

**THE NEW MEXICO HUMAN SERVICES DEPARTMENT**

**REQUEST FOR PROPOSALS (RFP)**

**New Mexico Medical Assistance Division  
The External Independent Evaluation of Centennial Care  
2.0 1115 Demonstration Waiver**



**RFP# 21-630-8000-0001**

Release Date: June 30, 2020

Proposal Due Date: August 4, 2020

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# I. INTRODUCTION

## A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of the 1115 Waiver Demonstration Evaluation. Specifically, the New Mexico Human Services Department (HSD) is seeking an organization to provide these services for HSD and New Mexico State Agencies claiming federal financial participation for Medicaid related activities. Agencies include but are not limited to: Department of Health (DOH), Aging & Long-Term Services Department (ALTSD), Children, Youth & Families Department (CYFD), University of New Mexico. The purpose of this Request for Proposal (RFP) is to select a qualified offeror that has the experience and expertise to perform the mandatory requirements of the RMS and administrative claiming to support the Medicaid program.

## B. BACKGROUND INFORMATION

This section provides background on HSD and the Medical Assistance Division (MAD) programs that may be helpful to the offeror in preparing a proposal. The information is provided as an overview and is not intended to be a complete and exhaustive description.

### **HSD Resources and Locations**

HSD has more than 1,800 authorized employees and contracts with community-based providers throughout the state. There are 35 HSD, Income Support Division (ISD) field office locations statewide, with an additional three (3) satellite offices [http://www.hsd.state.nm.us/LookingForAssistance/Field\\_Offices\\_1.aspx](http://www.hsd.state.nm.us/LookingForAssistance/Field_Offices_1.aspx). There are also eight (8) quality control offices statewide. HSD's central offices are located in three (3) Santa Fe buildings: Plaza La Prensa (Behavioral Health Services Division and Medical Assistance Division), Rodeo Road Building (Office of the Secretary, Administrative Services Division, Income Support Division, Child Support Division, Office of General Counsel and Office of Inspector General) and Siler Road (Information Technology Division).

### **Organization of HSD**

The State of New Mexico Human Services Department is a cabinet-level Department in the Executive Branch of New Mexico State government. The Agency is headed by a Cabinet Secretary appointed by the Governor and confirmed by the New Mexico State Senate.

HSD consists of the Office of the Secretary and several divisions. *Only those divisions or bureaus within each division that are related to this RFP are described herein.*

**Office of the Secretary (OOS).** The Office of the Secretary consists of the Secretary of Human Services, the two (2) Deputy Cabinet Secretaries, the Office of General Counsel,

the Office of Human Resources, Administrative Services Division and the Office of Inspector General.

The Secretary provides cabinet-level direction for HSD. The Office of General Counsel provides legal support for the Agency. The Office of Inspector General investigates and pursues cases of fraud and abuse and conducts financial and program audits. The Office of Human Resources serves personnel needs of department employees, handles job recruitments, hiring, reorganizations and career counseling, as well as employee insurance and benefits, handles matters related to department personnel policies, provides coaching to the Agency's supervisors and managers, works with labor relations and delivers and coordinates training programs and staff development.

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

**Income Support Division (ISD).** The Income Support Division is the primary source for eligibility determination for all HSD programs, including Medicaid. The Division's field staff of close to 1,000 employees, supervisors and county directors is administered through four district operations offices under the direction of two Deputy Directors. Field staff is responsible for interviewing applicants/recipients, determining eligibility, and issuing benefits for the food stamp, cash assistance, Medicaid and other assistance programs.

**Medical Assistance Division (MAD).** The Medical Assistance Division manages and administers the federal Medicaid program and authorized waivers including the Centennial Care program. Medicaid is authorized under Title XIX of the Social Security Act. Federal contribution levels differ by program and vary based on relative ranking of the state in per capita income.

**Behavioral Health Services Division (BHSD).** The role of the Behavioral Health Services Division, as the Mental Health Substance Abuse State Authority for New Mexico, is to address need, services, planning, monitoring and continuous quality systemically across the state.

## **Program Overview Background and History**

**Covered Services.** Medicaid program regulations allow reimbursement for a broad array of health services and providers. Mandated services include, but are not limited to: general acute inpatient hospital care; outpatient hospital services; physician services provided in a variety of settings; nurse midwives; nursing facility services for certain individuals; home health care; rural health clinic services including services in Federally Qualified Health Centers; laboratory and radiology; nurse practitioner services; and medically necessary Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) services. Optional services provided in New Mexico include, but are not limited to: prescription drugs; eyeglasses and hearing aids; organ transplants; dental services; physical, occupational and speech therapies; rehabilitative services; Intermediate Care Facilities for Individual with Intellectual Disabilities (ICF/IID); case management; hospice; transportation services; durable medical equipment and supplies and prosthetic devices.

**Administration of the Medicaid Program.** HSD works collaboratively with other state agencies in managing Medicaid. Specifically, it works with the Department of Health (DOH), Public Education Department (PED), Aging & Long-Term Services Department, Children (ALTSD), Children, Youth & Families Department (CYFD), New Mexico Corrections Department (NMCD), and Indian Affairs Department (IAD). A program to monitor utilization and detect fraud and abuse is operated by HSD's Office of Inspector General and the Medicaid Fraud Control Unit of the New Mexico Office of the Attorney General.

**Fee-For-Service Populations.** Some populations for Medicaid benefits are exempt from receiving services through a Centennial Care/managed care. In those instances, HSD reimburses the providers directly. Provider reimbursement methodology can be found on HSD's website under Fee Schedules <http://www.hsd.state.nm.us/providers/fee-schedules.aspx>. This fee schedule is subject to change.

**Medicaid Administrative Claiming.** HSD has authority to delegate administrative functions set for in Title XIX of the Social Security Act in order to employ methods of administration necessary for the proper and efficient operations of the State Plan. HSD has chosen to exercise this right by delegating certain functions to New Mexico State Agencies including but not limited to: Department of Health (DOH), Aging & Long-Term Services Department (ALTSD), Children, Youth & Families Department (CYFD), University of New Mexico (UNM), and Developmental Disabilities Planning Council (DDPC).

**Medicaid Home and Community-Based Services.** Medicaid Home and Community-Based waiver programs are authorized in either the 1115 Demonstration Waiver or a section 1915 (c) of the Social Security Act. The program permits a state to furnish an array of home and community-based services that assist Medicaid beneficiaries to live in the community and avoid institutionalization. HSD administers Home and Community Based services through the Managed Care Organizations in the 1115 Demonstration Waiver and four (4) 1915 (c) waiver programs covering the medically fragile and developmentally disabled population. **Medicaid Managed Care.** Title XIX (Medicaid) of the Social Security Act describes the terms under which a state may implement Medicaid managed care. A state must request a waiver of certain SSA provisions before implementation is possible. Waivers must be approved by CMS. HSD operates an 1115 waiver called Centennial Care.

## **C. SCOPE OF PROCUREMENT**

The scope of the procurement shall encompass the requirements in the contract (Appendix C of this RFP). This procurement will result in a single source award for HSD. The effective date of the proposed contract is December 9, 2020, or upon signature of the New Mexico Contracts Review Bureau (CRB) within the Administrative Services Division (ASD).

The initial term of the contract is expected to be one (1) year, with optional four (4) additional years renewed annually. In no case shall the contracts, including the renewals thereof, exceed a total of five (5) years in duration.

## D. PROCUREMENT MANAGER

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

Name: Maricela Vigil, Procurement Manager  
Address: Medical Assistance Division  
New Mexico Human Services Department  
1 Plaza la Prensa Rd  
Santa Fe, NM 87507

Phone: 505-827-3166  
Fax: 505-827-3138  
E-mail: Maricela.Vigil@state.nm.us

2. All deliveries of responses via express carrier must be addressed as follows:

Name: Maricela Vigil Procurement Manager  
c/o Gary O. Chavez Chief Procurement Officer  
Reference RFP Name: New Mexico Medical Assistance Division the External  
Independent Evaluation of Centennial Care 2.0 1115  
Demonstration Waiver  
RFP# 21-630-8000-0001  
Address: Administrative Services Division  
Contracts Bureau  
New Mexico Human Services Department  
1474 Rodeo Road  
Santa Fe, New Mexico 87505

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the HSD. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

## E. DEFINITION OF TERMINOLOGY

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



“**HSD**” means Human Services Department (also “Agency”)

“**1115 Demonstration Waiver**” refers to the State of New Mexico’s Medicaid demonstration project, authorized by CMS pursuant to Section 1115(a) of the Social Security Act to implement Centennial Care.

“**ALTSD**” mean the New Mexico Aging and Long-Term Services Department.

“**Appeal**” means a request for a review related to a dispute relating to the eligibility process, service hours, services, supports, etc.

“**ASD**” means the Administrative Services Division of the New Mexico Human Services Department.

“**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.

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

“**BHSD**” means the Behavioral Health Services Division.

“**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“**Centennial Care**” means the New Mexico Medicaid program. Services including physical health, behavioral health, long-term care and community benefits will be provided by four managed care organizations (MCOs).

“**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“**CMS**” means the Centers for Medicare and Medicaid Services (CMS) which is part of the Federal Health and Human Services Department.

“**Confidential**” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

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

“**Contract Manager**” means the individual selected by the Agency to monitor and manage all aspects of the contract resulting from this RFP.

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

“**CRB**” means Contracts Review Bureau.

“**CYFD**” means the New Mexico Children, Youth and Families Department.

“**Day**” means business day unless otherwise specified.

“**Deliverable**” means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.

“**Department of Information Technology (DoIT)**” means the New Mexico Department of Information Technology which is responsible for operating the data center and all communications related items.

“**Desirable**” The terms “may,” “can,” “should,” “preferably,” or “prefers” to identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“**DOH**” means the New Mexico Department of Health.

“**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“**Employer**” means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a “New Mexico Employee”. (See below.)

“**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.

“**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“**Evaluation Design Plan**” means the roadmap used for conducting the 1115 Waiver evaluation. The roadmap begins with the stated goals for the demonstration followed by the measurable evaluation questions and quantifiable hypotheses, all to support a determination of the extent to which the demonstration has achieved its goals.

“**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“**Fraud**” means an intentional deception or misrepresentation made by an entity or person with the knowledge that the deception could result in some unauthorized benefit to himself

or to some other previously described entity or person. It includes any act that constitutes fraud under applicable federal or state law.

“**HIPAA**” means the Health Insurance Portability and Accountability Act of 1996.

“**Human Services Department (HSD)**” means the sole executive department in New Mexico responsible for the administration of Title XIX (Medicaid). “HSD” may also indicate the Agency’s designee, as applicable.

“**Independent Evaluator**” means a person/entity that is contracted to conduct an evaluation of the performance outcome measures specified in the Design Plan and contract.

“**IT**” means Information Technology.

“**Managed care organization (MCO)**” means an organization licensed to manage, coordinate and assume financial risk on a capitated basis for the delivery of specified services to enrolled members from a certain geographic area. Also referred to as a managed care plan and managed care program.

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

“**Minor Technical Irregularities**” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“**New Mexico Employee**” means anyone performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer’s office or offices.

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

“**Performance measurement (PM)**” means data specified by the state that enables performance to be determined.

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

“**Procurement Manager**” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“**Procuring Agency**” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

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

**“Prospective”** means a period of time starting with the date of application going forward.

**“Quality Assurance”** means a process of discovery, both prospective and retrospective to evaluate the program; identifies areas for remediation; and implements quality improvement strategies to ensure that appropriate and timely action is taken, as indicated.

**“Redacted”** means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

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

**“Requirements”** are obligatory and mean the system functions that are related to the organization’s goals and business opportunities. Requirements are defined by the project team and are usually prioritized.

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

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

**“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

**“Solicitations”** means Invitations to Bid (ITBs) and Requests for Proposals (RFPs).

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

**“State (the State)”** means the State of New Mexico.

**“State Agency”** means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

**“State plan”** means a statewide plan for Medicaid services submitted for approval to CMS under Title XIX of the federal Social Security Act.

**“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

**“Subcontract”** means a written agreement between a contractor and a third party or between a subcontractor and another subcontractor, to provide services.

**“Subcontractor”** means a third party who contracts with a contractor or a subcontractor for the provision of services.

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

**“Written”** means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## **F. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. The library contains information listed below:

Procurement Regulations and Request for Proposal – RFP instructions:

[http://www.generalservices.state.nm.us/statepurchasing/ITBs\\_RFPs\\_and\\_Bid\\_Tabulation.aspx](http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx).

No one at the Agency other than the Procurement Manager will answer any questions about any materials in the Procurement Library. Offerors are also encouraged to use the Agency website for additional information.

1. Medical Assistance Division Program Policy Manual (See Chapters 300 & 302). Available on website: <http://www.hsd.state.nm.us/providers/rules-nm-administrative-code-.aspx>
2. Procurement Regulations, NMAC 1.4.1. A copy may be obtained from the following

web site address:

<http://www.generalservices.state.nm.us/uploads/files/SPD/User%20Guides/1%204%201%20NMAC.pdf>

3. Human Services Department contracts with State Agencies & Staffing. Available on website: <https://webapp.hsd.state.nm.us/Procurement/>
4. Human Services Department Medical Assistance Division MCO Contracts. Available on website: <https://www.hsd.state.nm.us/LookingForInformation/medical-assistance-division.aspx>
5. Human Services Department Medical Assistance Division Centennial Care 2.0 1115 Demonstration Waiver. Available on website: <https://www.hsd.state.nm.us/centennial-care-2-0.aspx>
6. Human Services Department Medical Assistance Division Centers for Medicare and Medicaid Services Special Terms and Conditions. Available on website: [https://www.hsd.state.nm.us/uploads/FileLinks/f2f07ac7becd43f3a0fcefae255c1793/NM\\_Demonstration.pdf](https://www.hsd.state.nm.us/uploads/FileLinks/f2f07ac7becd43f3a0fcefae255c1793/NM_Demonstration.pdf)

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

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

	<b>Action</b>	<b>Responsibility</b>	<b>Date*</b>
1	Issue of RFP	HSD	June 30, 2020
2	Deadline for Offerors to Submit Acknowledgement of Receipt form to HSD	Potential Offerors	July 7, 2020
3	Deadline to Submit Additional Questions by Email	Potential Offerors	July 14, 2020
4	Response to Written Questions/RFP Amendments	Procurement Manager	July 21, 2020
5	<b><i>Deadline for Submission of Proposal (1:00pm MST)</i></b>	<b><i>Offerors</i></b>	<b><i>August 4, 2020</i></b>
6	Proposal Evaluation	Evaluation Committee	August 25, 2020
7	Selection of Finalists	Evaluation Committee	August 25, 2020

8	Finalize Contract	HSD/Offeror	December 9, 2020
9	Contract Award	HSD	December 9, 2020
10	Protest Deadline	Other Offerors	December 30, 2020
11	Effective Date of Contract (Approximate)	HSD	December 9, 2020

\*All dates except items one (1) and six (6) are approximate. The Procurement Manager will make every effort to adhere to the following schedule but reserves the right to change the schedule at her discretion.

## **B. EXPLANATION OF EVENTS**

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

### **1. Issuance of RFP**

This RFP is being issued on behalf of the New Mexico State Human Services Department on June 30, 2020. The RFP and amendments, if any, may be downloaded from the following address: <https://www.hsd.state.nm.us/LookingForInformation/open-rfps.aspx>

### **2. Acknowledgement of Receipt**

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, Appendix A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 5:00 pm MST or MDT stated in Section II. A., SEQUENCE OF EVENT.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

### **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 until 4:00 PM MST or MDT stated in Section II. A., SEQUENCE OF EVENTS. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and

shall cite the Section(s) in the RFP or other document which form the basis of the question.

#### **4. Response to Written Questions**

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline.

#### **5. Submission of Proposal**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST or MDT stated in Section II. A., SEQUENCE OF EVENTS. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to **The External Independent Evaluation of Centennial Care 2.0 1115 Demonstration Waiver RFP# 21-630-8000-0001** Proposals submitted by other electronic means will not be accepted.

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

#### **6. Proposal Evaluation**

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

#### **7. Selection of Finalists**

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per schedule Section II. A., SEQUENCE OF EVENTS or as soon as possible. Only Finalists will be invited to participate in the subsequent steps of the procurement. A schedule for the oral presentation and demonstration will be determined at this time.



## **8. Finalize Contractual Agreements**

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule stated in Section II. A., SEQUENCE OF EVENTS. or as soon thereafter as possible. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **9. Contract Awards**

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in Section II. A., SEQUENCE OF EVENTS or as soon as possible thereafter. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office.

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

## **10. Protest Deadline**

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

Office of General Counsel  
1474 Rodeo Road  
Santa Fe, New Mexico 87505

Protests received after the deadline will not be accepted.

## **C. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

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

### **2. Incurring Cost**

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

### **3. Prime Contractor Responsibility**

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

### **4. Subcontractors/Consent**

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

### **5. Amended Proposals**

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

### **6. Offeror's Rights to Withdraw Proposal**

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

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

## **7. Proposal Offer Firm**

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

## **8. Disclosure of Proposal Contents**

- A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
  - 1. confidential financial information concerning the Offeror's organization;
  - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
  - 3. PLEASE NOTE: The price of products offered, or the cost of services proposed **shall not be designated** as proprietary or confidential information.

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

## **9. No Obligation**

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

## **10. Termination**

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

## **11. Sufficient Appropriation**

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

## **12. Legal Review**

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

## **13. Governing Law**

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

## **14. Basis for Proposal**

Only information supplied, in writing, by the Agency through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

## **15. Contract Terms and Conditions**

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

The HSD discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

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

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

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

#### **16. Offeror's Terms and Conditions**

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

#### **17. Contract Deviations**

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

#### **18. Offeror Qualifications**

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

#### **19. Right to Waive Minor Irregularities**

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

#### **20. Change in Contractor Representatives**

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

## **21. Notice of Penalties**

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

## **22. Agency Rights**

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

## **23. Right to Publish**

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

## **24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the State of New Mexico.

## **25. Confidentiality**

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

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

## **26. Electronic mail address required**

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

## **27. Use of Electronic Versions of this RFP**

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

[http://www.generalservices.state.nm.us/statepurchasing/ITBs\\_RFPs\\_and\\_Bid\\_Tabulation.aspx](http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx).

