimate for such costs, identify it separately and explain its purpose, basis of estimate, and applicable approval requirements.

CMS-limited Administrator Service Costs must also be included in the appropriate category on the Cost Proposal Summary tab and must not be counted twice.

e. Budget Narrative and Basis of Estimate

Complete the Budget Narrative and Basis of Estimate responses in Submittable.

The response must:

1. Describe the primary costs included in each major budget category;
2. Explain how the budget aligns with the Administrator services, workplan, staffing, timeline, deliverables, and performance measures;
3. Explain the assumptions and methods used to estimate significant costs;
4. Identify significant, unusual, one-time, or variable costs;
5. Identify costs that may require HCA or CMS prior approval;

6. Explain how the proposed costs are reasonable and proportionate to the level of effort and Administrator services proposed; and
7. Clearly distinguish Administrator Service Costs from Programmatic or Pass-Through Costs and Downstream Implementation Costs.

The Offeror may upload supporting documentation through Submittable when needed to support significant proposed costs. Supporting documents must be listed on the Supporting Documents Index tab of the Cost Proposal Template.

A detailed line-item budget is not required with the proposal. The Offeror selected for award will be required to submit a detailed line-item budget and supporting cost documentation during contract development.

Submission or evaluation of a proposed cost does not constitute approval. HCA retains final authority to classify proposed costs, determine cost allowability and reasonableness, require supporting documentation, and approve the final Contract budget.

6. ADDITIONAL UPLOADS (OPTIONAL)

Optional submission of up to 2 documents, not to exceed 10 pages each upload.

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

The Contractor shall serve as the Administrator of the RH Data Hub initiative. The Administrator will support two primary areas of work:

1. Administration of HCA-approved provider HIE participation payments, incentives, and related data-readiness funding activities; and
2. Coordination and support of the development and HCA-directed execution of the RH Data Hub Strategy and Implementation Plan.

The Administrator shall provide program administration, planning, coordination, monitoring, and reporting services. This procurement does not authorize the Administrator to design, develop, configure, integrate, license, host, maintain, or operate the RH Data Hub technology solution.

HCA retains final authority over program priorities, funding frameworks, eligibility requirements, recipients, award amounts, payments, enterprise architecture, technical requirements, procurements, vendor selection, budgets, material deliverables, and acceptance of work. Recommendations made by the Administrator are advisory unless expressly approved by HCA in writing.

The successful Offeror's proposal, as revised and approved by HCA during contract development, will inform the final Scope of Work, workplan, budget, performance measures, deliverables, reporting requirements, and compliance obligations.

The Contractor shall perform the following services:

1. **Establish Program Administration and Project Management.** Develop and maintain an integrated project-management structure for the two primary areas of work. Manage approved activities, staffing, schedules, dependencies, risks, budgets, and deliverables. Establish processes for communication, decision tracking, issue escalation, quality assurance, and HCA review and approval.
2. **Administer Provider HIE Participation and Related Data-Readiness Funding Activities.** Under HCA direction:
   - Support development of funding priorities, eligibility requirements, eligible activities, application or payment-request materials, review processes, recipient documentation, and recipient requirements;
   - Coordinate outreach and technical assistance for potential applicants and recipients;
   - Conduct administrative and programmatic reviews and provide recommendations to HCA;
   - Support HCA's recipient-selection and approval processes without independently selecting recipients or determining payment or award amounts;
   - Coordinate agreements, fiscal reviews, and payment processing with HCA and any HCA-designated ASO;
   - Monitor recipient performance, expenditures, milestones, deliverables, and compliance; and
   - Coordinate corrective action, reporting, reconciliation, and closeout activities.

   Funding under this workstream must be limited to HCA-approved provider HIE participation and related data-readiness purposes. It may not be used for general EHR acquisition or replacement, standalone cybersecurity projects, telehealth equipment, or unrelated provider technology investments unless separately approved by HCA and CMS, when required.
3. **Coordinate Stakeholder Engagement and Use-Case Development.** Engage HCA divisions, other state agencies, rural providers, Tribal communities, subject-matter experts, existing technology partners, and other stakeholders identified by HCA. Document stakeholder needs, priorities, workflows, proposed use cases, and requirements for HCA review.
4. **Develop the RH Data Hub Strategy and Implementation Plan.** Work with HCA's program and technical leadership to assess existing capabilities, identify gaps, and develop an actionable Strategy and Implementation Plan. The plan must:
   - Build upon HCA's existing enterprise architecture and technology investments, including the Systems Integration Platform, the HTS Data Services data lake and associated data models, the MMISR systems-integration toolset supported by KPMG and Spruce, and relevant Department of Health data infrastructure;
   - Identify required modifications, expansions, additions, integrations, and dependencies;
   - Address data governance, privacy, security, interoperability, access, and appropriate use;
   - Define recommended phases, requirements, milestones, decision points, estimated costs, procurement needs, risks, and performance measures; and

- Clearly distinguish existing capabilities from new investments recommended for HCA consideration.

The Strategy and Implementation Plan is subject to HCA review and approval.

5. **Coordinate HCA-Directed Execution of the Approved Plan.** Following HCA approval of the Strategy and Implementation Plan:
   - Coordinate implementation activities performed by existing HCA vendors, HCA-approved recipients, and separately procured technology vendors;
   - Develop or support statements of work, requirements, planning estimates, procurement documents, contract amendments, or work orders as directed by HCA;
   - Maintain integrated schedules and track budgets, dependencies, risks, vendor performance, and deliverables;
   - Coordinate technical review, testing, validation, and acceptance activities led by HCA or its designated technical representatives; and
   - Elevate issues and decisions requiring HCA action.

   Actual technology design, development, configuration, integration, hosting, maintenance, and operation shall remain the responsibility of HCA and the applicable technology or solution vendors.