## **28. New Mexico Employees Health Coverage**

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

## **29. Campaign Contribution Disclosure Form**

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

## **30. Letter of Transmittal**

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

- A. Identify the submitting business entity.
- B. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.

- C. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
- D. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
- E. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
- F. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
- G. Identify the following with a check mark and signature where required:
  - 1. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
  - 2. **Explicitly** indicate acceptance of Section V of this RFP; and
  - 3. Acknowledge receipt of any and all amendments to this RFP.
- H. Be signed by the person identified in para 2 above.

### **31. Pay Equity Reporting Requirements**

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
- B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but



subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

### **32. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due

and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

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

### **33. New Mexico Preferences**

This procurement does not qualify for the NM Resident Business Preference or the NM Veteran's Preference because it is partially supported by federal funding from the Centers for Medicare and Medicaid Services.

### **III. RESPONSE FORMAT AND ORGANIZATION**

#### **A. NUMBER OF RESPONSES**

Offerors shall submit only one proposal in response to this RFP.

#### **B. NUMBER OF COPIES**

##### **1. Hard Copy Responses**

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors must deliver the following by August 4, 2020 1:00pm MST:

1. **Technical Proposals** – One (1) ORIGINAL HARD COPY, one (1) HARD COPIES, and five (5) copy on thumb drive of the proposal containing ONLY the Technical Proposal; ORIGINAL shall be in separate labeled binders. **The electronic version/copy can NOT be emailed.**
  - Proposals containing confidential information **must** be submitted as two separate binders:
    - **Unredacted** version for evaluation purposes
    - **Redacted** version (information blacked out and not omitted or removed) for the public file
2. **Cost Proposals** – One (1) ORIGINAL HARD COPY, and one (1) copy on thumb drive of the proposal containing ONLY the Cost Proposal; ORIGINAL of Cost Proposal shall be in separate labeled binders from the Technical Proposals. **The electronic copy can NOT be emailed.**

The electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e. One (1) **unredacted thumb drive**, one (1) **redacted thumb drive**). **The electronic version can NOT be emailed.**

3. The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

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

## C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11-inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals and copy on thumb drive or CD proposals:

### 1. Proposal Content and Organization

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

#### **Technical Proposal (Binder 1):**

- A. Signed Letter of Transmittal
- B. Table of Contents
- C. Proposal Summary
- D. Response to Contract Terms and Conditions
- E. Offeror's Additional Terms and Conditions
- F. Response to Specifications (**except cost information which shall be included in Cost Proposal/Binder 2 only**)
- G. Organizational Experience
- H. Organizational References
- I. Other Administrative Responsibilities
- J. Quality Assurance and Program Integrity
- K. Signed Campaign Contribution Form
- L. Signed Campaign Contribution Form
- M. Other Supporting Material (If applicable)

#### **Cost Proposal (Binder 2):**

##### **Completed Cost Response Form**

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

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used

in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

## **2. Letter of Transmittal**

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

## **3. Table of Contents**

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

## **4. Proposal Summary**

The proposal summary must be five (5) pages or less. It shall provide the Evaluation Committee with an overview of the technical and business features of the proposal. This material will not be used in the evaluation process but may be used in public notifications regarding the successful offeror's selection.

## **5. Response to Department's Terms and Conditions**

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

## **6. Offeror's Additional Terms and Conditions**

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

## **7. Response to Mandatory Specifications**

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

## **8. Campaign Contribution Disclosure Form**

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether an applicable contribution has been made. (Appendix B)

## **9. Suspension and Debarment Requirement Form**

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

## **10. Lobbying**

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

## **IV. SPECIFICATIONS**

Offerors should respond in the form of a thorough narrative to the sections (A, B, C and D) listed below, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly. Please limit responses to specifications to a maximum of twenty-five (25) pages.

### **A. SCOPE OF WORK**

The Social Security Act (SSA) requires an evaluation of New Mexico's, 1115 Demonstration Waiver, Centennial Care 2.0. The Centers for Medicare and Medicaid Services (CMS), Special Terms and Conditions (STCs) for Centennial Care 2.0, requires the State to contract with an independent party to conduct an evaluation of the demonstration to ensure that the necessary data is collected at the level of detail needed to research the approved hypotheses.

The independent evaluator must be free of any conflict of interest and will remain free from any such conflicts during the contract term. The evaluator will not provide services to any MCO or health care providers doing business in New Mexico under the Medicaid program and will not provide direct services to individuals in HSD administered programs within the scope of the evaluation contract.

The independent evaluator will possess the following qualifications:

- Experience working with federal programs and/or demonstration waivers;
- Experience and understanding working with Medicaid and encounter data;
- Capacity to develop the technical specifications needed to establish data collection criteria for the measures identified in the Evaluation Design Plan;
- Capacity to extract data from all data sources identified in the Evaluation Design Plan
- Internal and external data sharing infrastructure that allows submission and retrieval of data to and from all sources identified in the Evaluation Design Plan;
- Secure FTP site dedicated to receiving and transferring data from data sources identified in the Evaluation Design Plan to include obtaining the necessary data sharing agreements;
- Experience with evaluating effectiveness of complex, multi-partnered programs;
- Familiarity with CMS federal standards and policy for program evaluation;
- Familiarity with nationally recognized data sources;
- Analytical skills and experience with statistical testing methods.

Per STC 120, the independent evaluator must agree to conduct the demonstration evaluation in an independent manner in accord with the CMS approved Evaluation Design Plan (Exhibit A), and is required to have at a minimum the following key personnel designated to conduct the evaluation activities:

- Engagement Leader;
- Lead Evaluator;
- Project Manager; and
- Statistician.

The Evaluation Design Plan is the roadmap for conducting the evaluation. The roadmap begins with the stated goals for the demonstration followed by the measurable evaluation questions and quantifiable hypotheses, all to support a determination of the extent to which the demonstration

has achieved its goals. When conducting analyses and developing the evaluation reports, every effort should be made to follow the approved methodology of the approved Evaluation Design Plan (Exhibit A).

### **Mandatory Specifications for Evaluation Reports:**

Medicaid section 1115 demonstrations are required to conduct an evaluation that is valid and reliable.

1. The Offeror will provide a well-structured plan for the evaluation which begins with the demonstration goals, then transitions to the evaluation questions, and to the specific hypothesis, which will be used to investigate whether the demonstration has achieved the stated goals.
2. Pursuant to; CMS STCs, CFR 42§431.424 (evaluation requirements) and, 42§431.428 (reporting requirements), the offeror will conduct the evaluation of the demonstration to ensure the standards detailed in the above-mentioned regulatory requirements are applied during the evaluation and reporting of the 1115 Demonstration Waiver.
3. In reporting on the evaluation of the 1115 Demonstration Waiver, the offeror will apply the guidance provided in Attachment K of the CMS STCs. [https://www.hsd.state.nm.us/uploads/FileLinks/f2f07ac7becd43f3a0fcefae255c1793/NM\\_Demonstration.pdf](https://www.hsd.state.nm.us/uploads/FileLinks/f2f07ac7becd43f3a0fcefae255c1793/NM_Demonstration.pdf)

### **Deliverables per STCs:**

#### **STC 114 Monitoring Reports**

1. The contractor must submit three (3) summative Quarterly Reports and one (1) summative Annual Report each demonstration year.
  - a) Prepare and submit to HSD a summary of activities and interim findings of the evaluation.
  - b) The quarterly summative reports are due no later than fifteen (15 calendar days) following the end of each demonstration quarter.
  - c) The annual summative report is due no later than fifteen (15 calendar days) following the end of the DY. The information for the fourth quarter should be reported as distinct information within the Annual Report.

#### **STC 126 Interim Evaluation Report**

1. Draft Interim Evaluation Report will be due to HSD August 1, 2022 to be submitted by HSD to CMS by December 31, 2022.
  - a) The Interim Evaluation Report will evaluate Demonstration Year 6 through Demonstration Year 8.5.
  - b) The interim evaluation report will discuss evaluation progress and present findings to date as per the approved evaluation design.
  - c) The Evaluator will assist HSD in providing responses to CMS feedback and comment of the Interim Evaluation Report (The Final Interim Evaluation Report is due to CMS from HSD 60 Calendar days after receipt of CMS comments).



- d) The Interim Evaluation Report must comply with Attachment K of these STCs.  
[https://www.hsd.state.nm.us/uploads/FileLinks/f2f07ac7becd43f3a0fcefae255c1793/NM\\_Demonstration.pdf](https://www.hsd.state.nm.us/uploads/FileLinks/f2f07ac7becd43f3a0fcefae255c1793/NM_Demonstration.pdf)

### **STC 129 Summative Evaluation Report**

1. Draft Summative Evaluation Report will be due to HSD February 3, 2025 to be submitted by HSD to CMS by June 30<sup>th</sup>, 2025.
2. The Evaluator will be available HSD in providing responses to CMS feedback and comment of the Summative Evaluation Report. (The Final Summative Evaluation Report is due to CMS from HSD 60 Calendar days after receipt of CMS comments)

### **HSD Deliverables, Communications and Meetings**

The offeror is required to designate a qualified individual to serve as the dedicated Contract Manager (CM) for HSD. The CM must hold a senior management position within the chosen organization and be authorized to represent the organization in all matters pertaining to the 1115 Waiver Demonstration Evaluation contract with HSD. The CM will be responsible for the following deliverables:

1. Coordinate all 1115 Waiver Demonstration Evaluation activities with the designated HSD CM throughout the design, development and finalization of all evaluation reports and other deliverables.
2. Participate in weekly meetings or as often as requested by HSD either via phone, video conference or on site at HSD. The purpose of these regular meetings is to maintain communication with the HSD designated CM to discuss progress, barriers, and any other related issues relevant to the 1115 Waiver Demonstration Evaluation activities.
3. Designate appropriate staff to meet with HSD staff to provide clarification or direction in relation to 1115 Waiver Demonstration Evaluation projects.
4. Facilitate meetings to include providing agenda, minute taking, and creation and distribution of informational materials.
5. Facilitate and prepare onsite presentations for review of the final drafts of the 1115 Waiver Demonstration Evaluation reports for the following deliverables: Interim Evaluation and Summative Evaluation Report. This presentation will include findings, recommendations and technical assistance to HSD in finalizing these reports for submission to CMS.
6. Ensure all final evaluation reports and other deliverables are timely, well written, accurate, and complete.
7. Assist HSD in responding to any questions from CMS or other stakeholders regarding final reports or deliverables.
8. Prepare and deliver monthly Contractor activity reports to HSD.

Please refer to Appendix K of the STCs, Required Core Components of Interim and Summative Evaluation Reports, for guidance regarding details and expectations for each report.  
[https://www.hsd.state.nm.us/uploads/FileLinks/f2f07ac7becd43f3a0fcefae255c1793/NM\\_Demonstration.pdf](https://www.hsd.state.nm.us/uploads/FileLinks/f2f07ac7becd43f3a0fcefae255c1793/NM_Demonstration.pdf)

### **B. Organizational Experience as an Independent Evaluator with the 1115 Demonstration Waiver:**

1. The Offeror must provide a description of relevant experience with the evaluation of 1115 demonstration waivers.

- a) Indicate the number of states in where the Offeror was the designated independent evaluator for an 1115 demonstration waiver. Provide a brief description of the State's 1115 demonstration waiver model to include the following information;
    - a. Integrated or service specific;
    - b. Number of goals;
    - c. Number of measures evaluated;
    - d. Type of data analyzed (Interrupted time series, MCO reports, MMIS, HEDIS etc...).
  - b) Describe experience in performing quantitative and qualitative evaluation of 1115 demonstration waivers or large-scale public assistance programs.
  - c) Describe the key staff that will manage and conduct the evaluation of New Mexico's 1115 demonstration waiver. Include a brief description of the experience each has with evaluating 1115 demonstration waivers if applicable.
2. The Offeror must provide a detailed description on the approach to conducting the 1115 Demonstration Waiver Evaluation for New Mexico.

### **C. TECHNICAL SPECIFICATIONS**

Offerors should respond in the form of a thorough narrative to each of the numbered mandatory specifications. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

**Failure to respond to Mandatory Specifications will result in the disqualification of the proposal as non-responsive.**

#### **1. Organizational Experience**

##### **General Expectations:**

The offeror will:

1. Provide a description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts.
2. Describe any project successes and any project failures, include how each experience improved the Offeror's services.

##### **Mandatory Requirements:**

1. Submit a statement of relevant corporate experience within the last five (5) years, including the experience of major subcontractors.
2. Provide the name and address of the offering company/organization and its parent company (if applicable), including any "doing business as" either in New Mexico or in other locations.
3. Provide a table of the organization or organizational chart including an explanation of the functions of the significant operating units within New Mexico and/or in other locations for this contract.
4. Provide documentation describing the offeror's relationship to parent, affiliated or related business entities including, but not limited to, subsidiaries, joint

ventures, or sister corporations.

5. For any of the offeror's (to include the offeror's parent organization, affiliates and subsidiaries) contracts listed in #4 above, has the other contracting party notified the offeror that it has found the offeror to be in breach of the contract (failed to meet a contract requirement)? If yes:
  - a. Please provide a description of the events concerning the breach, specifically addressing the issue of whether the breach was due to factors beyond the offeror's control.
  - b. Was a corrective action plan (CAP) or its equivalent imposed? If so, describe the steps and timeframes in the CAP and whether the CAP was completed.
  - c. Was a sanction imposed? If so, please describe the sanction, including the amount of any monetary sanction (e.g., penalty or liquidated damage).
  - d. Was the breach the subject of an administrative proceeding or litigation? If so, what was the result of the proceeding/litigation?

The offeror shall provide the required information for all public-sector contracts (including, but not limited to, Medicaid, Medicare, CHIP, and public employees) as well as any non-public sector contracts that cover more than 200,000 lives.

## **2. Organizational References**

### **General Expectations:**

The offeror will:

1. Ensure its staff possess enough current knowledge of the requirements of this Scope of Work, and the applicable State and Federal regulations.

### **Mandatory Specifications:**

1. Provide three (3) external corporate references from clients who have received similar services to those proposed for this contract, especially those projects in the public sector that have occurred within the past five (5) years. If the offeror proposes to use subcontractors for significant portions of the scope of work, the offeror shall provide additional three (3) external references for each major subcontractor, if applicable. Offerors are required to submit Appendix F, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Sec I Paragraph D. It is the Offeror's responsibility to ensure the completed forms are received on or before August 4, 2020 for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the vendor's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, HSD

reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Para C.18.

Offerors shall submit the following Business Reference information as part of Offer:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

### **3. Mandatory Specifications**

#### **A. Other Administrative Responsibilities**

##### **General Expectations:**

To provide a detail description of how the offeror will ensure effective project management.

##### **Mandatory Requirements:**

1. Provide a preliminary work plan identifying the key tasks to be completed by the offeror, HSD and the State Agencies as well as outstanding issues that need to be addressed before contract implementation, with estimated timeframes and responsible parties.
2. Describe the offeror's plan for attending required onsite meetings.
3. Describe the offeror's process for problem resolution related to this project.
4. Describe the offeror's capacity to teleconference and conduct web-based conferencing.

#### **B. Quality Assurance and Program Integrity**

##### **General Expectations:**

The offeror must be committed to ensuring internal quality assurance and validation is complete prior to submitting any deliverables to HSD.

##### **Mandatory Requirements:**

1. Have a comprehensive quality assurance program that addresses accuracy, compliance and meaningful report development.
2. Have a workplan to ensure the timely submission of all deliverables.
3. Report any indication of data reporting errors to HSD immediately and promptly.
4. Cooperate with the Medicaid Fraud Control Unit (MFCU) and other

investigatory agencies.

## **D. BUSINESS SPECIFICATIONS**

### **1. Financial Stability**

- a. List any pending lawsuit or bankruptcy petitions, any lawsuit or bankruptcy that has been concluded within the last five years, or any current investigation of the offeror, its parent, affiliates, or subsidiaries that may be relevant to the operation of this program. Include a brief description of each item listed.
- b. Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

### **2. Letter of Transmittal Form**

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

### **3. Campaign Contribution Disclosure Form**

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

### **4. Cost**

Offerors must complete the Cost Response Form in Appendix D. The offeror should indicate a total cost per state fiscal year for implementation of their service. The cost should be inclusive of completing all the specifications related to the External Independent Evaluation. All charges listed on Appendix D must be justified and evidence of need documented in the proposal.

### **5. Resident Business or Resident Veterans Preference**

This procurement does not qualify for the NM Resident Business Preference or the NM Veteran's Preference because it is partially supported by federal funding from the Centers for Medicare and Medicaid Services.

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

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

Factors – correspond to section IV	Points Available
<b>Specifications</b>	Points must be assigned and defined for all factors (must total 100% of available points)
A. Scope of Work	300
B. Organizational/Business Experience	200
C. Technical Specifications	200
Cost Proposal	300
<b>Total</b>	<b>1,000</b>

The evaluation committee will use a consensus scoring process. Only the final committee score sheet will be retained.

### B. EVALUATION FACTORS

**A. Scope of Work:** Points will be awarded based on the evaluation of the quality, thoroughness, and clarity of responses to the activities detailed in the Scope of Work (SOW) in section IV.

Factor A Element Numbers	Factor A – Scope of Work	Possible Score Range
	Provide clear and thorough responses to the activities detailed in the Scope of Work in section IV of the RFP. Provide a narrative description of how your entity will execute the Scope of Work deliverables listed.	<b>300</b>
	<b>STC 114 Monitoring Report</b>	<b>80</b>
<b>1.</b>	The offeror will detail their approach in developing a summary of quarterly and annual activities and interim findings of the evaluation.	20
<b>2.</b>	The offeror will detail their approach in developing the summative quarterly reports. Include discussion of evaluation progress, methodological limitations, and present findings to date as per the approved Evaluation Design Plan.	20
<b>3.</b>	The offeror will detail their approach in developing the summative annual reports. Include discussion of evaluation	20

	progress, methodological limitations, and present findings to date as per the approved Evaluation Design Plan.	
4.	The offeror will detail in a work plan key deliverables, due dates and method of delivery. The work plan will include invoice dates for all key milestones.	20
	<b>STC 126 Interim Evaluation Report</b>	<b>40</b>
5.	The offeror will detail their approach in developing the interim evaluation report. Include discussion of evaluation progress, methodological limitations, and present findings to date as per the approved Evaluation Design Plan. The offeror will include their intent to conduct per STC 120, the evaluation in an independent manner in accord with the CMS approved Evaluation Design Plan (Exhibit A). The Interim Evaluation Report must comply with Attachment K of these STCs.	20
6.	The offeror will detail their approach in providing responses to CMS feedback and comment of the Interim Evaluation Report. The Interim Evaluation Report must comply with Attachment K of these STCs.	20
	<b>STC 129 Summative Evaluation Report</b>	<b>40</b>
7.	The offeror will detail their approach in developing the interim evaluation report. Include discussion of evaluation progress, methodological limitations, and present findings to date as per the approved Evaluation Design Plan. The offeror will include their intent to conduct per STC 120, the evaluation in an independent manner in accord with the CMS approved Evaluation Design Plan (Exhibit A). The Interim Evaluation Report must comply with Attachment K of these STCs.	20
8.	The offeror will detail their approach in providing responses to CMS feedback and comment of the Summative Evaluation Report due June 30, 2025. CMS comment and feedback to the Summative Report may take up to a year after submission.	20
	<b>HSD Deliverables, Communications and Meetings</b>	<b>140</b>
9.	The offeror will provide details on their approach to coordinating all 1115 Waiver Demonstration Evaluation activities with the designated HSD CM throughout the design, development and finalization of all evaluation reports and other deliverables. that will be applied to assess outcomes of the measures detailed in the Evaluation Design Plan.	20

10.	The offeror will provide details on their approach to participate and facilitate weekly meetings (or as often as requested by HSD) either via phone, video conference or on site at HSD.	20
11.	The offeror will provide details on their approach to provide meeting agendas, meeting minutes, and creation and distribution of informational materials.	20
12.	The offeror will provide details on their approach to facilitate and prepare onsite presentations for review of the final drafts of the 1115 Waiver Demonstration Evaluation reports for the following deliverables: Interim Evaluation and Summative Evaluation Report. This presentation will include findings, recommendations and technical assistance to HSD in finalizing these reports for submission to CMS.	20
13.	The offeror will provide details on their approach to ensure all final evaluation reports and other deliverables are timely, well written, accurate, and complete.	20
14.	The offeror will provide details on their approach to assist HSD in responding to any questions related to 1115 Demonstration Waiver Evaluation activities from CMS or other stakeholders.	20
15.	The offeror will provide details on their approach to prepare and deliver monthly Contractor activity reports and quarterly and annual summaries of activities and interim findings to HSD.	20

**B. Organizational/Business Experience as an Independent Evaluator with the 1115 Demonstration Waiver:** Points will be awarded based on the thoroughness and clarity of the response, the breadth and depth of the engagements cited and the perceived validity of the response.

<b>Factor B Element Numbers</b>	<b>Factor B – Organizational/Business Experience as an Independent Evaluator with the 1115 Demonstration Waiver</b> Provide a thorough and clear response to the elements that describe the organizations experience as an Independent Evaluator.	<b>Possible Score Range</b> <b>200</b>
1.	The offeror will provide details on their experience in working with federal programs and or demonstration waivers and evaluating effectiveness of complex, multi-partnered programs. Indicate the number of states in where the Offeror was the designated independent evaluator for an 1115 demonstration waiver. Provide a brief description of the State’s 1115 demonstration waiver model to include the following information: Integrated or service specific, number of goals, number of measures evaluated, and type of data analyzed.	40



2.	The offeror will describe in detail their experience in performing quantitative and qualitative evaluation of 1115 demonstration waivers or large-scale public assistance programs. Include details of familiarity with CMS standards and policies from program evaluation; and nationally recognized data sources. Provide details of the analytical skills and expertise with interrupted time series measures.	40
3.	The offeror will describe in detail any project successes and any project failures of an evaluation of the 1115 Demonstration Waiver.	40
4.	The offeror will provide an organizational chart of key personnel designated to conduct the Evaluation of New Mexico's 1115 Demonstration Waiver. The chart will include at a minimum the following: Engagement Leader, Lead Evaluator, Project Manager, and Statistician.	40
5.	Organizational References	40

**C. Technical Specifications:** Points will be awarded based on the thoroughness and clarity of the response, the breadth and depth of the engagements cited and the perceived validity of the response.

<b>Factor C Element Numbers</b>	<b>Factor C – Technical Specifications</b> Provide a thorough and clear response to the elements that describe the technical specifications as an Independent Evaluator.	<b>Possible Score Range</b> <b>200</b>
1.	The offeror will detail their approach in developing the technical specifications needed to establish data collection criteria for the measures identified in the Evaluation Design Plan.	50
2.	The offeror will detail their approach to extract data from all data sources identified in the Evaluation Design Plan.	50
3.	The offeror will detail their technological capacity to retrieve data, submit data and share data used to provide a meaningful and accurate assessment of all measures identified in the Evaluation Design Plan.	50
4.	The offeror will describe the features of the secure FTP site dedicated to receiving and transferring data from sources identified in the Evaluation Design Plan to include obtaining the necessary data sharing agreement.	50

**Cost Proposal (300 points)**

The offeror will be evaluated based on the total cost of implementation of the program for the 1-year contract period.

$$\text{Offeror's Points} = \frac{\text{Lowest Equivalent Total Cost}}{\text{-----}} \times \text{Maximum Points Allowed}$$

## Offeror's Total Cost

### **C. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**APPENDIX A –  
ACKNOWLEDGEMENT OF RECEIPT FORM**

# REQUEST FOR PROPOSAL

The External Independent Evaluation of Centennial Care 2.0, 1115 Demonstration  
Waiver

RFP #21-630-8000-0001

## ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with Exhibit A.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 3:00 PM MST or MDT Section II. A., SEQUENCE OF EVENTS. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Maricela Vigil, Procurement Manager  
The External Independent Evaluation of Centennial Care 2.0  
1115 Demonstration Waiver  
RFP #21-630-8000-0001  
Santa Fe, NM 87505  
Fax: 505-827-3138  
E-mail: [Maricela.Vigil@state.nm.us](mailto:Maricela.Vigil@state.nm.us)

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

Maricela Vigil, Procurement Manager,  
c/o Gary O. Chavez Chief Procurement Officer  
The External Independent Evaluation of Centennial Care 2.0  
1115 Demonstration Waiver  
RFP# 21-630-8000-0001  
Administrative Services Division Contacts Bureau  
New Mexico Human Services Department  
1474 Rodeo Road  
Santa Fe, New Mexico 87505

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**APPENDIX B –  
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## **Campaign Contribution Disclosure Form**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a 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.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

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)

\_\_\_\_\_  
Contractor

—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)

\_\_\_\_\_  
Contractor



**APPENDIX C –  
SAMPLE CONTRACT**

# **SAMPLE CONTRACT (Subject to Change)**

STATE OF NEW MEXICO  
**HUMAN SERVICES DEPARTMENT**  
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as the “HSD,” and **[Insert Contractor Name]**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the \_\_\_\_\_ (“\_\_\_”).

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

The Contractor shall perform all services detailed in Exhibit A, Scope of Work, attached to this Agreement.

**2. Compensation.**

A. The HSD shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of \_\_\_\_\_ dollars (\$\_\_\_\_\_) in FY21, FY22, FY23, FY24, FY25. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX totaling (AMOUNT) shall be paid by the HSD to the Contractor.

The HSD shall pay to the Contractor in full payment for services satisfactorily performed compensation not to exceed (AMOUNT) including gross receipts tax, if applicable, for FY21, pursuant to Exhibit A.

The HSD shall pay to the Contractor in full payment for services satisfactorily performed compensation not to exceed (AMOUNT) including gross receipts tax, if applicable, for FY22, pursuant to Exhibit A.

The HSD shall pay to the Contractor in full payment for services satisfactorily performed compensation not to exceed (AMOUNT) including gross receipts tax, if applicable, for FY23, pursuant to Exhibit A.

The HSD shall pay to the Contractor in full payment for services satisfactorily performed compensation not to exceed (AMOUNT) including gross receipts tax, if applicable, for FY24, pursuant to Exhibit A.

The HSD shall pay to the Contractor in full payment for services satisfactorily performed compensation not to exceed (AMOUNT) including gross receipts tax, if applicable, for FY25, pursuant to Exhibit A.

B. Payment in FY21, FY22, FY23, FY24 and FY25 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices **MUST BE** received by the HSD 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 HSD 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 HSD 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 EXECUTED BY THE CONTRACTS REVIEW BUREAU (CRB). This Agreement shall terminate on June 30, 2025, unless terminated pursuant to Section 4 (Termination), or Section 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**4. Termination.**

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

B. Notice; HSD Opportunity to Cure.

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

2. Contractor shall give HSD written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the HSD's material breaches of this Agreement upon which the termination is based and (ii) state what the HSD must do to cure such material breaches. Contractor's notice of termination shall only be effective (iii) if the HSD does not cure all material breaches within the thirty (30) day notice period or (iv) in the case of material breaches that cannot be cured within thirty (30) days, the HSD 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 HSD; (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 Section 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the HSD'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 HSD 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 HSD; 2) comply with all directives issued by the HSD in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the HSD shall direct for the protection, preservation, retention or transfer of all property titled to the HSD 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 HSD 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 HSD to the Contractor. The HSD's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the HSD 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 HSD 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 HSD.

**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 HSD. 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 HSD, 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.**

A. **“Confidential Information”** shall mean information, data, or materials of a party (the **“Disclosing Party”**) disclosed to the other party (the **“Receiving Party”**) which are to the Disclosing Party secret, proprietary and/or confidential. Confidential Information of a Disclosing Party shall also expressly include all data, information, materials and subject matter, methods, processes, techniques, systems and know-how. All of the foregoing shall be Confidential Information hereunder irrespective of its field of use and whether it is: (1) owned by the Disclosing Party, leased or licensed from third parties held for the benefit of or in connection with its clients, customers, business partners or investors; (2) intangible or tangible, but if tangible, regardless of form, medium or physical format including paper documents or graphic or machine readable media; and (iii) actually disclosed to a party, but if actually disclosed, whether in whole or in part or orally or in writing.

B. Notwithstanding the foregoing, the Receiving Party shall have no obligation under Section 10(a) with respect to any Confidential Information which the Receiving Party can demonstrate by reasonable written evidence contemporaneous with the event of the exclusion sought to be used hereunder: (i) was already known to it at the time of its receipt hereunder or under any predecessor to this Agreement; (ii) is or becomes generally available to the public other than by means of breach of this Agreement or any predecessor to this Agreement; (iii) is independently obtained from a third party (other than any authorized recipient) whose disclosure to the Receiving Party does not violate a duty of confidentiality; (iv) is independently developed by or on behalf of the Receiving Party without use of, reference to or reliance on any Confidential Information. If the Receiving Party is required by a court or other body of competent jurisdiction to disclose the Confidential Information, the Receiving Party may disclose only so much Confidential Information as is legally required, provided that the Receiving Party has given notice of such compelled disclosure to the Disclosing Party and has given the Disclosing Party a reasonable opportunity, at its own expense, to object to such disclosure and has provided reasonable assistance in obtaining and enforcing a protective order or other appropriate means of safeguarding any Confidential Information so required to be disclosed.

C. Receiving Party will not publish or otherwise disclose to third parties outside it employ, or acting as legal counsel to the Receiving Party and any information acquired by the Receiving Party from the Disclosing Party as a result of this Agreement and not to use such proprietary or confidential information for any reason other than to perform its obligations hereunder. A Receiving Party will advise all of its employees and independent contractors who receive information relating to the Disclosing Party under this Agreement that such information is confidential and must not be disclosed to anyone without the other Party’s permission. The Receiving Party will use at least the same care and discretion to avoid disclosure of the Disclosing Party’s proprietary or confidential information as it uses to protect its own similar information, but not less than reasonable care.

**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 HSD 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, and Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

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

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

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

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

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

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

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

D. All terms defined in the Governmental Conduct Act have the same meaning in this Section 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 HSD 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 Section 4 herein, or to agree to the reduced funding.

**14. Merger.**

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

**15. Penalties for Violation of Law.**

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

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment

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

**17. Applicable Law.**

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

**18. Workers Compensation.**

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

**19. Records and Financial Audit.**

A. 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 five (5) years from the date of final payment under this Agreement. The records shall be subject to inspection by the HSD, the Department of Finance and Administration and the State Auditor. The HSD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the HSD to recover excessive or illegal payments.

B. Contract for an independent A-133 audit at the Contractor's expense, as applicable. The Contractor shall ensure that the auditor is licensed to perform audits in the State of New Mexico and shall be selected by a competitive bid process. The Contractor shall enter into a written contract with the auditor specifying the scope of the audit, the auditor's responsibility, the date by which the audit is to be completed and the fee to be paid to the auditor for this service. Single audits shall comply with procedures specified by the HSD. The audit of this Agreement shall cover compliance with Federal Regulations and all financial transactions hereunder for the entire term of the Agreement in accordance with procedures promulgated by OMB Circulars or by Federal program officials for the conduct and report of such audits. An official copy of the independent auditor's report shall be made available to the HSD and any other authorized entity as required by law within fifteen (15) days of receipt of the final audit report. The Contractor may request an extension to the deadline for submission of the audit report in writing to the HSD for good cause and the HSD reserves the right to approve or reject any such request. The HSD retains the right to contract for an independent financial and functional audit for funds and operations under this Section 19(B) if it determines that such an audit is warranted or desired.



C. Upon completion of the audit under the applicable federal and state statutes and regulations, the Contractor shall notify the HSD when the audit is available for review and provide online access to the HSD, or the Contractor shall provide the HSD with four (4) originals of the audit report. The HSD will retain two (2) and one (1) will be sent to the HSD/Office of the Inspector General and one (1) to the HSD/Administrative Services Division/Compliance Bureau.

D. Within thirty (30) days thereafter or as otherwise determined by the HSD in writing, the Contractor shall provide the HSD with a response indicating the status of each of the exceptions or findings in the said audit report. If either the exceptions or findings in the audit are not resolved within thirty (30) days, the HSD has the right to reduce funding, terminate this Agreement, and/or recommend decertification in compliance with state and/or federal regulations governing such action.

E. This audit shall contain a schedule of financial expenditures for each program to facilitate ease of reconciliation by the HSD. This audit shall also include a schedule of depreciation for all property or equipment with a purchase price of \$5,000 or more pursuant to OMB Circulars A-21, A-87, A-110, A-122 and A-133 where appropriate.

F. This audit shall include a report on compliance with requirements applicable to each major program and internal control over compliance in accordance with OMB Circulars A-21, A-87, A-110, A-122 and A-133 where appropriate.

**20. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the HSD 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 HSD 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 this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of this Agreement, health insurance for those employees and offer that health insurance to those employees 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 HSD:           Maricela Vigil, Procurement Manager  
Human Services Department, Medical Assistance Division  
PO Box 2348  
Santa Fe, NM 87504  
Phone: 505-827-3166  
Email: Maricela.Vigil@state.nm.us

To the Contractor:   **[Insert Contractor Information]**

**25. Debarment and Suspension**

A. Consistent with either 7 C.F.R. Part 3017 or 45 C.F.R. Part 76, as applicable, and as a separate and independent requirement of this PSC the Contractor certifies by signing this PSC, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this PSC, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a

governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this PSC, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

B. The Contractor's certification in Paragraph A, above, is a material representation of fact upon which the HSD relied when this PSC was entered into by the parties. The Contractor's certification in Paragraph A, above, shall be a continuing term or condition of this PSC. As such at all times during the performance of this PSC, the Contractor must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification the Contractor was then executing this PSC for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph A, above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:

1. The Contractor shall provide immediate written notice to the HSD's Program Manager if, at any time during the term of this PSC, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this PSC or has become erroneous by reason of new or changed circumstances.

2. If it is later determined that the Contractor's certification in Paragraph A, above, was erroneous on the effective date of this PSC or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the HSD, the HSD may terminate the PSC.

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

**26. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions**

A. The applicable definitions and exceptions to prohibited conduct and disclosures contained in 31 U.S.C. § 1352 and 45 C.F.R. Part 93 or Subparts B and C of 7 C.F.R. Part 3018, as applicable, are hereby incorporated by reference in subparagraph (B) of this certification.

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

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

2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer.

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

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

## **27. Non-Discrimination**

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

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

C. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation or be denied the benefits of, or otherwise be

subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert similar provisions in all subcontracts for services allowed under this PSC under any program or activity.

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

**28. Drug Free Workplace**

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

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

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

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

1. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establish an ongoing drug-free awareness program to inform such employees about:
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Provide all employees engaged in performance of the PSC with a copy

of the statement required by subparagraph B(1);

4. Notify such employees in writing in the statement required by subparagraph (B)(1) of this clause that, as a condition of continued employment on this PSC, the employee will:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction;
5. Notify the HSD Program Manager in writing within ten (10) days after receiving notice under (B)(4)(ii) of this paragraph, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within thirty (30) days after receiving notice under B(4)(ii) of this paragraph of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
7. Make a good faith effort to maintain a drug-free workplace through implementation of B (1) through B (6) of this paragraph.

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

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

## **29. Findings and Sanctions**

A. The Contractor agrees to be subject to the findings and sanctions assessed as a result of the HSD audits, federal audits, and disallowances of the services provided pursuant to this PSC and the administration thereof.