5. **Coordinate Partners and Related Initiatives.** Coordinate with HCA personnel, other state agencies, Subrecipients, providers, Tribal entities, contractors, and other RHT Program initiatives as directed by HCA. The Administrator shall avoid duplication and promote alignment across related activities.
6. **Monitor Performance, Funding, and Compliance.** Track and report progress against the approved workplan, budget, milestones, deliverables, performance measures, and funding requirements. Maintain appropriate financial controls and supporting documentation and promptly identify delays, risks, compliance concerns, or performance issues requiring HCA attention.
7. **Submit Reports and Maintain Records.** Submit required programmatic, financial, performance, implementation, monitoring, and closeout reports in the format and timeframe established by HCA. Maintain complete records sufficient for HCA and CMS oversight, audit, evaluation, corrective action, and closeout.
8. **Support Transition and Knowledge Transfer.** Maintain current documentation of decisions, requirements, processes, funding activities, stakeholder engagement, risks, and deliverables. At HCA's direction, transfer records, work products, and operational knowledge to HCA or a successor contractor and support continuity of active funding and implementation-coordination activities.

The Administrator may perform authorized planning and administrative services directly or through HCA-approved subcontractors. The Administrator, its affiliates, and its subcontractors shall not compete for or receive downstream contracts, grants, Subawards, or other awards resulting from procurement or funding processes they develop, support, evaluate, administer, or oversee under the resulting Contract.

B. FUNDING RESTRICTIONS

Administrator Service Costs and any Programmatic, Pass-Through, or Downstream Implementation Costs administered or coordinated under the Contract must comply with HCA and CMS requirements. The Administrator may not incur, obligate, award, transfer, or authorize Program Funds without prior written authorization from HCA.

Funds may not be used for:

1. General operating support, unrestricted subsidies, or costs unrelated to the approved Administrator services or an HCA-approved program activity.
2. Administrator costs incurred before the effective date of the Contract or other costs incurred before receiving any required HCA or CMS approval.
3. Costs not included in an HCA-approved budget, workplan, Subaward, contract, work order, or other written authorization.
4. Costs that duplicate or supplant existing funding or replace another available payment or reimbursement source.
5. Matching requirements, intergovernmental transfers, certified public expenditures, or other expenditures used to finance a required nonfederal share.
6. Services, equipment, supports, accommodations, or other costs that are the legal responsibility of another party under federal, state, Tribal, or civil-rights law.
7. New construction, building expansion, the purchase of land or buildings, significant retrofitting, cosmetic improvements, or other prohibited capital expenditures.
8. Lobbying or activities intended to influence legislation, appropriations, regulations, administrative actions, or executive orders.
9. Independent research and development costs, including the applicable share of Indirect Costs.
10. Covered telecommunications or video-surveillance equipment or services prohibited under 2 C.F.R. § 200.216.
11. Financial assistance to households for broadband installation or monthly internet expenses.
12. Meals, except when specifically approved as part of an allowable program activity or included within allowable travel.
13. Provider HIE participation payments, incentives, related data-readiness activities, Subawards, or Downstream Implementation Costs included or treated as compensation, revenue, or fees payable to the Administrator.
14. Administrator compensation calculated automatically as a percentage of Program Funds, Subawards, provider payments, or Downstream Implementation Costs.
15. Technology design, development, configuration, integration, licensing, hosting, maintenance, or operations performed by the Administrator or its affiliates unless separately authorized by HCA in a manner consistent with the role-separation and conflict-of-interest requirements of this RFP.
16. Any other cost prohibited by CMS, HCA, applicable law, 2 C.F.R. Part 200, 2 C.F.R. Part 300, or the resulting Contract.

This section does not independently authorize any provider HIE participation payment, incentive, related data-readiness activity, Subaward, or Downstream Implementation Cost. HCA will establish the applicable eligibility, documentation, funding, approval, and payment requirements through separate guidance, funding agreements, procurement documents, or written instructions.

HCA retains final authority to classify costs, determine allowability and reasonableness, require supporting documentation, and approve or disallow proposed or incurred costs. CMS retains its applicable federal oversight and approval authority.

C. BUDGET REQUIREMENTS

Offerors must submit a Cost Proposal in accordance with Section III.C.5. The Cost Proposal must include only the Administrator Service Costs requested to perform the services described in this RFP. The proposed budget must align with the Administrator Workplan, staffing plan, proposed approach, deliverables, performance measures, and Transition and Knowledge Transfer Plan. It must separately identify Direct Administrator Service Costs, Shared or Mixed-Function Costs, Indirect Costs, and any costs subject to CMS limitations or prior-approval requirements.

Any HCA-requested Planning Estimate for Programmatic, Pass-Through, or Downstream Implementation Costs must be clearly identified and presented separately. Such costs may not be included in the Administrator's compensation, and their inclusion in a proposal does not authorize the Administrator to incur, obligate, award, or expend those funds.

HCA will evaluate Cost Proposals for completeness, reasonableness, feasibility, internal consistency, alignment with the proposed level of effort, and compliance with applicable requirements. Cost Proposals will not be evaluated using a lowest-cost formula.

The selected Offeror must complete the detailed budget review and approval process described in Section IV.E, Budget Approval and Financial Administration. HCA may negotiate or require clarification, reclassification, reduction, removal, deferral, or realignment of proposed costs before approving the final Contract budget.

To support HCA's compliance with the statewide CMS Administrative Cost limitation, HCA establishes a Contract-level Administrative Cost limit for this procurement. Total Administrative Costs—including Direct Administrative Costs, the administrative portion of Shared or Mixed-Function Costs, and Indirect Costs—must not exceed 10% of Total Administrator Service Costs.

The 10% limitation is a maximum and does not establish or guarantee an Administrator fee or allowance. HCA retains final authority to classify proposed and incurred costs and determine compliance with the limitation.

Selection for award does not guarantee approval of the proposed budget, any individual cost, or any Programmatic or Downstream Implementation funding amount.

D. REPORTING AND MONITORING REQUIREMENTS

The Contractor shall comply with all reporting and monitoring requirements established by HCA and incorporated into the final Contract. HCA may adjust the required format, content, and frequency based on program needs, federal requirements, funding, performance, and risk.