B. The Contractor will make repayment of any funds expended by the HSD, subject to which an auditor with the jurisdiction and authority finds were expended, or to which appropriate federal funding agencies take exception and so request reimbursement through a

disallowance or deferral based upon the acts or omissions of the Contractor that violate applicable federal statutes and/or regulations, subject to sufficient appropriations of the New Mexico Legislature.

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

**30. 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 Contracts Review Bureau.**

By: \_\_\_\_\_  
HSD Cabinet Secretary

Date: \_\_\_\_\_

By: \_\_\_\_\_  
HSD Office of General Counsel

Date: \_\_\_\_\_

By: \_\_\_\_\_  
HSD Chief Financial Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Contractor

Date: \_\_\_\_\_

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

ID Number: [Insert Contractor Tax ID#]

By: \_\_\_\_\_  
Taxation and Revenue Department

Date: \_\_\_\_\_

This Agreement has been approved by the Contracts Review Bureau:

By: \_\_\_\_\_  
Contracts Review Bureau

Date: \_\_\_\_\_



**APPENDIX D –  
COST RESPONSE FORM**

## COST RESPONSE FORM

### Human Services Department The External Independent Evaluation of Centennial Care 2.0 1115 Demonstration Waiver

RFP #21-630-8000-0001

The offeror should indicate a total cost per state fiscal year for implementation of their service. The cost should be inclusive of completing all the specifications related 1115 Waiver Demonstration Evaluation. The offeror will be evaluated based on the total cost of implementation of the program.

<b>Description</b>	<b>Year</b>	<b>Quantity</b>	<b>Total Cost</b>
Quarterly Summaries of activities and interim findings. (maximum 5 pages)	FY21	4 (per year)	
Annual Summary of activities and interim findings. (maximum 10 pages)	FY21	1 (per year)	
Quarterly Summaries of activities and interim findings. (maximum 5 pages)	FY22	4 (per year)	
Annual Summary of activities and interim findings. (maximum 10 pages)	FY21	1 (per year)	
Interim Evaluation Report	FY23	1	
Quarterly Summaries of activities and interim findings. (maximum 5 pages)	FY23	4 (per year)	
Annual Summary of activities and interim findings. (maximum 10 pages)	FY21	1 (per year)	
Quarterly Summaries of activities and interim findings. (maximum 5 pages)	FY24	4 (per year)	
Annual Summary of activities and interim findings. (maximum 10 pages)	FY21	1 (per year)	
Quarterly Summaries of activities and interim findings. (maximum 5 pages)	FY25	4 (per year)	
Annual Summary of activities and interim findings. (maximum 10 pages)	FY21	1 (per year)	
Summative Evaluation Report	FY26	1	

FIRM NAME:	
SIGNATURE:	DATE:

**APPENDIX E –  
LETTER OF TRANSMITTAL FORM**

## *Letter of Transmittal Form*

**RFP#: 21-630-8000-0001**

**Offeror Name:** \_\_\_\_\_ **FED ID#** \_\_\_\_\_

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the submitting organization:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

5. Use of Sub-Contractors (Select one)

\_\_\_\_ No sub-contractors will be used in the performance of any resultant contract OR

\_\_\_\_ The following sub-contractors will be used in the performance of any resultant contract:

\_\_\_\_\_  
(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

\_\_\_\_\_  
(Attach extra sheets, as needed)

7. \_\_\_\_\_ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

\_\_\_\_\_ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

\_\_\_\_\_ I acknowledge receipt of any and all amendments to this RFP.

\_\_\_\_\_, 2018  
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

**APPENDIX F –  
ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

## **ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

The State of New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to:

Name: Maricela Vigil, Procurement Manager  
Address: Medical Assistance Division  
1 Plaza la Prensa Rd  
Santa Fe, NM 87507  
  
Phone: 505-827-3166  
Fax: 505-827-3138  
E-mail: Maricela.Vigil@state.nm.us

by August 4, 2020 for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

# RFP #21-630-8000-0001

## ORGANIZATIONAL REFERENCE QUESTIONNAIRE

### FOR:

---

(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of New Mexico, Human Services Department via facsimile or e-mail at:

Name: Maricela Vigil, Procurement Manager  
Address: Medical Assistance Division  
1 Plaza la Prensa Rd  
Santa Fe, NM 87507  
  
Phone: 505-827-3166  
Fax: 505-827-3138  
E-mail: Maricela.Vigil@state.nm.us

no later than August 4, 2020 and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

<b>Company providing reference:</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number</b>	
<b>Contact e-mail address</b>	
<b>Project description;</b>	
<b>Project dates (starting and ending);</b>	
<b>Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);</b>	

QUESTIONS:

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:



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

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

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

COMMENTS:

7. How satisfied are you with the products developed by the vendor?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

**APPENDIX G –  
SUSPENSION AND DEBARMENT REQUIREMENT**

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS**

The entering of a contract between HSD and the successful Offeror pursuant to this RFP is a “covered transaction,” as defined by 45 C.F.R. Part 76. HSD’s contract with the successor Offeror shall contain a provision relating to debarment, suspension, and responsibility. All Offerors must provide as a part of their proposals a certification to HSD in the form provided below. Failure of an Offeror to furnish a certification or provide such additional information as requested by the Procurement Manager for this RFP will render the Offeror non-responsible. Furthermore, the Offeror shall provide immediate written notice to the Procurement Manager for this RFP if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Although HSD may review the veracity of the certification through the use of the federal Excluded Parties Listing System or by other means, the certification provided by the Offeror in paragraph A., below, is a material representation of fact upon which HSD will rely when making a contract award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to HSD, HSD may terminate the contract resulting from this request for proposals for default.

The certification provided by the Offeror in paragraph A., below, will be considered in connection with a determination of the Offeror's responsibility. A certification that any of the items in paragraph A., below, exists may result in rejection of the Offeror’s proposal for non responsibility and the withholding of an award under this RFP. If the Offeror’s certification indicates that any of the items in paragraph A., below, exists, the Offeror shall provide with its proposal a full written explanation of the specific basis for, and circumstances connected to, the item; the Offeror’s failure to provide such explanation will result in rejection of the Offeror’s proposal. If the Offeror’s certification indicates that that any of the items in paragraph A., below, exists, HSD, in its sole discretion, may request, that the U.S. Department of Health and Human Services grant an exception under 45 C.F.R. §§ 76.120 and 76.305 if HSD believes that the procurement schedule so permits and an exception is applicable and warranted under the circumstances. In no event will HSD award a contract to an Offeror if the requested exception is not granted for the Offeror.

By signing and submitting a proposal in response to this RFP, the Offeror certifies, to the best of its knowledge and belief, that:

A. The Offeror and/or any of its Principals (check applicable blocks):

Status	Yes	No
Are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency.		
Have, within a three-year period preceding the date of the Offeror's proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.		
Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with, commission of any of the offenses enumerated in paragraph A. (2) of this certification.		
Have, within a three-year period preceding the date of Offeror's proposal, had one or more public agreements or transactions (federal, state or local) terminated for cause or default.		
Have been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.		

- B. "Principal," for the purposes of this certification, shall have the meaning set forth in 45 C.F.R. § 76.995 and shall include an officer, director; owner, partner, principal investigator, or other person having management or supervisory responsibilities related to a covered transaction. "Principal" also includes a consultant or other person, whether or not employed by the participant or paid with federal funds, who: is in a position to handle federal funds; is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.
- C. For the purposes of this certification, the terms used in the certification, such as covered transaction, debarred, excluded, exclusion, ineligible, ineligibility, participant, and person have the meanings set forth in the definitions and coverage rules of 45 C.F.R. Part 76.
- D. Nothing contained in the foregoing certification shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph A. of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

OFFEROR:	
SIGNATURE/TITLE:	DATE:

**Exhibit A -  
MEDICAID 1115 DEMONSTRATION AND  
SUBSTANCE USE DISORDER WAIVER  
EVALUATION DESIGN PLAN  
CENTENNIAL CARE 2.0 — 11W 00285/6**

# **MEDICAID 1115 DEMONSTRATION AND SUBSTANCE USE DISORDER WAIVER EVALUATION DESIGN PLAN**

**CENTENNIAL CARE 2.0 — 11W  
00285/6**

**JANUARY 9, 2020**

**State of New Mexico Human Services Department  
Medical Assistance Division**

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# A

## General Background Information

### G. History and Overview

In 2013, prior to the introduction of New Mexico's 1115 demonstration waiver, approximately 520,000 individuals, more than a quarter of the state's population, received health care through the Medicaid program. At that time, New Mexico sought to improve the Medicaid system to address the following challenges:

- An administratively complex program operating under 12 separate federal waivers in addition to a fee-for-service program for those who either opted out of or were exempt from managed care.
- A fragmented program, with seven different health plans administering different benefit packages for defined populations, making it difficult for individuals, providers, and managed care organizations (MCOs) to manage complex medical and behavioral conditions.
- A system that paid for the quantity of services delivered without emphasis on the quality of care that was being delivered.
- An expensive program, consuming about 16% of the state budget, up from 12% the previous year.

Since launching the Centennial Care Program in January 2014, New Mexico's goals for reforming Medicaid have been to:

- Assure that Medicaid beneficiaries in the program receive the right amount of care, delivered at the right time and in the right setting.
- Ensure that the care and services being provided are measured in a manner that will improve quality and not solely reimbursed based on quantity.
- Show the growth rate of costs or "bend the cost curve" over time without reductions in benefits, eligibility or provider rates.
- Streamline and modernize the Medicaid program.

New Mexico's Section 1115 demonstration waiver, commonly referred to as the Centennial Care program featured an integrated, comprehensive Medicaid delivery system in which the member's MCO was responsible for coordinating the member's full array of services: acute care (including

pharmacy), behavioral health services, institutional service and home- and community-based services (HCBS). The original Section 1115 waiver was effective through December 2018 when an extension of the waiver was requested and approved by the Center for Medicare and Medicaid Services. In the extension of the demonstration, known as Centennial Care 2.0, the goals, as stated above for the original waiver, continue to be in place. The extension allows New Mexico to continue to advance initiatives begun under the previous demonstration while implementing new, targeted initiatives to address specific gaps in care and improve healthcare outcomes for its most vulnerable members.

As of February 2019, 831,398 members were enrolled in the Medicaid program. Centennial Care 2.0 became effective January 1, 2019 and will build on the strengths of Centennial Care 1.0 while supporting improvements to achieve four aims:

- Continue the use of appropriate services by members to enhance member access to services and quality of care.
- Manage the pace at which costs are increasing while sustaining or improving quality, services, eligibility and provider rates.
- Streamline processes and modernize the Centennial Care health delivery system through use of data, technology and a member focus.
- Improve access to, and quality of, treatment for Medicaid beneficiaries with Substance Use Disorder (SUD).

Initiatives to improve SUD services will ensure the appropriate level of treatment is provided, increase the availability of medication assisted treatment (MAT), and enhance coordination between levels of care. In addition, New Mexico will launch new supportive housing services for individuals with serious mental illness.

The need to address substance disorders in New Mexico is based on statistics that exceed those of the nation and the impact of SUD on the health of members in Medicaid<sup>1</sup>:

- Over the past 30 years, New Mexico has consistently had among the highest alcohol-related death rates in the United States.
- New Mexico's rate of death due to alcohol-related chronic disease was more than twice the national rate in 2017. American Indians, both male and female, and Hispanic males have extremely high rates.
- Alcohol related injury deaths were 1.6 times the national average in 2016.

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<sup>1</sup> New Mexico Substance Use Epidemiology Profile, December 2018. <https://nmhealth.org/data/view/substance/2201/>

- In the reporting period 2012-2016, drug overdoses surpassed alcohol related motor vehicle traffic crashes.
- Unintentional drug overdoses account for almost 86% of drug overdose deaths with the most common drugs accounting for deaths in descending order being prescription opioids, benzodiazepines, cocaine and methamphetamines.
- New Mexico had the seventeenth highest drug overdose death rate in the nation.
- Opioid overdose related emergency department (ED) visits increased by 51% in New Mexico between 2013 and 2017.
- The negative consequences of excessive alcohol use in New Mexico are not limited to death but also include domestic violence, crime, poverty, and unemployment as well as chronic liver disease, motor vehicle crash and other injuries, mental illness and a variety of other medical problems.

New Mexico has made significant advances in recent years in services to both prevent and treat opioid use disorder (OUD) and SUD, halting the increasing overdose trend from the highest rate among states to 17th<sup>2</sup>, however, high substance use and related health consequences require more aggressive intervention that the waiver will support. Initiatives to improve SUD services will ensure the appropriate level of treatment is provided, increase the availability of MAT and enhance coordination between levels of care.

## **H. Demonstration Approval**

The New Mexico “Centennial care 2.0 Medicaid 1115 Demonstration” renewal, was approved on December 14, 2018, became effective January 1, 2019 and will continue through December 31, 2023 (five years).

## **I. Description of the Demonstration**

This waiver renewal builds upon the Centennial Care program’s accomplishments and maximizes opportunities for targeted improvements and other modifications in key areas such as care coordination, benefit and delivery system refinements, payment reform, member engagement and administrative simplification. Improvements and modifications to the program include:

- Refining care coordination to better meet the needs of high-cost, high-need members, especially during transitions in settings of care.

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<sup>2</sup> <https://www.nmparmacy.org/resources/2018%2006%2023%20-%20NMPhA%20Law%20Update.pdf>

- Continuing to expand access to Long-Term Services and Supports (LTSS) and maintain the progress achieved in rebalancing efforts.
- Improving the integration of behavioral and physical health services, with greater emphasis on other social factors that impact population health and improving the continuum of care for SUDs.
- Expanding payment reform through value-based purchasing (VBP) arrangements to achieve improved quality and better health outcomes.
- Building upon and incorporating policies that seek to enhance members' ability to become more active participants in their own health care

The demonstration extension will provide home visiting services focusing on prenatal care, post-partum care and early childhood development as well as enhanced services for SUD.

Rationale for including home visitation is based on research that show that home-visitation programs positively impact maternal, prenatal and postnatal care and infant care. The results from research involving Medicaid members receiving maternal and infant healthcare, such as a study in Michigan, provide strong evidence for the effectiveness of a Medicaid-sponsored population-based home-visitation program in improving maternal prenatal and postnatal care and infant care<sup>3</sup>.

Rationale for emphasis on SUDs and improving the integration of behavioral and physical health services, is based on research and evidence-based practice. Research reported by Ritchie and Roser suggests that “the transition from intermittent or regular use toward addiction and relapse are most strongly influenced by a mixture of stress response, environmental factors, genetic predisposition to addiction and importantly the drug-induced effects which often create a cycle of addiction and relapse.” The Ritchie/Roser article also relates mental health as a risk factor for SUD postulating that a person with a mental health condition is 1.1 to 6.3 times more likely to develop a SUD. ADHD, bipolar disorder, intermittent explosive disorder, and PTSD are among the top diagnoses signaling risk.

For these reasons New Mexico's 1115 waiver extension improves the continuum of SUD services with an implementation plan that includes:

- Treatment of co-occurring mental health conditions with a primary diagnosis of SUD.
- A focus on the integration of SUD screening in physical health provider locations.
- The introduction of behavioral health counselors in primary care agencies, and primary care practitioners in behavioral health agencies; and

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<sup>3</sup> Maghea, C.Ci, Raffo, J.E., Zhu, Q, and Roman, L (2013). Medicaid home visitation and maternal and infant healthcare utilization. American Journal of Preventive Medicine 45(4), October 2013, 441-447.

- Interdisciplinary teaming with the Medicaid beneficiary and his/her natural supports to treat not only the person with the SUD, but also the family or natural support system.

## J. Population Impacted

Table 1 represents the eligibility groups currently served in Centennial Care. As of February 2019, New Mexico’s Medicaid program covered 831,398 individuals, with approximately 700,000 enrolled in Centennial Care. Since the end of 2013, New Mexico’s Human Services Department, Medical Assistance Division has enrolled more than 390,000 new individuals into the program, with the largest growth attributed to the Medicaid adult expansion program.

**Table 1 – Eligibility Groups Covered in Centennial Care**

POPULATION GROUP	POPULATIONS
TANF and Related	<ul style="list-style-type: none"> <li>• Newborns, infants and children</li> <li>• Children’s Health Insurance Program</li> <li>• Foster children</li> <li>• Adopted children</li> <li>• Pregnant women</li> <li>• Low income parent(s)/caretaker(s) and families</li> <li>• Breast and Cervical Cancer</li> <li>• Refugees</li> <li>• Transitional Medical Assistance</li> </ul>
SSI Medicaid	<ul style="list-style-type: none"> <li>• Aged, blind, and disabled</li> <li>• Working disabled</li> </ul>
SSI Dual Eligible	<ul style="list-style-type: none"> <li>• Aged, blind, and disabled</li> <li>• Working disabled</li> </ul>
Medicaid Expansion	<ul style="list-style-type: none"> <li>• Adults between 19 – 64 years old up to 133% of MAGI</li> </ul>

The following populations are excluded from Centennial Care:

- Qualified Medicare Beneficiaries.
- Specified Low Income Medicare Beneficiaries.
- Qualified Individuals.
- Qualified Disabled Working Individuals.
- Non-citizens only eligible for emergency medical services.

- Program of All-inclusive Care for the Elderly.
- Individuals residing in ICF/IIDs.
- Medically Fragile 1915(c) waiver participants for HCBS.
- Developmentally Disabled 1915(c) waiver participants for HCBS.
- Individuals eligible for family planning services only; and
- Mi Via 1915 (c) Waiver participants for HCBS.

# B

## Evaluation Questions and Hypotheses

### K. Evaluation Framework Introduction

The evaluation of the New Mexico 1115 Demonstrative Waiver renewal will utilize a mixed-methods evaluation design with three main goals:

1. Describe the progress made on specific waiver-supported activities (process/implementation evaluation);
2. Demonstrate change/accomplishments in the waiver; and
3. Demonstrate progress in meeting the overall project goals/aims.

Evaluation methods will include descriptive statistics showing change over time in both counts and rates for specific metrics and interrupted time series analysis to assess the degree to which the timing of waiver interventions affect changes across specific outcome measures.

### L. Targets for Improvement

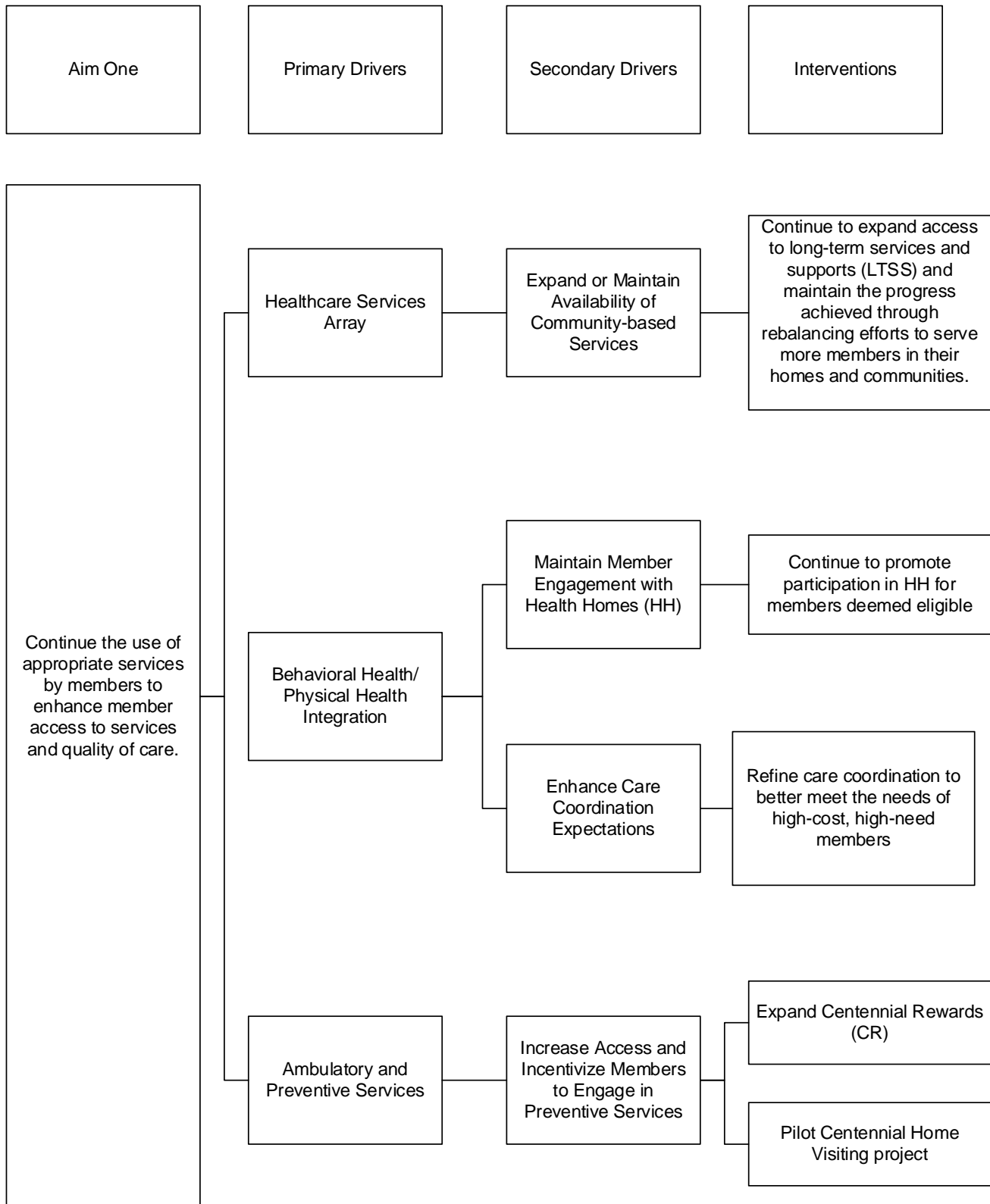
PROGRAM OBJECTIVES	QUANTIFIABLE TARGET
<p>Assure that Medicaid members in the program receive the right amount of care, delivered at the right time and in the right setting.</p> <p>Ensure that the care and services being provided are measured in terms of their quality and not solely by quantity.</p>	<p>I. Continue the use of appropriate services by members to enhance member access to services and quality of care.</p>
<p>Slow the growth rate of costs or “bend the cost curve” over time without inappropriate reductions in benefits, eligibility or provider rates.</p>	<p>II. Manage the pace of cost increases while sustaining or improving quality, services, and eligibility.</p>
<p>Streamline and modernize the Medicaid program in the State of New Mexico.</p>	<p>III. Streamline processes and modernize the Centennial Care health delivery system through use of data, technology and person-centered care.</p>
<p>Ensure members have access to high quality, evidence-based OUD and other SUD treatment services ranging from medically supervised withdrawal management to ongoing chronic care for these conditions in cost-effective settings.</p>	<p>IV. Improve access to, and quality of treatment for Medicaid beneficiaries with SUD.</p>

## **M.Driver Diagrams, Research Questions and Hypotheses**

The program aims represent the goals of the waiver. The primary drivers represent concepts related to the aims which lead to strategic initiatives (secondary drivers) put into action through interventions. The driver diagrams below present the connections between the interventions, initiatives, healthcare concepts and program goals.

Evaluation questions and hypotheses for each aim were derived from and organized based on the Driver Diagrams below. The overall aims of the project are to: 1) Continue the use of appropriate services by members and to enhance member access to services and quality of care; 2) Manage the pace at which costs are increasing while sustaining or improving quality, services, eligibility and provider rates; 3) Streamline processes and modernize the Centennial Care health delivery system through use of data, technology and person centered care; 4) Improve quality of care and outcomes for Medicaid beneficiaries with SUD. To accomplish these goals, the demonstration includes several key activities and interventions to maintain current levels or improve performance and health outcomes for Centennial Care 2.0 members. The hypotheses were developed based on the potential for improvement, the ability to measure performance (including baseline measurement) and, where appropriate, use of comparison groups to isolate the effects of the Demonstration and interventions.





**Aim One: Continue the use of appropriate services by members to enhance member access to services and quality of care.**

**PRIMARY DRIVER: HEALTHCARE SERVICES ARRAY**

**Hypothesis 1: Continuing to expand access to LTSS and maintaining the progress achieved through rebalancing efforts to serve more members in their homes and communities will maintain the number of members accessing Community Benefit (CB) services.**

Q1: Has the number of members accessing CB services been maintained year-over-year?

**PRIMARY DRIVER: BEHAVIORAL HEALTH/PHYSICAL HEALTH INTEGRATION**

**Hypothesis 2: Promoting participation in a health home will result in increased member engagement with the Health Home and increase access to integrated physical and behavioral health care in the community.**

Q1: Is there an increase in the number/percentage of members enrolled in a Health Home?

Q2: Is the proportion of members engaged in a Health Home receiving any PH services higher than those not engaged in a Health Home?

**Hypothesis 3: Enhanced care coordination supports integrated care interventions, which lead to higher levels of access to preventative/ ambulatory health services**

Q1: Is there an increase in Centennial Care members who have at least one claim for preventative/ambulatory care in a year?

Q2: Does engagement in a Health Home result in beneficiaries receiving more ambulatory/ preventative health services?

**Hypothesis 4: Engagement in a Health Home and care coordination support Integrative care interventions, which improve quality of care.**

Q1: To what extent is Health Home engagement associated with improved disease management?

Q2: Does Health Home engagement result in increased follow up after hospitalization for mental illness?

**PRIMARY DRIVER: PREVENTIVE SERVICES**

**Hypothesis 5: Expanding member access to and incentives for preventative care through the Centennial Home Visitation (CHV) pilot program and Centennial Rewards (CR) will encourage members to engage in preventative care services**

Q1: Has the percentage of Centennial Care members participating in CR increased?

Q2: Are CR incentive redeeming members likely to receive more preventative/ ambulatory services on an annual basis than those who have not redeemed incentives in the 12 month period following the initial redemption?

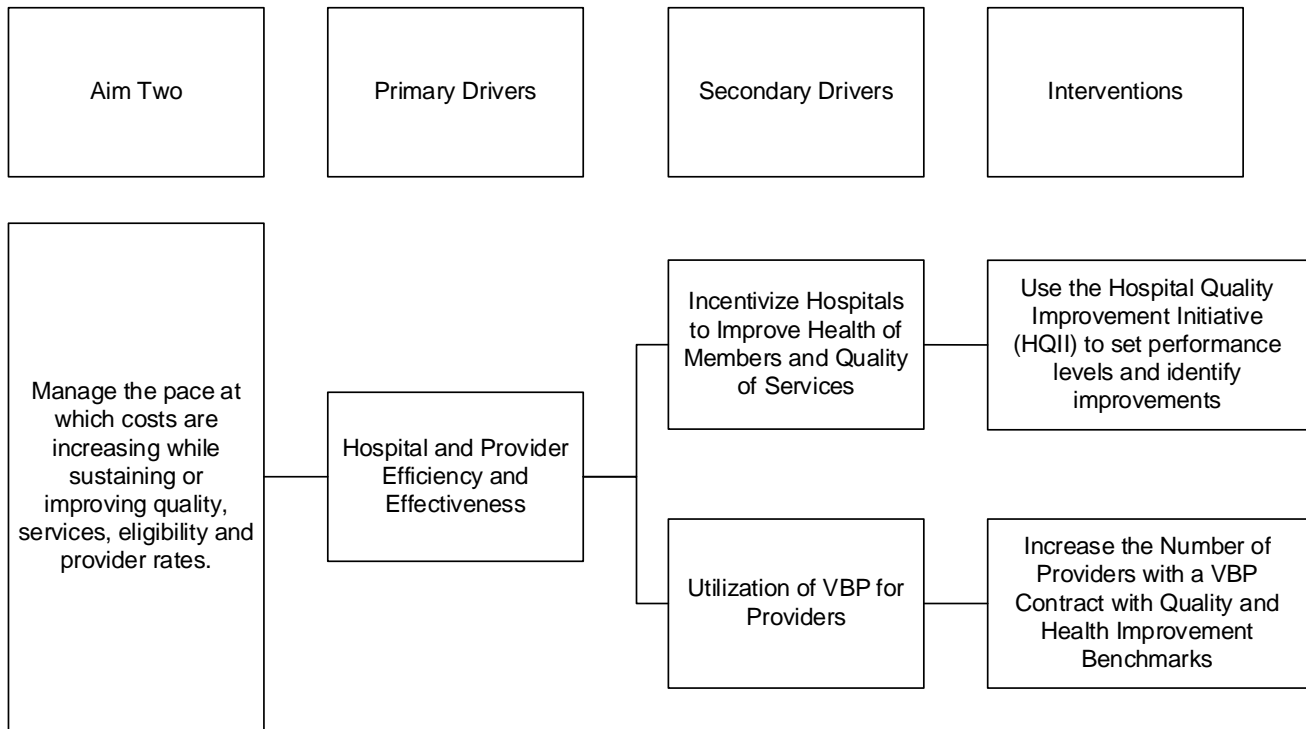
Q3: Does use of CR encourage members to improve their health and make healthy choices?

**PRIMARY DRIVER: HEALTHCARE SERVICES ARRAY**

Q4: Is the percentage of babies born with low birth weight (< 2,500 grams<sup>4</sup>) to mothers participating in the CHV pilot program lower than the percentage of low birth weight babies born to Medicaid mothers who do not participate in the CHV pilot program?

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<sup>4</sup> Specifications from the Medicaid Child Core Set.

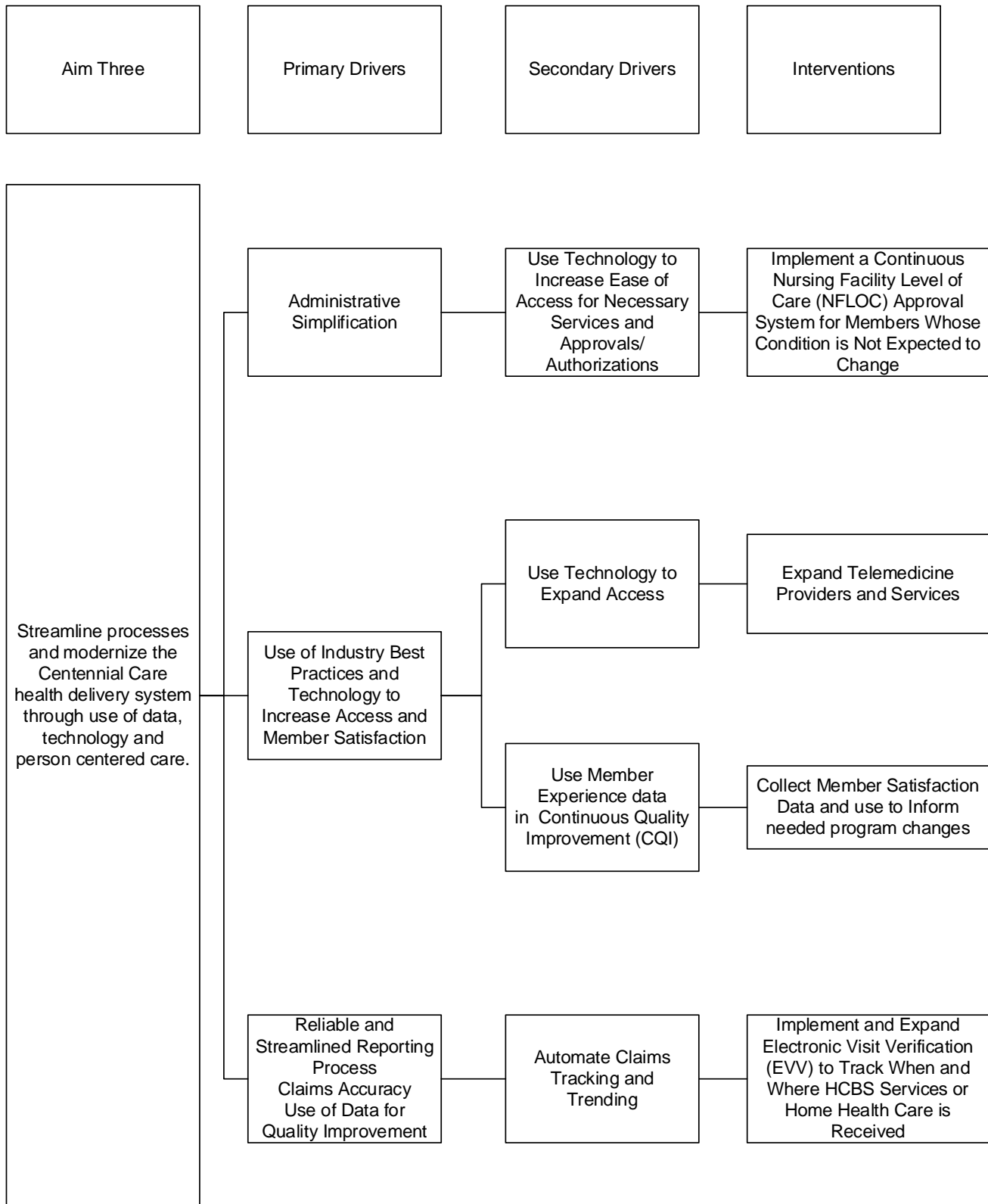


**Aim Two: Manage the pace at which costs are increasing while sustaining or improving quality, services and eligibility.**

**PRIMARY DRIVER: HOSPITAL AND PROVIDER EFFICIENCY AND EFFECTIVENESS**

**Hypothesis 1: Incentivizing hospitals to improve health of members and quality of services and increasing the number of providers with VBP contracts will manage costs while sustaining or improving quality.**

- Q1: Has the number of providers with VBP contracts increased?
- Q2: Has the number of providers participating in VBP arrangements, who meet quality metric targets increased?
- Q3: Has the amount paid in VBP arrangements increased?
- Q4: Has reported performance of Domain 1 measures in the Safety Net Care Pool (SNCP) Hospital Quality Improvement Program been maintained or improved?
- Q5: Do cost trends align with expected reimbursement and benefit changes?



**Aim Three: Streamline processes and modernize the Centennial Care health delivery system through use of data, technology and person-centered care.**

**PRIMARY DRIVER: ADMINISTRATIVE SIMPLIFICATION**

**Hypothesis 1: The Demonstration will relieve administrative burden by implementing a continuous Nursing Facility Level of Care approval with specific criteria for members whose condition is not expected to change over time.**

Q1: Has the number of continuous NFLOC approvals increased during the Demonstration?

**PRIMARY DRIVER: USE OF INDUSTRY BEST PRACTICES AND TECHNOLOGY TO INCREASE ACCESS AND MEMBER SATISFACTION**

**Hypothesis 2: The use of technology and CQI processes align with increased access to services and member satisfaction.**

Q1: Has the number of telemedicine providers increased during Centennial Care 2.0?

Q2: Has the number of unduplicated members with a telemedicine visit increased during Centennial Care 2.0?