At a minimum, the Contractor shall:

1. Submit programmatic and financial reports at least quarterly, or more frequently as directed by HCA.
2. Report progress against the approved Administrator Workplan, milestones, deliverables, budget, performance measures, and timelines for both primary areas of responsibility.
3. Report separately on Administrator Service Costs and any Programmatic, Pass-Through, or Downstream Implementation Costs administered or monitored under the Contract.
4. Report on provider HIE participation and related data-readiness funding activities, including outreach, applications or payment requests, technical assistance, HCA-approved recipients and payment or incentive amounts, funding status, recipient expenditures, milestones, deliverables, compliance concerns, corrective actions, reconciliation, and closeout.
5. Report on development and HCA-directed execution of the RH Data Hub Strategy and Implementation Plan, including stakeholder engagement, use cases, requirements, identified gaps, recommendations, HCA decisions, dependencies, risks, and implementation-coordination activities.
6. Maintain documentation supporting activities, expenditures, recommendations, approvals, decisions, monitoring conclusions, and reported results.
7. Participate in HCA check-ins, monitoring reviews, site visits, audits, evaluations, corrective-action activities, and other oversight activities as required.
8. Respond timely to requests for information or documentation from HCA, CMS, auditors, evaluators, or other authorized oversight entities.
9. Promptly notify HCA of material risks, delays, budget concerns, compliance concerns, performance issues, organizational conflicts of interest, or proposed changes involving scope, staffing, subcontractors, funding activities, or implementation.
10. Maintain current risk, issue, decision, and action-item logs and promptly elevate matters requiring HCA direction or approval.
11. Participate in required coordination and learning activities and support final reporting, transition, knowledge transfer, and Contract closeout.

Reporting on downstream technology implementation shall address the Administrator's coordination and oversight activities. It shall not make the Administrator responsible for technical work or outcomes controlled by HCA, Subrecipients, existing HCA vendors, or separately contracted technology vendors.

E. BUDGET APPROVAL AND FINANCIAL ADMINISTRATION

Subrecipient funding, provider HIE participation payments and incentives, related data-readiness funding, and other Programmatic or Pass-Through Costs will be budgeted and administered outside the RH Data Hub Administrator Contract. These funds may not be included in the Administrator's compensation.

HCA may require the Administrator to coordinate agreement-administration and payment functions through an HCA-designated Administrative Services Organization ("ASO"). As directed by HCA, the ASO may:

- Administer provider participation or payment agreements, Subaward agreements, and related financial documentation;
- Conduct required fiscal and payment reviews;
- Process HCA-approved payments;
- Track and reconcile provider and Subrecipient funds and expenditures; and
- Support financial monitoring, audit, reporting, and closeout.

The Administrator shall coordinate with HCA and the ASO, as directed, but shall not take custody of or directly disburse provider or Subrecipient funds. The Administrator's responsibilities may include:

- Supporting development of funding priorities, eligibility requirements, application or payment-request materials, and recipient requirements;
- Providing applicant and recipient technical assistance;
- Conducting administrative and programmatic reviews and providing recommendations to HCA;
- Supporting development of HCA-approved agreements, scopes of work, budgets, milestones, deliverables, and performance measures;
- Monitoring programmatic performance, expenditures, milestones, deliverables, and compliance;
- Verifying completion of applicable requirements and providing payment recommendations to HCA; and
- Reconciling programmatic and performance information with fiscal information maintained by the ASO.

HCA retains final authority over funding priorities, eligibility requirements, recipients, payment or award amounts, agreement and Subaward terms, payments, budget changes, corrective actions, suspensions, terminations, and closeout decisions. The ASO may process a payment only after receiving the approvals required by HCA. If HCA does not use the ASO for a particular funding activity, the Administrator shall coordinate payment functions through another mechanism approved by HCA.HCA may require the Administrator's proposed costs to be clarified, reclassified, reduced, removed, deferred, or realigned before approving the final Contract budget. Selection for award does not constitute approval of the proposed budget or any individual cost.

Following Contract execution, the Administrator shall invoice only for allowable and authorized Administrator services, maintain documentation supporting those costs, and obtain prior written HCA approval for material budget changes, cost reclassifications, or expenditures requiring state or federal approval.

V. EVALUATION

A. EVALUATION POINT SUMMARY

Proposals will be reviewed using the following evaluation framework. HCA will not evaluate proposals based solely on lowest cost and will not award points merely because an Offeror proposes the lowest price.
Cost Proposals will be evaluated for completeness, reasonableness, allowability, feasibility, internal consistency, and alignment with the proposed Administrator services, staffing, workplan, deliverables, and performance measures. HCA will also evaluate whether the Offeror clearly distinguishes Administrator Service Costs from Programmatic, Pass-Through, and Downstream Implementation Costs.

Section	Score Available
1. Administrator Summary	Not scored
2. Mandatory Business Specifications	
a. Signed Letter of Transmittal (Appendix G)	Pass/Fail
b. Signed Campaign Contribution Disclosure Form. (Appendix F)	Pass/Fail
c. Financial Stability i. Pending lawsuits/bankruptcy ii. Financial Statements (solvency)	Pass/Fail
d. Response to Contract Terms and Conditions (Appendix E)	Pass/Fail
e. Offeror's additional terms and conditions, if applicable.	Not scored
3. Technical Specification	**550 Total Points**
a. References (Appendix C)	50
b. Organizational Overview, Qualifications, Experience, and Capacity	50
c. Administrator Approach Narrative	***450 total points***
i. New Mexico Administrator Connection	20
ii. Understanding of the RH Data Hub Needs and Administrator Role	85
iii. Administrator Coordination and Implementation Approach	145
iv. Team, Subcontractors, and Role Separation	60
v. Performance Management and Reporting Approach	70
vi. Transition and Knowledge Transfer Plan	70
4. Administrator Workplan (Appendix H)	**100**
5. Cost Proposal (Appendix B)	**300**
a. Cost Proposal Summary	75
b. Staffing Cost Summary	25
c. Administrative Cost Summary	25
d. CMS-Limited Cost Summary	25
e. Budget Narrative and Basis of Estimate	150

TOTAL POSSIBLE POINTS	**950**
Optional In-Person Presentation (if held)	**50**
MAXIMUM TOTAL POINTS, if presentations are held	**1,000**

B. EVALUATION FACTORS

1. Proposal Summary – Not Scored

The Proposal Summary will be reviewed for completeness and consistency with the proposal but will not receive evaluation points.

2. Mandatory Business Specifications – Pass/Fail

HCA will review the following required materials for completeness, responsiveness, financial stability, and Offeror responsibility:

a. Signed Letter of Transmittal;
b. Signed Campaign Contribution Disclosure Form;
c. Financial Stability materials, including pending lawsuits or bankruptcy information and financial statements;
d. Response to Contract Terms and Conditions; and
e. Offeror's Additional Terms and Conditions, if applicable.

Failure to satisfy a mandatory requirement may result in the proposal being deemed non-responsive.