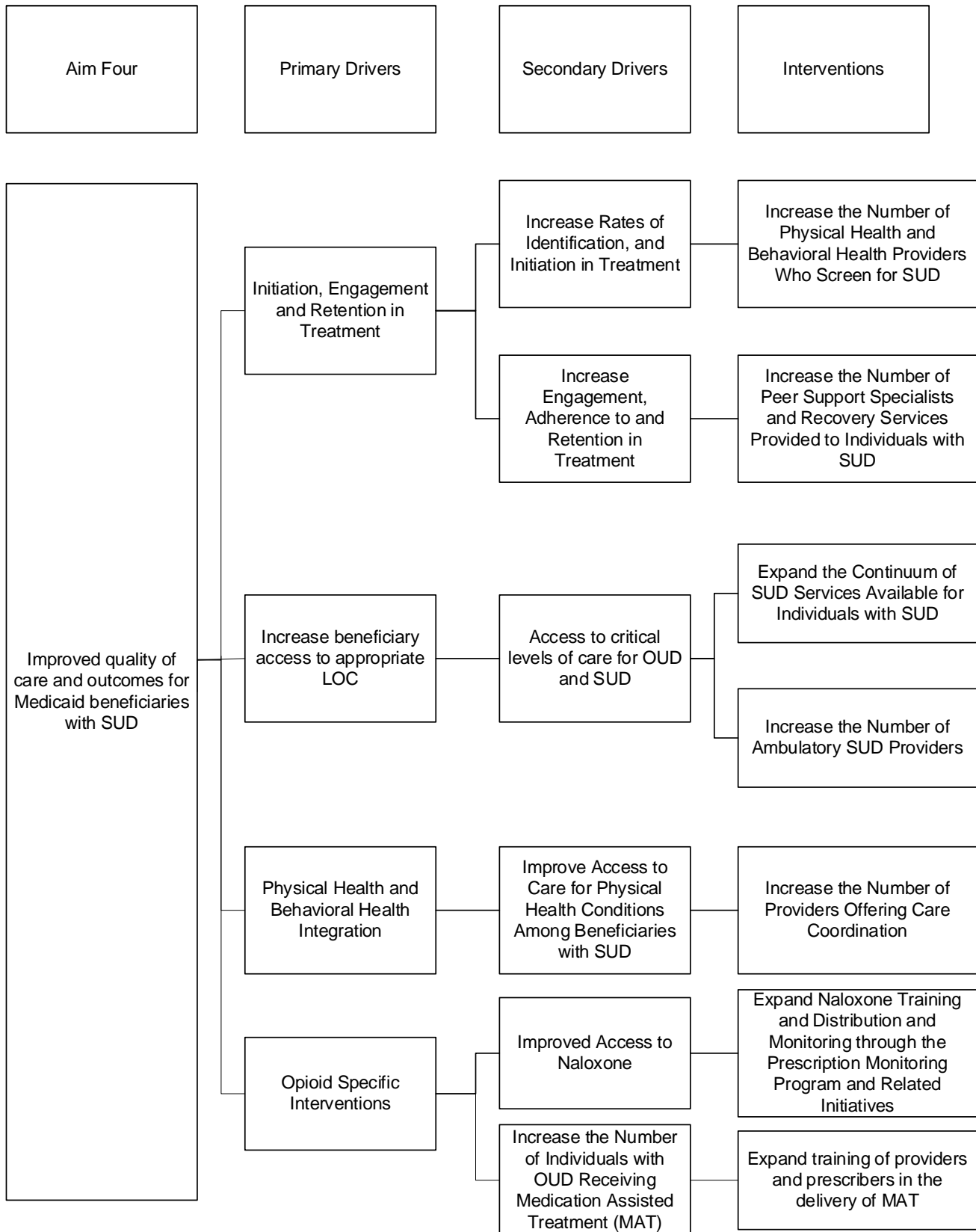
Q3: Has member satisfaction increased during Centennial Care 2.0?

**PRIMARY DRIVER: RELIABLE AND STREAMLINED REPORTING PROCESS, CLAIMS ACCURACY, USE OF DATA FOR QUALITY IMPROVEMENT**

**Hypothesis 3: Implementation of EVV is associated with increased accuracy in reporting services rendered.**

Q1: Has the number of claims submitted through EVV increased?

Q2: Has the proportion of paid or unpaid hours retrieved due to false reporting decreased?



**Aim Four: Improved quality of care and outcomes for Medicaid beneficiaries with SUD.**

**PRIMARY DRIVER: INITIATION, ENGAGEMENT AND RETENTION IN TREATMENT**

**Hypothesis 1: The demonstration will increase the number of providers that provide SUD screening, which will result in an increase in the number of individuals screened and the percentage of individuals who initiate treatment for Alcohol and Other Drug (AOD) Dependence Treatment.**

Q1: Did the number of Behavioral Health and Physical Health providers who screen beneficiaries for SUD increase?

Q2: Did the number of individuals screened for SUD increase?

Q3: Has the percentage of individuals with SUD who received any SUD related service increased?

Q4: Did the percentage of individuals who initiated AOD treatment increase?

**Hypothesis 2: The demonstration will increase peer support services which will result in more individuals engaging in and retained in AOD Dependence Treatment.**

Q1: Has the percentage of individuals with a SUD diagnosis who received peer support services increased?

Q2: Does receiving peer support increase the percentage of individuals engaged in AOD treatment?

Q3: Does receiving peer support increase the treatment tenure for individuals receiving AOD treatment?

Q4: Does receiving peer support increase the treatment tenure for MAT for OUD?

**PRIMARY DRIVER: INCREASE BENEFICIARY ACCESS TO APPROPRIATE LEVEL OF CARE**

**Hypothesis 3: The Demonstration will improve access to a comprehensive continuum of SUD care which will result in decreased utilization of ED and inpatient hospitalization and SUD inpatient readmissions.**

Q1: Has the continuum of services available for individuals with SUD expanded in terms of which services are available?

Q2: Has capacity for ambulatory SUD services increased?

Q3: Has the utilization of EDs by individuals with SUD decreased?

Q4: Has the utilization of inpatient hospital settings for SUD related treatment decreased?

Q5: Has the utilization of inpatient hospital settings for withdrawal management decreased?

Q6: Have inpatient SUD readmissions decreased for individuals with SUD diagnoses?

Q7: Have increasing trends in total cost of care been slowed for individuals with SUD diagnoses?

Q8: Have SUD costs for individuals with SUD diagnoses changed proportionally as expected with increased identification and engagement in treatment?



## PRIMARY DRIVER: PHYSICAL HEALTH AND BEHAVIORAL HEALTH INTEGRATION

**Hypothesis 4: The Demonstration will Increase the number of individuals with fully delegated care coordination which includes screening for co-morbid conditions, which will result in increased utilization for physical health conditions.**

Q1: Has the percentage of individuals diagnosed with SUD receiving care coordination increased?

Q2: Has the number of individuals with SUD receiving preventive health care increased?

## PRIMARY DRIVER: OPIOID SPECIFIC INTERVENTIONS

**Hypothesis 5: Hypothesis 5: The Demonstration will Increase use of naloxone, MAT and enhanced monitoring and reporting of opioid prescriptions through the prescription monitoring program, which will result in fewer overdose deaths due to opioid use.**

Q1: Has there been an expansion of naloxone distribution and training?

Q2: Has the number of providers using MAT services increased?

Q3: Has the number of individuals with SUD receiving MAT increased?

Q4: Is there evidence of enhanced policies and practices related to the prescription monitoring program, real time prescription monitoring program updates, member/provider lock-in programs and limits/edits at pharmacy points-of-sale?

Q5: Is there a decrease in the number of deaths due to overdose?

# C

## Methodology

### N. Evaluation Design

The evaluation design of the 1115 demonstration waiver will utilize a mixed-methods evaluation design. Quantitative methods will include descriptive statistics showing change over time in both counts and rates for specific metrics, interrupted time series analysis to assess the degree to which the timing of waiver interventions effect changes across specific outcome measures, and logistic regression to study characteristics of waiver intervention participants. Where possible, comparison groups will be used to demonstrate that effects are likely due to the waiver demonstration. For some evaluation questions, a comparison group may be possible. The research tables below describe the comparison group, if any, that will be used to answer each question. In some cases, a valid comparison group cannot be used, given the lack of a comparable population not targeted by the intervention for whom data is available. This occurs for interventions that will be implemented for all members throughout the state simultaneously. Where possible, national and regional benchmarks will be used for comparison for those measures for which data are available (e.g. HEDIS measures). Qualitative evaluation methods will include review of policy guides and provider education and outreach.

### O. Target and Comparison Populations

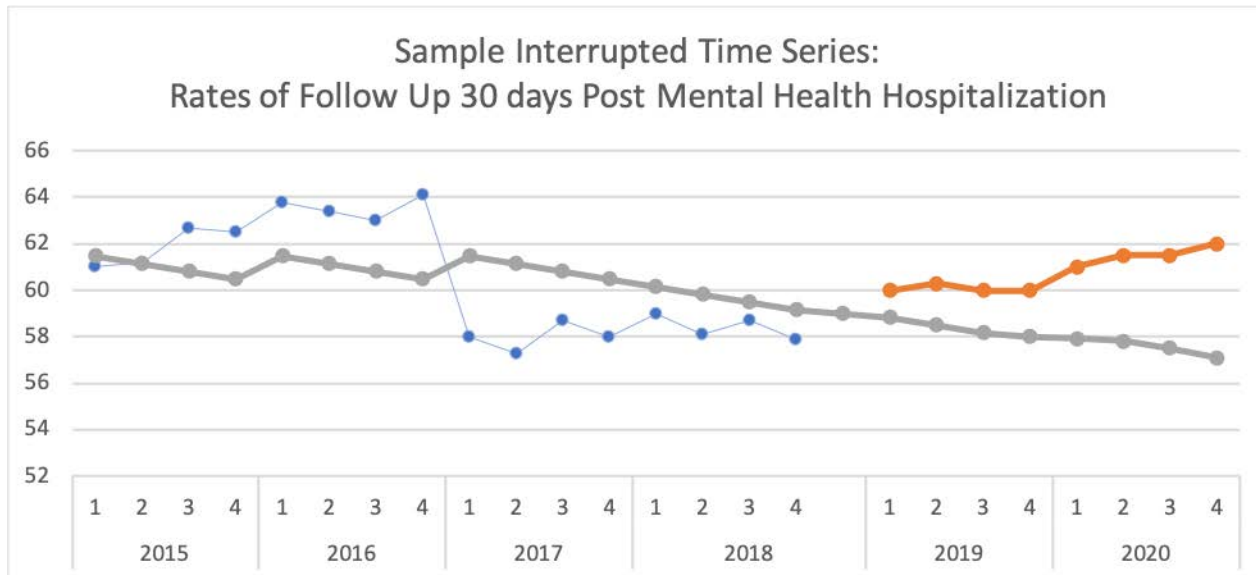
The target populations for the hypotheses in Aims 1 through 4 are managed care Centennial Care 2.0 members, subgroups of managed care members receiving the demonstration interventions and providers serving Centennial Care members.

Within Aims 1 through 3, the specific member subgroups to be studied include: long-term care members, LTSS members enrolled in CB (approximately 25,000), members enrolled in Health Homes (approximately 2,300), members receiving fully delegated care coordination from VBP contracted providers, members engaged in the CR program (approximately 313,000 participating, approximately 57,000 redeeming rewards), and members enrolled in the CHV pilot program (approximately 100 in three participating counties). Provider subgroups to be studied include: SNCP Hospital Quality Improvement incentivized hospitals, and providers with VBP contracts.

Within Aim 4, specific member subgroups to be studied are Centennial Care members with a SUD diagnosis (approximately 93,800), and members with a SUD diagnosis that are receiving MAT (approximately 77,000). The subgroup of members receiving peer support/recovery services is approximately 600. Providers serving members with a SUD diagnosis will also be studied.

The evaluation design does not include a treatment and a control group. That is, there is not a group of managed care members who would be eligible for the waiver interventions but who will not receive them based on random assignment. There are waiver programs (e.g. CHV Pilot) that do allow for comparisons between groups. These groups are based on member self-selection, not

randomization. The interrupted time series design will link events during the evaluation period, forecasting the trajectory of counts and rates over time, without any program changes and comparing this forecast to actual changes over time. To strengthen this design as many data points pre- and post-waiver implementation will be collected as possible across multiple years preceding waiver changes. A graphic example of an interrupted time series is below. While the dates for which certain measures are available vary, the overall evaluation design will examine the period from 2013 (one year prior to implementation of Centennial Care 1.0) through 2023 (the end of the demonstration). This will allow for adjustment of seasonal or other, cyclical variations in the data. Additionally, the design will examine multiple change points, identifying key areas of major program and policy adjustments, so that with each accomplishment (i.e. improved access to and quality of treatment, improved health outcomes, etc.), corresponding changes to metrics can be observed. Comparison groups will be matched to demonstration participants based on key individual characteristics (demographics, diagnoses, prior utilization) and geographic location (e.g. urban vs. rural residence).



**P. Evaluation Period**

The evaluation period is January 1, 2014 through December 31, 2023. The Final Evaluation Report analysis will allow for six months run out of encounter data; analysis will focus on the Centennial Care 2.0 period (2019 – 2023). Results across this time period will be included in the Draft Summative Evaluation Report due to CMS by June 30th, 2025. Draft interim results derived from a portion of this evaluation period, January 1, 2019 through December 2021 (with six months run out of encounter data) will be reported in the Draft Interim Evaluation Report due to CMS on December 31, 2022.

**Q. Evaluation Measures and Data Sources**

The evaluation design and evaluation measures are based on data sources that provide valid and reliable data that will be readily available throughout the Demonstration and final evaluation. To

determine if data to be used for the evaluation are complete and accurate, an independent evaluator will review the quality and completeness of data sources (including but not limited to encounters for pharmacy, professional and facility services as well as eligibility data). Example analyses the evaluator will use to determine reliability and accuracy of encounter data include, but are not limited to: referential integrity, lag triangles, frequency reports, valid values, missing values, date and numerical distributions duplicates, and encounter to cost report comparisons.

Consistent with recommendations in the CMS State Toolkit for Validating Medicaid Managed Care Encounter Data (August 2019) HSD currently has a comprehensive standardized reporting framework for the Centennial Care program quarterly and annual MCO financial reports that:

- Are specific to the Centennial Care program;
- Include comprehensive instructions, including detailed service categorization criteria;
- Are specific to each program (physical health (PH), behavioral health (BH), LTSS);
- Align with capitation rate structure (e.g., cohort and service category);
- Include monthly lag reports by date of service and date of payment by program and service category grouping;
- Capture paid claim amounts separate from estimated amounts for unpaid claims liability and separate from amounts for payments made outside the MCO's claims system;
- Capture MCO paid amounts for sub-capitated services separate from services paid on a fee-for-service basis;
- Capture medical expenses separate from non-medical/administrative expenses;
- Require MCOs to explain differences identified in the encounter/financial comparison report;
- Are reconciled to the MCO's audited financials; and
- Require a certification statement to be submitted with each report that's signed by the MCO's CFO or CEO attesting that the information submitted in the financial reports is current, complete, and accurate.

As often as possible, measures in the evaluation have been selected from nationally recognized measure stewards for which there are strict data collection processes and audited results. Information from additional data sources, such as the Department of Health, Office of the Medical Investigator, Hospital Associations, and Pharmacy Boards will be assessed for completeness and accuracy to the best of the ability of the independent evaluator and based on State knowledge of the provider community and experience in New Mexico.

The following tables state the primary drivers, hypotheses, describe both process (implementation) and outcome measures for the evaluation, the measure steward (if applicable), defines the numerators

and denominators where appropriate, the types of data (quantitative or qualitative) and the data sources.

**Aim One: Continue the use of appropriate services by members to enhance member access to services and quality of care.**

RESEARCH QUESTION	PROCESS/ OUTCOME MEASURE	STEWARD	NUMERATOR	DENOMINATOR	DATA SOURCES	ANALYTIC METHODS
<b>Primary Driver: Healthcare services array</b>						
<b>Hypothesis 1:</b> Continuing to expand access to LTSS and maintaining the progress achieved through rebalancing efforts to serve more members in their homes and communities will maintain the number of members accessing CB services.						
Q1: Has the number of members accessing CB services been maintained year-over-year?	<ul style="list-style-type: none"> <li>Number of Centennial Care members enrolled and receiving CB services.</li> </ul>	N/A	Number of LTSS-eligible Centennial Care members enrolled and receiving CB services.	N/A	Medical Management Information System (MMIS)	Descriptive time series analysis. 2013-2023 Annual
<b>Primary Driver: Behavioral health/physical health integration</b>						
<b>Hypothesis 2:</b> Promoting participation in a Health Home will result in increased member engagement with a Health Home and increase access to integrated physical and behavioral health care in the community.						
Q1: Is there an increase in the number/percentage of members enrolled in a Health Home?	<ul style="list-style-type: none"> <li>Number/percentage of Centennial Care members enrolled in a Health Home</li> </ul>	N/A	Number of Centennial Care members enrolled in a Health Home.	Number of all eligible Centennial Care members	MMIS	Descriptive time series analysis 2015 (baseline) - 2023 Annual

RESEARCH QUESTION	PROCESS/ OUTCOME MEASURE	STEWARD	NUMERATOR	DENOMINATOR	DATA SOURCES	ANALYTIC METHODS
<b>Q2.</b> Is the proportion of members engaged in a Health Home receiving any PH services higher than those not engaged in a Health Home?	<ul style="list-style-type: none"> <li>Number of Health Home members with at least 1 claim for PH service in the CY (confirm this time period)</li> </ul>	N/A	<b><u>Treatment group:</u></b> Centennial Care members enrolled in a Health Home with at least 1 claim for PH service in the CY.	<b><u>Treatment group:</u></b> Centennial Care members enrolled in a Health Home.	MMIS	Interrupted time series analysis with comparison group 2015 (baseline) - 2023 Annual
			<b><u>Comparison group:</u></b> Centennial Care members not enrolled in a Health Home (matched) with at least 1 claim for PH service in the CY.	<b><u>Comparison group:</u></b> Centennial Care members not enrolled in a Health Home (matched).		
<b>Hypothesis 3: Enhanced care coordination supports integrated care interventions, which lead to higher levels of access to preventative/ ambulatory health services</b>						
<b>Q1:</b> Is there an increase in Centennial Care members who have at least one claim for preventative/ ambulatory care in a year?	Adults' access to preventative/ ambulatory health services (AAP). <ul style="list-style-type: none"> <li>The percentage of members 20 years and older who had an ambulatory or preventive care visit. The total rate will be reported; reporting</li> </ul>	NCQA	Centennial Care members 20 years and older who had an ambulatory or preventive care visit	Centennial Care members 20 years and older	MMIS	Interrupted time series analysis 2015 (baseline) - 2023 Quarterly

RESEARCH QUESTION	PROCESS/ OUTCOME MEASURE	STEWARD	NUMERATOR	DENOMINATOR	DATA SOURCES	ANALYTIC METHODS
	will not be stratified by age.					
	<p>Children and adolescents’ access to primary care practitioners (CAP).</p> <ul style="list-style-type: none"> <li>The percentage of members 12 months–19 years of age who had a visit with a PCP.</li> </ul>	NCQA	Centennial Care members 12 months–19 years of age who had a visit with a PCP.	Centennial Care members 12 months–19 years of age.	MMIS	Interrupted time series analysis 2015 (baseline) - 2023 Quarterly
	<p>Well-child visits in the third, fourth, fifth and sixth years of life (W34).</p> <ul style="list-style-type: none"> <li>The percentage of members 3–6 years of age who had one or more well-child visits with a PCP during the measurement year.</li> </ul>	NCQA	Centennial Care members 3–6 years of age who had one or more well-child visits with a PCP during the measurement year.	Centennial Care members 3–6 years of age.	MMIS	Interrupted time series analysis 2015 (baseline) - 2023 Quarterly



RESEARCH QUESTION	PROCESS/ OUTCOME MEASURE	STEWARD	NUMERATOR	DENOMINATOR	DATA SOURCES	ANALYTIC METHODS
<p><b>Q2:</b> Does engagement in a Health Home result in beneficiaries receiving more ambulatory/preventative health services?</p>	<p>Adults’ access to preventive/ ambulatory health services (AAP).</p> <ul style="list-style-type: none"> <li>The percentage of Health Home members 20 years and older who had an ambulatory or preventive care visit. The total rate will be reported; reporting will not be stratified by age.</li> </ul>	NCQA	<p><b><u>Treatment group:</u></b> Centennial Care members 20 years and older enrolled in a Health Home who had an ambulatory or preventive care visit.</p>	<p><b><u>Treatment group:</u></b> Centennial Care members 20 years and older enrolled in a Health Home.</p>	MMIS	<p>Interrupted time series analysis with comparison group 2015 (baseline)-2023 Quarterly</p>
	<p>Children and adolescents’ access to primary care practitioners (CAP).</p> <ul style="list-style-type: none"> <li>The percentage of Health Home members 12 months–19 years of</li> </ul>		<p><b><u>Comparison group:</u></b> Centennial Care members 20 years and older not enrolled in a Health Home (matched) who had an ambulatory or preventive care visit.</p>	<p><b><u>Comparison group:</u></b> Centennial Care members 20 years and older not enrolled in a Health Home (matched)</p>		
	<p>Children and adolescents’ access to primary care practitioners (CAP).</p> <ul style="list-style-type: none"> <li>The percentage of Health Home members 12 months–19 years of</li> </ul>	NCQA	<p><b><u>Treatment group:</u></b> Centennial Care members 12 months – 19 years of age enrolled in a Health Home who had an ambulatory or preventive care visit.</p>	<p><b><u>Treatment group:</u></b> Centennial Care members 12 months – 19 years of age enrolled in a Health Home.</p>	MMIS	<p>Interrupted time series analysis with comparison group 2015 (baseline)-2023 Quarterly</p>

RESEARCH QUESTION	PROCESS/ OUTCOME MEASURE	STEWARD	NUMERATOR	DENOMINATOR	DATA SOURCES	ANALYTIC METHODS
	age who had a visit with a PCP.		<b><u>Comparison group:</u></b> Centennial Care members 12 months – 19 years of age not enrolled in a Health Home (matched) who had an ambulatory or preventive care visit.	<b><u>Comparison group:</u></b> Centennial Care members 12 months - 19 years of age not enrolled in a Health Home (matched)		
<b>Hypothesis 4:</b> Engagement in a Health Home and care coordination support integrative care interventions, which improve quality of care.						
<b>Q1:</b> To what extent is Health Home engagement associated with improved disease management?	Diabetes screening for members with schizophrenia or bipolar disorder who are using antipsychotic medications (SSD). • The percentage of Health Home members 18 – 64	NCQA	<b><u>Treatment group:</u></b> Members in the treatment group denominator who were dispensed an antipsychotic medication and had a diabetes screening test during the measurement year.	<b><u>Treatment group:</u></b> Centennial Care members 18 – 64 years of age with SMI (schizophrenia or bipolar disorder) enrolled in a Health Home.	MMIS	Interrupted time series analysis with comparison group 2015 (baseline) - 2023 Quarterly

RESEARCH QUESTION	PROCESS/ OUTCOME MEASURE	STEWARD	NUMERATOR	DENOMINATOR	DATA SOURCES	ANALYTIC METHODS
	years of age with schizophrenia or bipolar disorder, who were dispensed an antipsychotic medication and had a diabetes screening test during the measurement year.		<b><u>Comparison group:</u></b> Members in the comparison group denominator who were dispensed an antipsychotic medication and had a diabetes screening test during the measurement year.	<b><u>Comparison group:</u></b> Centennial Care members 18 – 64 years of age with SMI (schizophrenia or bipolar disorder) not enrolled in a Health Home (matched).		
	Anti-depressant medication management (AMM) Effective Acute Phase Treatment <ul style="list-style-type: none"> <li>The percentage of Health Home members 18 years of age and older who were treated with antidepressant</li> </ul>	NCQA	<b><u>Treatment group:</u></b> Members in the treatment group denominator who remained on an antidepressant medication treatment for at least 84 days.	<b><u>Treatment group:</u></b> Centennial Care members 18 years of age and older enrolled in a Health Home who were treated with antidepressant medication, had a diagnosis of major depression.	MMIS	Interrupted time series analysis with comparison group 2015 (baseline) - 2023 Quarterly

RESEARCH QUESTION	PROCESS/ OUTCOME MEASURE	STEWARD	NUMERATOR	DENOMINATOR	DATA SOURCES	ANALYTIC METHODS
	medication, had a diagnosis of major depression and who remained on an antidepressant medication treatment for at least 84 days (12 weeks).		<b><u>Comparison group:</u></b> Members in the comparison group denominator who remained on an antidepressant medication treatment for at least 84 days.	<b><u>Comparison group:</u></b> Centennial Care members 18 years of age and older not enrolled in a Health Home (matched) who were treated with antidepressant medication, had a diagnosis of major depression.		
	<p>Anti-depressant medication management (AMM) Effective Continuation Phase Treatment</p> <ul style="list-style-type: none"> <li>The percentage of Health Home members 18 years of age and older who were treated with antidepressant medication, had a</li> </ul>	NCQA	<b><u>Treatment group:</u></b> Members in the treatment group denominator who remained on an antidepressant medication treatment for at least 180 days.	<b><u>Treatment group:</u></b> Centennial Care members 18 years of age and older enrolled in a Health Home who were treated with antidepressant medication, had a diagnosis of major depression.	MMIS	Interrupted time series analysis with comparison group 2015 (baseline) - 2023 Quarterly

RESEARCH QUESTION	PROCESS/ OUTCOME MEASURE	STEWARD	NUMERATOR	DENOMINATOR	DATA SOURCES	ANALYTIC METHODS
	diagnosis of major depression and who remained on an antidepressant medication treatment for at least 180 days (6 months).		<b><u>Comparison group:</u></b> Members in the comparison group denominator who remained on an antidepressant medication treatment for at least 180 days.	<b><u>Comparison group:</u></b> Centennial Care members 18 years of age and older not enrolled in a Health Home (matched) who were treated with antidepressant medication, had a diagnosis of major depression.		
<b>Q2:</b> Does Health Home engagement result in increased follow up after hospitalization for mental illness?	7 – day follow up after hospitalizations for mental illness (FUH). <ul style="list-style-type: none"> <li>The percentage of discharges for members 6 years of age and older who were hospitalized for treatment of selected mental illness diagnoses</li> </ul>	NCQA	<b><u>Treatment group:</u></b> Members in the treatment group denominator who had a follow-up visit with a mental health practitioner within 7 days after discharge.	<b><u>Treatment group:</u></b> Centennial Care members 6 years of age and older enrolled in a Health Home who were hospitalized for treatment of selected mental illness diagnoses.	MMIS	Interrupted time series analysis with comparison group 2015 (baseline)-2023 Quarterly

RESEARCH QUESTION	PROCESS/ OUTCOME MEASURE	STEWARD	NUMERATOR	DENOMINATOR	DATA SOURCES	ANALYTIC METHODS
	and who had a follow-up visit within 7 days after discharge.		<b><u>Comparison group:</u></b> Members in the comparison group denominator who had a follow-up visit with a mental health practitioner within 7 days after discharge.	<b><u>Comparison group:</u></b> Centennial Care members 6 years of age and older not enrolled in a Health Home (matched) who were hospitalized for treatment of selected mental illness diagnoses.		
	30 – day follow up after hospitalizations for mental illness (FUH). <ul style="list-style-type: none"> <li>The percentage of discharges for members 6 years of age and older who were hospitalized for treatment of selected mental illness diagnoses</li> </ul>	NCQA	<b><u>Treatment group:</u></b> Members in the treatment group denominator who had a follow-up visit with a mental health practitioner within 30 days after discharge.	<b><u>Treatment group:</u></b> Centennial Care members 6 years of age and older enrolled in a Health Home who were hospitalized for treatment of selected mental illness diagnoses.	MMIS	Interrupted time series analysis with comparison group 2015 (baseline)-2023 Quarterly

RESEARCH QUESTION	PROCESS/ OUTCOME MEASURE	STEWARD	NUMERATOR	DENOMINATOR	DATA SOURCES	ANALYTIC METHODS
	and who had a follow-up visit within 30 days after discharge.		<b><u>Comparison group:</u></b> Members in the comparison group denominator who had a follow-up visit with a mental health practitioner within 30 days after discharge.	<b><u>Comparison group:</u></b> Centennial Care members 6 years of age and older not enrolled in a Health Home (matched) who were hospitalized for treatment of selected mental illness diagnoses.		
<b>Primary Driver: Preventive services</b>						
<b>Hypothesis 5:</b> Expanding member access to and incentives for preventative care through the CHV pilot program and CR will encourage members to engage in preventative care services						
<b>Q1:</b> Has the percentage of Centennial Care members participating in CR increased?	Percentage of CC members participating in CR.	N/A	Centennial Care members participating in CR. A participating member would be someone who has engaged (i.e. registered) and has earned points.	Total number of enrolled Centennial Care members	MMIS Finity	Descriptive time series. 2013-2023

RESEARCH QUESTION	PROCESS/ OUTCOME MEASURE	STEWARD	NUMERATOR	DENOMINATOR	DATA SOURCES	ANALYTIC METHODS
<p><b>Q2:</b> Are CR incentive redeeming members likely to receive more preventative/ ambulatory services on an annual basis than those who have not redeemed incentives in the 12 month period following the initial redemption?</p>	<p>Percentage of CR participating members with an annual preventive/ ambulatory service.</p>	<p>N/A</p>	<p><b><u>Treatment group:</u></b> Centennial Care members redeeming rewards with preventative/ ambulatory services in the 12-month period following the initial redemption.</p>	<p><b><u>Treatment group:</u></b> Centennial Care members redeeming CR rewards during the calendar year.</p>	<p>MMIS &amp; Finity</p>	<p>Interrupted time series analysis with comparison group. 2013-2023 Annual</p>
			<p><b><u>Comparison group:</u></b> CC members not redeeming rewards with preventative/ ambulatory services in the 12-month period (matched with members redeeming rewards).</p>	<p><b><u>Comparison group:</u></b> Centennial Care members not redeeming CR rewards during the calendar year (matched)</p>		
<p><b>Q3:</b> Does use of CR encourage members to improve their health and make healthy choices?</p>	<p>Percent of CR users responding positively on satisfaction survey to question regarding if the program helped to improve their health and make healthy choices.</p>	<p>N/A</p>	<p>Number of CR user satisfaction survey respondents answering yes to question: Has the program helped to improve your health?</p> <p>Number of CR use satisfaction survey answering yes to</p>	<p>Number of CR user satisfaction survey respondents</p>	<p>Finity Satisfaction Survey data</p>	<p>Descriptive time series analysis 2018-2023</p>



RESEARCH QUESTION	PROCESS/ OUTCOME MEASURE	STEWARD	NUMERATOR	DENOMINATOR	DATA SOURCES	ANALYTIC METHODS
			question: Do rewards encourage you to make healthy choices?			
<b>Q4:</b> Is the percentage of babies born with low birth weight (< 2,500 grams <sup>5</sup> ) to mothers participating in the CHV pilot program lower than the percentage of low birth weight babies born to Medicaid mothers who do not participate in the CHV pilot program?	Live births weighing less than 2,500 grams (low birth weight).	Centers for Disease Control and Prevention	<p><b><u>Treatment group:</u></b>            Number of resident live births in the treatment denominator weighing less than 2,500 grams (low birth weight).</p> <p><b><u>Comparison group:</u></b>            Number of resident live births in the comparison denominator weighing less than 2,500 grams (low birth weight).</p>	<p><b><u>Treatment group:</u></b>            Number of resident live births in the state in the reporting period who are CHV pilot participants.</p> <p><b><u>Comparison group:</u></b>            Number of resident live births in the state in the reporting period who are non-CHV pilot participants (matched).</p>	MMIS	<p>Interrupted time series analysis with comparison group.            2018-2023            Annual</p> <p>Benchmark Comparison:            Eligible CHV birth outcome with national benchmarks</p>

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5 Specifications from the Medicaid Child Core Set.

**Aim Two: Manage the pace at which costs are increasing while sustaining or improving quality, services and eligibility.**

RESEARCH QUESTION	PROCESS/ OUTCOME MEASURE	STEWARD	NUMERATOR	DENOMINATOR	DATA SOURCES	ANALYTIC METHODS
<b>Primary Driver: Hospital and provider efficiency and effectiveness</b>						
<b>Hypothesis 1:</b> Incentivizing hospitals to improve health of members and quality of services and increasing the number of providers with VBP contracts will manage costs while sustaining or improving quality.						
<b>Q1:</b> Has the number of providers with VBP contracts increased?	Total number of providers with VBP contracts.	N/A	Centennial Care providers with VBP contracts.	N/A	MCO Report	Descriptive time series (annual) using CY2018 as baseline year.
<b>Q2:</b> Has the number of providers participating in VBP arrangements, who meet quality metric targets increased?	Number/ percentage of providers meeting quality threshold.	N/A	Centennial Care providers with VBP contracts who meet quality metric targets.	Centennial Care providers with VBP contracts.	MCO Report	Descriptive time series analysis. 2019 - 2023
<b>Q3:</b> Has the amount paid in VBP arrangements increased?	Percentage of total payments that are for providers in VBP arrangements	N/A	Total payments to Centennial Care providers with VBP contracts	Total payments to Centennial Care providers	MCO Report	Descriptive time series analysis. Jan 2017 - 2023

RESEARCH QUESTION	PROCESS/ OUTCOME MEASURE	STEWARD	NUMERATOR	DENOMINATOR	DATA SOURCES	ANALYTIC METHODS
<b>Q4:</b> Has reported performance of Domain 1 measures in the SNCP Hospital Quality Improvement Program been maintained or improved?	Percentage of qualified Domain 1 SNCP Hospital Quality Incentive measures that have maintained or improved their reported performance rates over the previous year.	N/A	Number of Domain 1 SNCP Hospital Quality Incentive measures that have maintained or improved the reported performance rate.	Number of Domain 1 SNCP Hospital Quality Incentive performance measures.	DOH HIT, NM Hospital Association	Descriptive time series (annual) using CY2018 as baseline year with control chart.
<b>Q5:</b> Do cost trends align with expected reimbursement and benefit changes?	Cost per member trend.	N/A	Total cost of Centennial Care	Centennial Care managed care members.	MMIS CMS Report 64	Descriptive time series (annual) with control chart; using CY2013 as baseline year.
	Cost per user trend.	N/A	Total cost of Centennial Care	Centennial Care managed care users.	MMIS CMS Report 64	Descriptive time series (annual) with control chart; using CY2013 as baseline year.

**Aim Three: Streamline processes and modernize the Centennial Care health delivery system through use of data, technology and person-centered care.**

RESEARCH QUESTION	PROCESS/ OUTCOME MEASURE	STEWARD	NUMERATOR	DENOMINATOR	DATA SOURCES	ANALYTIC METHODS
<b>Primary Driver: Administrative simplification</b>						
<b>Hypothesis 1:</b> The Demonstration will relieve administrative burden by implementing a continuous Nursing Facility Level of Care (NFLOC) approval with specific criteria for members whose condition is not expected to change over time.						
<b>Q1:</b> Has the number of continuous NFLOC approvals increased during the Demonstration?	Number of continuous NFLOC approvals.	N/A	Number of continuous NFLOC approvals for Centennial Care members eligible for LTSS.	N/A	MCO Report	Descriptive time series analysis. 2018 (baseline) – 2023 Quarterly
<b>Primary Driver: Use of industry best practices and technology to increase access and member satisfaction</b>						
<b>Hypothesis 2:</b> The use of technology and CQI processes align with increased access to services and member satisfaction.						
<b>Q1:</b> Has the number of telemedicine providers increased during Centennial Care 2.0?	Number of telemedicine providers.		Number of Centennial Care telemedicine providers.	N/A	MCO Report	Descriptive time series. 2013 – 2023 Annually

RESEARCH QUESTION	PROCESS/ OUTCOME MEASURE	STEWARD	NUMERATOR	DENOMINATOR	DATA SOURCES	ANALYTIC METHODS
<b>Q2:</b> Has the number of unduplicated members with a telemedicine visit increased during Centennial Care 2.0?	Number of members receiving telemedicine services.	N/A	Number of unduplicated Centennial Care members with a telemedicine visit.	N/A	MMIS	Descriptive time series. 2013 – 2023 Quarterly
<b>Q3:</b> Has member satisfaction increased during Centennial Care 2.0?	Member rating of health care.	NCQA CAHPS	Composite score CAHPS survey that reflects overall satisfaction with health care for Centennial Care members.	Number of Centennial Care CAHPS respondents rating overall satisfaction with health care.	CAHPS	Interrupted time series. 2014 – 2023 Annually
	Member rating of health plan.	NCQA	Composite score that reflects satisfaction with health plan for Centennial Care members.	Number of Centennial Care CAHPS respondents rating satisfaction with health plan.	CAHPS	Descriptive time series. 2014 – 2023 Annually
	Member rating of personal doctor.	NCQA	Composite score that reflects satisfaction with personal doctor for Centennial Care members.	Number of Centennial Care CAHPS respondents rating satisfaction with personal doctor.	CAHPS	Descriptive time series. 2014 – 2023 Annually

**Primary Driver: Reliable and streamlined reporting process, claims accuracy, use of data for quality improvement**

**Hypothesis 3:** Implementation of electronic visit verification (EVV) is associated with increased accuracy in reporting services rendered.