3. Technical Specifications – 550 Points

Technical Specifications will be evaluated based on the Lead Offeror's qualifications and capacity and the strength, feasibility, and readiness of its proposed approach to performing the administrative, planning, funding-coordination, monitoring, and reporting services required by this RFP.

a. References — 50 Points

References will be evaluated based on the information provided through the Organizational Reference Questionnaire, including the Lead Offeror's:

- Relevant experience and demonstrated capacity;
- Quality and timeliness of prior performance;
- Knowledge, expertise, and staffing;
- Communication, responsiveness, and collaboration;
- Administrative, financial, and compliance performance; and
- Overall reliability and ability to perform similar work.

HCA may verify reference information and may consider the absence of required reference responses when evaluating this section.

b. Organizational Overview, Qualifications, Experience, and Capacity — 50 Points

Evaluators will consider whether the Lead Offeror:

- Demonstrates relevant organizational experience and qualifications;
- Has experience administering or coordinating programs of similar scope or complexity;
- Demonstrates experience serving rural, frontier, or Tribal communities;
- Has appropriate governance, leadership, staffing, and operational capacity;
- Demonstrates the ability to manage public funds, contracts, reporting, and compliance requirements;
- Maintains appropriate financial management systems and internal controls; and
- Identifies key personnel with relevant knowledge, experience, qualifications, and clearly defined roles.

c. Project Narrative — 450 Points

The Project Narrative will be evaluated based on the following components:

i. New Mexico Administrator Connection — 20 Points

Evaluators will consider whether the proposal:

- Demonstrates an understanding of New Mexico's rural health and health-information environment;
- Identifies relevant experience and relationships that will support effective stakeholder engagement;
- Demonstrates the ability to work with HCA, other state agencies, rural providers, Tribal communities, and existing data and technology partners; and
- Focuses on administration and coordination rather than proposing a technology solution.

ii. Understanding of the RH Data Hub Needs and Administrator Role — 85 Points

Evaluators will consider whether the Offeror:

- Demonstrates a clear understanding of the RH Data Hub initiative and its two primary areas of Administrator responsibility;
- Understands the health-information technology and data challenges affecting rural, frontier, and Tribal providers;
- Recognizes HCA's authority over funding, recipients, architecture, procurements, vendors, budgets, and deliverables;
- Understands how the Administrator may be required to coordinate with an HCA-designated ASO for agreement administration and payment functions related to HCA-approved provider HIE participation payments and incentives, related data-readiness funding, and Subrecipient funding;
- Recognizes the requirement to build upon HCA's existing enterprise architecture and technology investments; and
- Clearly distinguishes Administrator services from downstream technology design, development, integration, hosting, maintenance, and operations.

iii. Administrator Coordination and Implementation Approach — 145 Points

Evaluators will consider whether the proposal:

- Presents a clear and feasible approach to both primary areas of Administrator responsibility;
- Identifies major phases, activities, milestones, responsible parties, dependencies, and HCA decision points;

- Presents an effective approach to stakeholder engagement, use-case development, capability assessment, and development of the RH Data Hub Strategy and Implementation Plan;
- Presents an effective approach to administering HCA-approved provider HIE participation payments and incentives, related data-readiness funding, and Subrecipient funding, including applicant and recipient assistance, monitoring, and coordination with HCA and the ASO, as directed;
- Explains how the Offeror will coordinate HCA-directed execution through existing HCA vendors and separately selected technology vendors;
- Includes appropriate project-management, oversight, quality-assurance, and issue-escalation processes;
- Identifies significant risks and practical mitigation strategies;
- Demonstrates readiness and sufficient operational capacity; and
- Aligns with the Administrator Workplan and Cost Proposal.
-

iv. Team, Subcontractors, and Role Separation — 60 Points

Evaluators will consider whether the proposal:

- Clearly identifies the roles and responsibilities of the Lead Offeror and each proposed subcontractor, consultant, or partner;
- Demonstrates that the proposed team has the capacity and expertise required to perform the Administrator services;
- Explains how coordination, oversight, accountability, and compliance will be managed;
- Clearly distinguishes Administrator subcontractors from downstream technology vendors;
- Identifies appropriate organizational-conflict-of-interest protections; and
- Acknowledges and appropriately addresses the prohibition against competing for or receiving downstream work resulting from processes the Administrator develops, supports, evaluates, administers, or oversees.

An Offeror will not be penalized solely because it does not propose subcontractors if it demonstrates sufficient internal capacity to perform the work.

v. Performance Management and Reporting Approach — 70 Points

Evaluators will consider whether the proposal:

- Identifies meaningful and measurable Administrator outputs, outcomes, milestones, and performance measures;
- Includes appropriate measures for administering HCA-approved provider HIE participation payments and incentives, related data-readiness funding, monitoring Subrecipients and other funding recipients, stakeholder engagement, planning, and coordination with the ASO and applicable implementation vendors;
- Identifies appropriate data sources, validation methods, reporting frequency, and responsible personnel;
- Includes effective risk, issue, decision, and corrective-action tracking;

- Explains how performance information will support HCA oversight and continuous improvement; and
- Appropriately limits the Administrator's accountability to activities and results within its responsibility.

vi. Transition and Knowledge Transfer Plan — 70 Points

Evaluators will consider whether the proposal:

- Provides for complete documentation of decisions, requirements, processes, procedures, and work products;
- Addresses transfer of program, funding, monitoring, stakeholder, and Strategy and Implementation Plan records;
- Provides for effective knowledge transfer to HCA or a successor contractor;
- Supports continuity of active Subawards, funding activities, procurements, and implementation coordination;
- Addresses the protection and transfer of HCA data and records; and
- Identifies significant transition risks and reasonable mitigation strategies.

The Transition and Knowledge Transfer Plan will not be evaluated as a commitment by the Offeror to finance, develop, host, maintain, or operate the RH Data Hub technology solution after the Contract ends.

4. Administrator Workplan (Appendix H) — 100 Points

Evaluators will consider whether the Administrator Workplan:

- Addresses both primary areas of Administrator responsibility;
- Clearly identifies tasks, activities, milestones, and deliverables;
- Identifies responsible owners, participating entities, and HCA approval or decision points;
- Presents realistic timing across the four Contract quarters;
- Appropriately identifies dependencies, risks, and mitigation strategies;
- Reflects appropriate coordination with HCA, provider HIE participation and data-readiness funding recipients, Subrecipients, applicable technology vendors, and the ASO when directed by HCA; and
- Aligns with the Project Narrative, Cost Proposal, performance measures, and Transition and Knowledge Transfer Plan.

5. Cost Proposal — 300 Points

Cost Proposals will be evaluated based on the Administrator services proposed. Provider HIE participation payments and incentives, related data-readiness funding, Subrecipient funding, and Downstream Implementation Costs will not be evaluated as compensation to the Administrator.

HCA will not use a lowest-cost formula or automatically assign the highest score to the Offeror proposing the lowest price. Evaluators will consider completeness, internal consistency, reasonableness, necessity, allowability, feasibility, cost-effectiveness, and overall value.

a. Cost Proposal Summary — 75 Points

Evaluators will consider whether:

- The Administrator Service Cost proposal is complete and internally consistent;
- Costs are presented in the appropriate categories and Contract periods;
- The budget reflects the resources necessary to perform the proposed Administrator services;
- Subrecipient funding and Downstream Implementation Costs are excluded from Administrator compensation;
- Any HCA-requested Planning Estimates are separately identified;
- Amounts are consistent with the other Cost Proposal responses; and
- The proposed timing of expenditures is reasonable.

b. Staffing Cost Summary — 25 Points

Evaluators will consider whether:

- Proposed Personnel and Fringe Benefits costs are appropriate;
- Staffing levels are sufficient to perform the proposed work;
- Staffing roles and assumptions are clearly explained;
- Staffing aligns with the proposed approach and workplan; and
- The staffing structure is reasonable and feasible.

c. Administrative Cost Summary — 25 Points

Evaluators will consider whether:

- Direct Administrative Costs, Shared or Mixed-Function Costs, and Indirect Costs are separately and accurately identified;
- Proposed costs are necessary and proportionate to the Administrator services;
- Shared or Mixed-Function Costs are allocated using a reasonable methodology;
- The proposed Indirect Cost methodology is adequately explained;
- Costs are not charged both directly and indirectly; and
- Proposed costs comply with applicable limitations.

HCA retains final authority to classify proposed costs.

d. CMS-Limited Cost Summary — 25 Points

Evaluators will consider whether:

- Administrator Service Costs subject to CMS limits, restrictions, or prior approval are clearly identified;
- Any requested Planning Estimates are separately identified and not included in Administrator compensation;
- Applicable costs are consistent with the Cost Proposal Summary;
- The Offeror demonstrates awareness of applicable CMS requirements;
- Costs are not double-counted; and
- Supporting information is sufficient to evaluate the estimate.

An Offeror will not be penalized solely because it does not propose CMS-limited Administrator Service Costs.

e. Budget Narrative and Basis of Estimate — 150 Points

i. Budget Alignment and Feasibility — 50 Points

Evaluators will consider whether:

- The proposed budget aligns with the Administrator services, workplan, staffing, timeline, deliverables, and performance measures;
- The proposed costs and timing reflect the anticipated sequence and level of effort;
- The proposed resources are sufficient to perform the Administrator responsibilities;
- Significant dependencies and one-time or variable costs affecting budget feasibility are identified; and
- The budget is internally consistent with the proposed approach and workplan.

ii. Reasonableness and Support for Proposed Costs — 50 Points

Evaluators will consider whether:

- The assumptions and methods used to estimate significant costs are clear and reasonable;
- Proposed costs are adequately supported by anticipated quantities, rates, levels of effort, market information, historical experience, or another reasonable basis of estimate;
- Proposed costs are necessary and proportionate to the Administrator services;
- Significant, unusual, one-time, or variable costs are identified and adequately explained;
- Costs appear allowable and properly allocated based on the information provided; and
- Supporting information is sufficient to evaluate the proposed costs.

iii. Cost-Effectiveness and Overall Value — 50 Points

Evaluators will consider whether:

- The proposed costs represent reasonable value in relation to the scope, complexity, schedule, and level of effort;
- The proposed staffing structure and use of subcontractors appropriately balance expertise, capacity, and cost;
- The approach avoids unnecessary duplication and appropriately uses existing HCA resources, systems, vendors, and investments;
- The Offeror identifies reasonable efficiencies, cost controls, or other measures to support responsible use of public funds; and
- The overall Cost Proposal supports effective and timely performance of the Administrator services..

6. Optional In-Person Presentation — 50 Points

HCA may invite selected Finalists to participate in an oral presentation and question-and-answer session. HCA may conduct the presentation in person or virtually.

If presentations are held, all invited Finalists will receive substantially the same instructions, time allocation, and pre-provided questions. HCA may also ask proposal-specific or follow-up questions necessary to clarify a proposal.

a. Responsiveness to Evaluation Committee Questions — 30 Points
Evaluators will consider whether the Finalist's responses:

- Are complete, clear, relevant, and responsive;
- Demonstrate an understanding of the Administrator role, the two primary workstreams, HCA's authority, and the ASO's funding-administration role;
- Address identified questions, concerns, risks, or areas requiring clarification;
- Are consistent with the submitted proposal; and
- Demonstrate readiness and capacity to perform the Administrator services.

b. Overall Presentation — 20 Points
Evaluators will consider whether the Finalist's responses:

- Are complete, clear, relevant, and responsive;
- Demonstrate an understanding of the Administrator role, the two primary workstreams, HCA's authority, and the ASO's funding-administration role;
- Address identified questions, concerns, risks, or areas requiring clarification;
- Are consistent with the submitted proposal; and
- Demonstrate readiness and capacity to perform the Administrator services.

C. EVALUATION PROCESS

The evaluation process may include the following phases:

1. **Phase 1: Mandatory Business Specification Review.** HCA will review proposals for timely submission, completeness, required forms, Mandatory Business Specifications, and other threshold requirements. Proposals that do not satisfy mandatory requirements may be deemed nonresponsive and removed from further consideration.

2. **Phase 2: Technical Specification and Workplan Evaluation.** Responsive proposals will be reviewed and scored based on the Technical Specification and Project Workplan evaluation factors identified in Section V.B.

3. **Phase 3: Cost Proposal Evaluation.** HCA will review and score Cost Proposals for completeness, internal consistency, reasonableness, necessity, allowability, feasibility, administrative cost compliance, cost-effectiveness, overall value, and alignment with the proposed project and workplan. Cost Proposals will not be evaluated using a lowest-cost formula.

4. **Phase 4: Written Proposal Scoring and Selection of Finalists.** HCA will total the Technical Specification, Project Workplan, and Cost Proposal scores. The Evaluation Committee may identify Finalists for further consideration based on written proposal scores and other considerations permitted under this RFP.

5. **Phase 5: Optional In-Person Presentations.** HCA may invite selected Finalists to participate in an in-person presentation and question-and-answer session. If presentations are held, each Finalist may receive up to 50 additional points in accordance with Section V.B.6.

6. **Phase 6: Best and Final Offers, if Requested.** HCA may request a Best and Final Offer from selected Finalists. HCA will provide written instructions identifying the proposal components that may or must be revised.

   A Best and Final Offer will not receive a separate point allocation. Revised information will replace or supplement the corresponding portion of the Finalist's proposal and may be evaluated or rescored under the applicable evaluation factors. Finalists may not revise proposal components that HCA has not authorized for revision.

7. **Phase 7: Final Scoring and Evaluation Committee Recommendation.** If presentations are not held, the maximum available score will be 950 points. If presentations are held, presentation scores will be added to the written proposal scores for a maximum available score of 1,000 points. Any authorized rescoring resulting from a Best and Final Offer will be incorporated into the Finalist's final score.

   The Evaluation Committee will prepare its recommendation based on the completed evaluation process.

   8. Phase 8: Award. HCA intends to select one Offeror to serve as the RH Data Hub Administrator. Award will be made to the Responsible Offeror whose proposal is determined to be most advantageous to the State, based on the evaluation factors and requirements established in this RFP.

   Award is subject to successful completion of any required discussions or negotiations, agreement on the final Scope of Work and budget, verification of Offeror responsibility, availability of funds, required approvals, and execution of the resulting Contract.

The following appendices are incorporated into and made part of this RFP. Appendices that require completion will be made available through Submittable and must be completed and submitted in accordance with the instructions provided in the application portal and this RFP.

APPENDIX A: OFFEROR ASSURANCES AND CERTIFICATIONS

By submitting a proposal, the Offeror certifies that it is authorized to submit the proposal, enter into a contract with the New Mexico Health Care Authority ("HCA"), receive payment for services performed under the Contract, and make the following certifications on behalf of the Offeror:

i. **Accuracy and Completeness.** The information submitted in the proposal is true, accurate, and complete to the best of the Offeror's knowledge.

ii. **Eligibility and Responsibility.** The Offeror is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal or State programs. The Offeror has disclosed all matters required by this RFP that may affect its responsibility, financial stability, or ability to perform the Contract.

iii. **Compliance with Requirements.** The Offeror has reviewed and will comply with this RFP, its appendices, the resulting Contract, applicable federal and State laws and regulations, 2 CFR Part 200, the CMS Rural Health Transformation Program requirements, and applicable HCA directives.

iv. **Conflicts of Interest and Role Separation.** The Offeror has disclosed all actual, potential, or perceived conflicts of interest and will comply with the organizational conflict-of-interest, role-separation, and downstream-participation restrictions established by this RFP and the resulting Contract.

v. **Subcontractor Compliance.** The Offeror will ensure that its approved subcontractors, consultants, and partners comply with all applicable federal, State, HCA, RFP, and Contract requirements. The Offeror acknowledges that it remains fully responsible for the performance and compliance of its subcontractors.

vi. **Allowable Costs, Other Funding, and Non-Duplication.** Costs charged under the resulting Contract will be necessary, reasonable, allocable, properly documented, included in the HCA-approved budget, and allowable under applicable requirements. The Offeror has disclosed any other federal, State, local, private, donated, or reimbursement resources that may support the same Administrator services or costs. No cost will be charged to or reimbursed by more than one grant, contract, award, payer, or funding source. RHT Program funds will not replace another available funding or reimbursement source or satisfy a required match or non-federal share obligation unless expressly authorized by HCA and allowable under applicable requirements. The Offeror will promptly notify HCA if another funding or reimbursement source becomes available for the same activities or costs.

vii. **Financial Management and Records.** The Offeror will maintain financial management systems, internal controls, records, and supporting documentation sufficient to comply with applicable reporting, monitoring, audit, record-retention, corrective-action, and closeout requirements.

viii. **Material Changes.** The Offeror will promptly notify HCA of any material change affecting its proposal, eligibility, responsibility, financial stability, conflicts of interest, key personnel, subcontractors, approved scope, budget, workplan, timeline, or ability to perform the Contract.

ix. **HCA Authority.** The Offeror acknowledges that HCA retains final authority over program priorities, funding decisions, cost classification and allowability, budgets, recipients, awards, payments, procurements, architecture, vendors, deliverables, and other matters requiring HCA approval.

x. **Additional Requirements.** The Offeror understands that HCA may require additional assurances, disclosures, documentation, certifications, or contract terms before award or during the Contract term.

By selecting the Certifications checkbox in the Initial Information Form in Submittable, the Offeror acknowledges that it has reviewed Appendix A and certifies its agreement with these Offeror Assurances and Certifications. The individual completing the certification must be authorized to make these certifications on behalf of the Offeror.

APPENDIX B: RH DATA HUB ADMINISTRATOR COST PROPOSAL TEMPLATE

Offerors must complete a required RH Data Hub Administration Cost Proposal, available at the link below:

https://www.hca.nm.gov/wp-content/uploads/APPENDIX-B_RFP27-630-1000-0011_RHDHA_Cost_Proposal_Template_Final.xlsx

The completed Excel workbook must be uploaded through Submittable in the format provided. Offerors must not alter the workbook structure, formulas, tabs, or required cost categories.

The workbook requires applicants to provide:

- A Cost Proposal Summary;
- A Staffing Cost Summary;
- An Administrative Cost Summary;
- A CMS-Limited Cost Summary; and
- A Supporting Documents Index.

Proposed costs must cover the anticipated project period from October 2026 through September 2027 and must be entered in the State fiscal-year quarter in which the cost is expected to be incurred.

A detailed line-item budget is not required with the proposal. The Offeror selected for award will be required to provide a detailed line-item budget and supporting cost documentation during contract development.

Submission or evaluation of a proposed cost does not constitute approval. HCA retains final authority to classify proposed costs, determine cost allowability and reasonableness, require supporting documentation, and approve the final project budget.

The workbook must include only Administrator Service Costs. Programmatic or Pass-Through Costs and Downstream Implementation Costs must not be included in Total Administrator Service Costs. Any Planning Estimate requested by HCA must be separately identified and excluded from the Administrator's total requested compensation.

Total Administrative Costs must not exceed 10% of Total Administrator Service Costs, consistent with Sections I.G and IV.E.

APPENDIX C: REFERENCE REQUIREMENTS AND ORGANIZATIONAL REFERENCE QUESTIONNAIRE

A. Reference Requirements

Offerors must provide three organizational references for the Lead Offeror. References should have direct knowledge of the Lead Offeror's experience, performance, organizational capacity, and ability to perform work relevant to the proposed project.

The Offeror must identify each organizational reference in Proposal Content Form 2 in Submittable.

After the Offeror enters the required reference contact information, the Organizational Reference Questionnaire will be sent to each reference using the email address provided by the Offeror.

Each reference must complete and submit the Organizational Reference Questionnaire directly through HCA's Submittable portal by the deadline identified in Section II.A, Sequence of Events, or another deadline established by HCA in writing.

The Offeror is responsible for:

1. Providing complete and accurate contact information for each reference;
2. Ensuring that each reference is aware of the request and submission deadline; and
3. Monitoring the status of each reference request in Submittable.

Reference questionnaires submitted by the Offeror on behalf of a reference will not be accepted unless HCA provides alternate written instructions.

Completed questionnaires will become part of the Offeror's proposal and may be considered during proposal evaluation and responsibility review. HCA may contact references to verify or clarify information and may consider prior HCA experience with the Offeror or other reliable performance information.

Failure to identify three organizational references may result in the proposal being deemed nonresponsive. Failure of one or more references to submit a completed questionnaire may affect the evaluation of the proposal.

B. Organizational Reference Questionnaire

Each reference will be asked to provide the following information:

1. Reference organization name.
2. Reference contact name.
3. Reference contact title.
4. Reference contact email address.
5. Reference contact phone number.
6. Name of the Offeror for whom the reference is being provided.
7. A description of the contract, grant, project, services, or other work performed by the Offeror.
8. The dates or period during which the work was performed.
9. The approximate dollar value of the work, if known and appropriate to disclose.
10. A description of how the work is similar or relevant to the proposed RH Data Hub Administration project.
11. Whether the Offeror completed the work on time, met applicable quality expectations, and performed in accordance with applicable requirements.
12. An assessment of the Offeror's staffing, management, financial, administrative, and technical capacity to perform the work.
13. An assessment of the Offeror's communication, responsiveness, collaboration, reporting, invoicing, and compliance with applicable contract, grant, or project requirements.
14. A description of any significant concerns, performance issues, corrective actions, or unresolved matters, whether the reference would work with or recommend the Offeror again, and any additional information HCA should consider.

APPENDIX D: ANTICIPATED CONTRACT REQUIREMENTS AND DELIVERABLES

The approved proposal will form the basis of the Contractor's project-specific Scope of Work, including the approved RH Data Hub Administrator services, implementation approach, Administrator Workplan, budget, performance measures, reporting requirements, and other terms required by HCA.

The requirements and anticipated timing below are provided for planning purposes. HCA may revise, add, remove, combine, or sequence requirements and deliverables based on the final Contract, applicable federal requirements, funding availability, project readiness, monitoring needs, and other program considerations.

A. Contract-Development Requirements

The selected Offeror must provide the following information during contract development and before contract execution unless HCA establishes another deadline.

Requirement	Purpose	Anticipated Timing
Final Scope of Work	Documents the approved Administrator services, activities, deliverables, roles, milestones, HCA approval points, implementation-coordination expectations, and other project-specific requirements.	Before contract execution
Detailed Line-Item Budget	Provides position-, item-, service-, and activity-level detail supporting the approved Administrator Service Costs, including quantities, rates, levels of effort, cost classifications, and bases of estimate. Any HCA-requested Planning Estimate for Programmatic or Pass-Through Costs or Downstream Implementation Costs must be separately identified and excluded from the Administrator's compensation.	Before contract execution
Administrative Cost Classification and Compliance Documentation	Identifies Direct Administrative Costs, Indirect Costs classified as administrative, and the administrative portion of Shared or Mixed-Function Costs. To support statewide compliance, Total Administrative Costs under the Contract must not exceed 10% of Total Administrator Service Costs. The limitation is a maximum and does not establish or guarantee an Administrator fee or allowance.	Before contract execution and as updated
Budget Supporting Documentation	Supports HCA review of cost reasonableness, allowability, allocation, and classification. Documentation may include quotes, pricing information, indirect cost rate documentation, cost-allocation methodologies, and subcontractor or partner budgets.	Before contract execution or as directed by HCA
CMS-Limited Cost and Prior-Approval Documentation	Identifies any Administrator Service Cost subject to a CMS limitation, restriction, or prior-approval requirement. Any HCA-requested Planning Estimate for a restricted Programmatic, Pass-Through, or Downstream Implementation Cost must be presented separately. Required written approval must be obtained before the applicable cost is incurred or obligated.	Before approval or obligation of the applicable cost
Final Administrator Workplan	Updates the proposed workplan to reflect the final approved scope, budget, Contract period, activities,	Before contract execution or within

	responsible parties, HCA decision points, milestones, outputs, dependencies, and risks.	30 days after execution, as directed by HCA
Final Performance Measures and Reporting Plan	Identifies approved administrative outputs and outcomes, baselines when available, targets, data sources, reporting frequency, validation methods, and responsible parties.	Before contract execution or within 30 days after execution, as directed by HCA
Final Subcontractor and Organizational Conflict-of-Interest Disclosures	Identifies approved subcontractors, roles, oversight arrangements, and measures for identifying, disclosing, avoiding, and mitigating organizational conflicts of interest, including compliance with the downstream-award restrictions in the RFP.	Before contract execution and before adding or changing a subcontractor

B. Anticipated Contract Deliverables

Deliverable	Purpose	Anticipated Timing
Project Mobilization Report	Confirms project readiness, staffing, subcontractor coordination, communication protocols, records-management procedures, initial risks, and any matters affecting the approved schedule.	Within 30 days after contract execution or as directed by HCA
Provider HIE Participation and Data-Readiness Funding Administration Plan	Documents the HCA-approved procedures for outreach, applicant support, application intake, programmatic review, funding recommendations, recipient onboarding, monitoring, technical assistance, payment recommendations, corrective action, and closeout. The plan must describe coordination with HCA and the HCA-designated Administrative Services Organization.	Before HCA authorizes the applicable funding activities
Provider Outreach and Technical Assistance Materials	Provides HCA-approved applicant guidance, forms, instructions, communications, training materials, and technical-assistance resources. The Contractor shall use HCA-approved systems and platforms unless HCA authorizes another approach.	Before and during each applicable funding cycle

Application Review and Funding Recommendation Packages	Documents application reviews, eligibility and programmatic findings, identified risks, requested clarifications, and recommendations for HCA consideration. HCA retains final authority over recipients, funding amounts, conditions, and award decisions.	For each funding cycle or as directed by HCA
Recipient Monitoring and Payment Recommendation Documentation	Documents recipient progress, expenditures, milestones, deliverables, compliance concerns, corrective actions, and the Contractor's recommendations concerning payment or closeout. The Contractor shall coordinate with HCA and the designated Administrative Services Organization but shall not take custody of or directly disburse recipient funds.	Throughout the applicable funding period
Stakeholder Engagement and Use-Case Development Deliverables	Documents the engagement approach, stakeholder participation, identified needs, prioritized use cases, requirements, dependencies, and HCA decisions supporting development of the RH Data Hub Strategy and Implementation Plan.	According to the approved Administrator Workplan
Existing-Capabilities, Gaps, and Dependencies Assessment	Assesses relevant HCA enterprise capabilities, existing investments, data sources, interfaces, contracts, standards, operational dependencies, and identified gaps. The assessment must support HCA decision-making without committing HCA to a particular product, architecture, or vendor.	According to the approved Administrator Workplan
RH Data Hub Strategy and Implementation Plan	Provides HCA with an actionable, phased strategy addressing approved use cases, requirements, governance, existing-system integration, implementation options, procurement needs, responsible parties, dependencies, risks, estimated schedules, and Planning Estimates requested by HCA. All architecture, procurement, funding, and implementation decisions remain subject to HCA approval.	At the milestone established in the final Contract

HCA-Directed Implementation and Procurement Support	Provides planning, requirements, procurement-development, contract-development, coordination, documentation, and oversight support for activities approved by HCA. The Contractor shall not design, develop, host, maintain, or operate the RH Data Hub technology solution or receive a downstream award resulting from a process it develops, supports, evaluates, administers, or oversees.	As directed by HCA
Programmatic and Performance Reports	Reports progress for both primary areas of Administrator responsibility, including activities, milestones, deliverables, performance measures, decisions, dependencies, risks, corrective actions, and upcoming work.	At least quarterly or as directed by HCA
Financial Reports and Administrator Invoices	Documents Administrator Service Costs, budget status, variances, Administrative Costs, CMS-limited costs, and supporting financial information. Invoices may include only compensation and reimbursable costs authorized under the Contract and may not include provider HIE participation payments, incentives, related data-readiness activities, Subawards, or Downstream Implementation Costs as compensation to the Administrator.	As established in the final Contract
Updated Workplan, Risk, Issue, and Decision Information	Documents approved schedule changes, dependencies, risks, issues, mitigation activities, corrective actions, decisions, and matters requiring HCA approval.	With progress reports or as directed by HCA
Transition and Knowledge Transfer Plan	Documents the orderly transfer of program records, funding and monitoring information, stakeholder materials, decisions, requirements, procedures, Strategy and Implementation Plan materials, active activities, HCA data, and work products to HCA or a successor contractor.	At the milestone established in the final Contract
Additional Performance, Evaluation, Audit, or	Provides information required for HCA oversight, program evaluation, CMS reporting, audit, monitoring, or other State or federal requirements.	As directed by HCA

Federal Reporting Information		
Final Closeout Report	Summarizes completed activities, expenditures, outputs, outcomes, unresolved obligations, active funding or implementation activities, records transferred, lessons learned, transition status, and other closeout information required by HCA.	At Contract closeout or as directed by HCA

All deliverables are subject to HCA review and approval. The Contractor must respond to requests for clarification, correction, supporting documentation, or revision within the timeframe established by HCA.

HCA may add, revise, combine, sequence, or remove deliverables and may establish additional project-specific, monitoring, reporting, corrective-action, evaluation, or federal-compliance requirements during contract development or throughout the Contract term.

APPENDIX E: STANDARD CONTRACT TERMS AND CONDITIONS

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: _____ Date:_____

Agency

By: _____ Date:_____

Agency's Legal Counsel – Certifying legal sufficiency

By: _____ Date:_____

Agency's Chief Financial Officer

By: _____ Date:_____

Contractor

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: _____ Date:_____

Taxation and Revenue Department

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

By: _____ Date:_____

GSD/SPD Contracts Review Bureau

APPENDIX F: 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 proces**s" 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 G: LETTER OF TRANSMITTAL FORM

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

RFP# 27-630-1000-0011

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 H: RHDH ADMINISTRATOR WORKPLAN

Offerors must complete the RHDHA Administrator Workplan Template provided as Appendix H and through Submittable.

The completed Excel workbook must be uploaded through Submittable in the format provided here: https://www.hca.nm.gov/wp-content/uploads/APPENDIX-H_RFP27-630-1000-0011-_Workplan_Template_Final.xlsx

The workplan must cover the anticipated Contract period from October 2026 through September 2027 and address the Administrator's two primary areas of responsibility:

1. Administration of HCA-approved provider HIE participation payments, incentives, and related data-readiness funding activities; and
2. Coordination and support for development and HCA-directed execution of the RH Data Hub Strategy and Implementation Plan.

The workplan must identify major goals, key tasks or activities, milestones, deliverables, responsible owners and partners, applicable state fiscal-year quarters, and significant dependencies, risks, and mitigation strategies. Offerors must also identify activities or decisions requiring HCA review or approval.

Line items may be added or edited as needed to reflect the proposed Administrator services. Offerors must retain the required columns and quarterly structure of the template.

The completed workplan must be consistent with the Project Narrative, Administrator Coordination and Implementation Approach, Cost Proposal, performance measures, and Transition and Knowledge Transfer Plan.