RESEARCH QUESTION	PROCESS/ OUTCOME MEASURE	STEWARD	NUMERATOR	DENOMINATOR	DATA SOURCES	ANALYTIC METHODS
<b>Q1:</b> Has the number of claims submitted through EVV increased?	Number of claims submitted through EVV.	N/A	Number of Centennial Care claims submitted through EVV.	N/A	MCO Report	Descriptive time series. 2018 (baseline) – 2023 Quarterly
<b>Q2:</b> Has the proportion of paid or unpaid hours retrieved due to false reporting decreased?	Percent of paid or unpaid hours retrieved due to false reporting.	N/A	Number of paid or unpaid hours retrieved due to false reporting.	Centennial Care claims paid and unpaid hours reported	MCO Report	Descriptive time series. 2018 (baseline) – 2023 Quarterly

**Aim Four: Improved quality of care and outcomes for Medicaid beneficiaries with SUD.**

RESEARCH QUESTION	PROCESS/ OUTCOME MEASURE	STEWARD	NUMERATOR	DENOMINATOR	DATA SOURCES	ANALYTIC METHODS
<b>Primary Driver: Initiation, engagement and retention in treatment</b>						
<b>Hypothesis 1:</b> The demonstration will increase the number of providers that provide SUD screening, which will result in an increase in the number of individuals screened and the percentage of individuals who initiate treatment for AOD dependence treatment.						
Q1: Did the number of Behavioral Health and Physical Health providers who screen beneficiaries for SUD increase?	Number of providers who provide SUD screening.	N/A	Number of Centennial Care Physical Health and Behavioral Health providers who provide SUD screening	N/A	MMIS	Descriptive time series analysis. 2018 -2023 Quarterly
Q2: Did the number of individuals screened for SUD increase?	Number of individuals screened for SUD.	N/A	Centennial Care members screened for SUD	N/A	MMIS	Descriptive time series analysis. 2018 -2023 Quarterly
Q3: Has the percentage of individuals with SUD who received any SUD related service increased?	Percentage of individuals with a SUD diagnosis who received any SUD service during the measurement year.	N/A	Centennial Care Individuals with a SUD diagnosis who received any SUD service during the measurement year	Centennial Care Individuals with a SUD diagnosis	MMIS	Descriptive time series analysis. 2018 -2023 Quarterly

RESEARCH QUESTION	PROCESS/ OUTCOME MEASURE	STEWARD	NUMERATOR	DENOMINATOR	DATA SOURCES	ANALYTIC METHODS
Q4: Did the percentage of individuals who initiated AOD treatment increase?	<p>Initiation of AOD Abuse or Dependence Treatment (IET).</p> <ul style="list-style-type: none"> <li>The percentage of members who initiate treatment through an inpatient AOD admission, outpatient visit, intensive outpatient encounter or partial hospitalization, telehealth or MAT within 14 days of diagnosis.</li> </ul>	NCQA	Centennial Care individuals with SUD diagnosis who initiate AOD treatment through an inpatient admission, outpatient visit, telemedicine, intensive outpatient encounter or partial hospitalization or MAT within 14 days of the IESD.	Centennial Care adolescent and adult members (13 years and older) with a new episode of AOD abuse or dependence.	MMIS	<p>Interrupted time series analysis. 2018 -2023 Quarterly</p> <p>National or other state benchmarks change over time</p>

**Hypothesis 2:** The demonstration will increase peer support services which will result in more individuals engaging in and retained in AOD Dependence Treatment.



RESEARCH QUESTION	PROCESS/ OUTCOME MEASURE	STEWARD	NUMERATOR	DENOMINATOR	DATA SOURCES	ANALYTIC METHODS
<b>Q1:</b> Has the percentage of individuals with a SUD diagnosis who received peer support services increased?	Percentage of individuals with a SUD diagnosis who received peer support.	N/A	Centennial Care members with a SUD diagnosis who receive peer support.	Centennial Care members with a SUD diagnosis.	MMIS	Interrupted time series analysis. 2018-2023 Quarterly
<b>Q2:</b> Does receiving peer support increase the percentage of individuals engaged in AOD treatment?	Engagement of AOD Abuse or Dependence Treatment (IET) <ul style="list-style-type: none"> <li>The percentage of members who initiated treatment and who had two or more additional AOD services or MAT within 34 days of the initiation visit.</li> </ul>	NCQA	Centennial Care adolescent and adult members (13 years and older), with SUD diagnosis, receiving peer support, who initiated treatment and who had two or more additional AOD services or MAT within 34 days of the initiation visit.	Centennial Care adolescent and adult members (13 years and older) with a new episode of AOD abuse or dependence.	MMIS	Interrupted time series analysis. 2018 -2023 Quarterly National or other state benchmarks change over time
<b>Q3:</b> Does receiving peer support increase the treatment tenure for individuals receiving AOD treatment?	Average Length of Stay (ALOS).	N/A	Average Length of Stay for Centennial Care individuals with SUD in AOD treatment, receiving peer support.		MMIS	Interrupted time series analysis. 2018 -2023 Quarterly

RESEARCH QUESTION	PROCESS/ OUTCOME MEASURE	STEWARD	NUMERATOR	DENOMINATOR	DATA SOURCES	ANALYTIC METHODS
<b>Q4:</b> Does receiving peer support increase the treatment tenure for MAT for OUD?	Continuity of Pharmacotherapy for OUD. USC	USC	Individuals in the denominator who have at least 180 days of continuous pharmacotherapy with a medication prescribed for OUD without a gap of more than seven days.	Centennial Care members 18-64 years of age who had a diagnosis of OUD and at least one claim for an OUD medication.	MMIS	Interrupted time series analysis. 2018 -2023 Quarterly
<b>Primary Driver: Increase beneficiary access to appropriate level of care</b>						
Hypothesis 3: The Demonstration will improve access to a comprehensive continuum of SUD care which will result in decreased utilization of ED and inpatient hospitalization and SUD inpatient readmissions.						
<b>Q1:</b> Has the continuum of services available for individuals with SUD expanded in terms of which services are available?	Continuum of services available. <sup>6</sup>	N/A	Centennial Care continuum of care.	N/A	BHSD GeoMap reports, MCO Report	Descriptive data analysis. 2018-2023

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<sup>6</sup> SBIRT, and other screening, HH, peer support, recovery services, CCSS, crisis stabilization, outpatient, intensive outpatient, partial hospitalization, MAT, residential, inpatient, pharmacy services, supported housing and transitional living services.

RESEARCH QUESTION	PROCESS/ OUTCOME MEASURE	STEWARD	NUMERATOR	DENOMINATOR	DATA SOURCES	ANALYTIC METHODS
<b>Q2:</b> Has capacity for ambulatory SUD services increased?	Number of providers and capacity for ambulatory SUD services.	N/A	Number of Centennial Care providers and capacity for SUD services.	N/A	MMIS and MCO Report	Interrupted time series analysis. 2018 -2023 Quarterly
<b>Q3:</b> Has the utilization of EDs by individuals with SUD decreased?	Percentage of ED visits of individuals with SUD diagnoses.	N/A	Number of ED visits of Centennial Care members with a SUD diagnosis.	ED visits for Centennial Care members.	MMIS	Interrupted time series analysis. 2018 -2023 Quarterly
<b>Q4:</b> Has the utilization of inpatient hospital settings for SUD related treatment decreased?	Percentage of Inpatient admissions for SUD related treatment.		Inpatient admissions for SUD related treatment for Centennial Care members.	Inpatient admissions for Centennial Care members.	MMIS	Interrupted time series analysis. 2018 -2023 Quarterly
<b>Q5:</b> Has the utilization of inpatient hospital settings for withdrawal management decreased?	Percentage of Inpatient admissions of individuals with SUD for withdrawal management.	N/A	Inpatient admissions of individuals with SUD for withdrawal management for Centennial Care members.	Inpatient admissions of individuals with SUD for Centennial Care members.	MMIS	Descriptive time series analysis. 2018 -2023 Quarterly

RESEARCH QUESTION	PROCESS/ OUTCOME MEASURE	STEWARD	NUMERATOR	DENOMINATOR	DATA SOURCES	ANALYTIC METHODS
<b>Q6:</b> Have inpatient SUD readmissions decreased for individuals with SUD diagnoses?	7 and 30 day inpatient and residential SUD readmission rates	N/A	7-day inpatient and residential readmission rates for Centennial Care users discharged with SUD diagnosis and readmitted with SUD diagnosis.  30-day inpatient and residential readmission rates for Centennial Care users discharged with SUD diagnosis. and readmitted with SUD diagnosis.	Unique Centennial Care Inpatient with discharge diagnosis of SUD diagnosis.	MMIS	Interrupted time series analysis. 2018 -2023  Quarterly
<b>Q7:</b> Have increasing trends in total cost of care been slowed for individuals with SUD diagnoses?	Total and PMPM cost (medical, behavioral and pharmacy) for members with SUD diagnosis.	N/A	Total cost (medical, behavioral and pharmacy) for Centennial Care members with SUD diagnosis	Number of Centennial Care members (and member months) with SUD diagnosis	MMIS	Descriptive time series analysis. 2018 -2023 Quarterly

RESEARCH QUESTION	PROCESS/ OUTCOME MEASURE	STEWARD	NUMERATOR	DENOMINATOR	DATA SOURCES	ANALYTIC METHODS
	Total and PMPM costs (medical, behavioral and pharmacy) for members with SUD diagnosis by SUD source of care	N/A	Total cost (medical, behavioral and pharmacy) for Centennial Care members with SUD diagnosis by source of care	Number of Centennial Care members (and member months) with SUD diagnosis	MMIS	Descriptive time series analysis. 2018 -2023 Quarterly
<b>Q8:</b> Have SUD costs for individuals with SUD diagnoses changed proportionally as expected with increased identification and engagement in treatment?	Total and PMPM cost for SUD services for members with SUD diagnosis	N/A	Total SUD service cost for Centennial Care members with SUD diagnosis	Number of Centennial Care members (and member months) with SUD diagnosis	MMIS	Descriptive time series analysis. 2018 -2023 Quarterly
	Total and PMPM cost for SUD services by type of care (IP, OP, RX, etc.)	N/A	Total SUD service cost for Centennial Care members with SUD diagnosis by type of care (IP, OP, RX, etc.)	Number of Centennial Care members (and member months) with SUD diagnosis	MMIS	Descriptive time series analysis. 2018 -2023 Quarterly
<b>Primary Driver: Physical health and behavioral health integration</b>						
<b>Hypothesis 4:</b> The Demonstration will Increase the number of individuals with fully delegated care coordination which includes screening for co-morbid conditions, which will result in increased utilization of physical health services.						
<b>Q1:</b> Has the percentage of individuals diagnosed with SUD receiving care coordination increased?	Percentage of individuals diagnosed with SUD receiving care coordination.	N/A	Centennial Care members with SUD diagnosis in fully delegated care coordination.	Centennial Care members with SUD diagnosis.	MMIS Health Home enrollment roster	Interrupted time series analysis. 2018 -2023 Quarterly

RESEARCH QUESTION	PROCESS/ OUTCOME MEASURE	STEWARD	NUMERATOR	DENOMINATOR	DATA SOURCES	ANALYTIC METHODS
<b>Q2:</b> Has the number of individuals with SUD receiving preventive health care increased?	Percentage of individuals with SUD receiving preventive/ ambulatory health services (AAP). The percentage of individuals with SUD who are 20 years and older who had an ambulatory or preventive care visit. The total rate will be reported; reporting will not be stratified by age.	NCQA	Centennial Care members with SUD diagnosis receiving preventive/ ambulatory health services.	Centennial Care members with SUD diagnosis.	MMIS	Interrupted time series analysis. 2018 -2023 Quarterly
<b>Primary Driver: Opioid specific interventions</b>						
<b>Hypothesis 5:</b> Hypothesis 5: The Demonstration will Increase use of naloxone, MAT and enhanced monitoring and reporting of opioid prescriptions through the prescription monitoring program, which will result in fewer overdose deaths due to opioid use.						
<b>Q1:</b> Has there been an expansion of naloxone distribution and training?	Number of naloxone training and kit distributions.	N/A	Number of naloxone training and kit distributions.to New Mexico residents.	N/A	DOH, BHSD	Descriptive data analysis. 2018 -2023 Annually

RESEARCH QUESTION	PROCESS/ OUTCOME MEASURE	STEWARD	NUMERATOR	DENOMINATOR	DATA SOURCES	ANALYTIC METHODS
<b>Q2:</b> Has the number of MAT providers increased?	Number of MCO network MAT providers.	N/A	Number of MCO network MAT providers.	N/A	MCO report	Descriptive time series. 2018 -2023 Annually
<b>Q3:</b> Has the number of individuals with SUD receiving MAT increased?	Percentage of individuals diagnosed with SUD with MAT claims.	N/A	MAT claims for Centennial Care individuals with SUD diagnosis.	Total claims for Centennial Care individuals with SUD diagnosis.	MMIS	Interrupted time series analysis. 2018 -2023 Quarterly
<b>Q4:</b> Is there evidence of enhanced policies and practices related to the prescription monitoring program, real time prescription monitoring program updates, member/provider lock-in programs and limits/edits at pharmacy points-of-sale?	Number of policy and procedure manual references.	N/A	Number of policy and procedure manual references about prescription monitoring program	N/A	NM Board of Pharmacy, MCO report	Descriptive data. 2018 -2023 Annually
<b>Q5:</b> Is there a decrease in the number of deaths due to overdose?	Rate of deaths due to overdose.	N/A	Overdose deaths of New Mexico residents.	Total deaths of New Mexico Residents	DOH epidemiology reports Office of Medical Investigator	Interrupted time series analysis. 2018 -2023 Annually

## R. Analytic Methods

Multiple analytic techniques will be used, depending on the type of data for the measure and the availability of data. The Tables in Section B of this document detail the evaluation plan, including analytic methods for each measure. The following table summarizes the overall evaluation plan and analytic methods.

Descriptive, content analysis will be used to present data related to process evaluation measures gathered from document reviews. The data will be summarized in order to describe the activities undertaken, including highlighting specific successes and challenges.

Descriptive statistics, including frequency distributions and time series (presentation of rates over time), will be used for quantitative process measures in order to describe the output of specific waiver activities. These analysis techniques will also be used for some short-term outcome measures in cases where the role of the measure is to describe changes in the population, but not to show specific effects of the waiver demonstration.

An interrupted time series design will include annual or quarterly observations of each measure over time, beginning at least one year prior to the demonstration implementation. The counterfactual for the analysis is the trend, as it would have happened, without being “interrupted” by the demonstration. It is anticipated that the slope of the trend line will change after implementation of specific waiver demonstration activities. Specific outcome measures will be collected for multiple time periods both before and after the first demonstration period and waiver renewal and related interventions. The evaluation design table contains the time span during which observations will be collected for each specific measure. Segmented regression analysis will be used to measure statistically the changes in level and slope in the post-intervention period compared to the pre-intervention period.

$$Y_t = \beta_0 + \beta_1 T + \beta_2 X_t + \beta_3 TX_t$$

Where  $\beta_0$  represents the baseline observation,  $\beta_1$  is the change in the measure associated with a time unit (quarter or year) increase (representing the underlying pre-intervention trend),  $\beta_2$  is the level change following the intervention and  $\beta_3$  is the slope change following the intervention (using the interaction between time and intervention:  $TX_t$ ).<sup>7</sup>

Where possible, comparison groups (and/or national benchmarks) will be used to strengthen causal inference in the design. In cases where a comparison group trend is available, we will conduct a descriptive analysis of the differences in slope change between the treatment group and comparison trend lines.

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<sup>7</sup> Bernal, J.L., Cummins, S. and Gasparrini, A. “Interrupted time series regression for the evaluation of public health interventions: a tutorial” (2017 Feb.). *International Journal of Epidemiology* 46(1): 348-355.



# D

## Methodological Limitations

There are two main methodological limitations. The first is related to the difficulty in obtaining complete data to fully assess the impact of the waiver activities. The second is that the evaluation design, overall, does not include a treatment and a control group. There are a small number of programs (e.g. CHV Pilot) that will not be implemented with all members statewide simultaneously and, therefore, do allow for comparisons between groups. Similarly, some interventions (e.g. Health Homes) are not available throughout all regions of the state. However, these groups are based on member self-selection or service availability, not randomization. The state considered options for comparing members opting in to some services to those who do not. However, there are likely to be considerable differences among these groups that would result in significant selection bias in the design.

This evaluation primarily uses descriptive (either time series or pre-post comparison) analyses and an interrupted time series design, where possible. Interrupted time series analysis is often used in cases where an intervention is implemented across an entire population at the same time<sup>8</sup>. This design avoids selection bias, but can be confounded by other factors. In particular, historical threats to validity are a concern for this design. In this case, other events, happening during the same time period as the intervention could influence trends in outcome measures. To try to minimize the impact of historical threats to validity, the design includes interrupted time series analysis with a control series whenever possible, either in the form of a comparison group or national benchmarks.

Additionally, quarterly data points will be utilized and the timing of the intervention “interruption” will be specific to each intervention in the waiver, rather than the official start date of the waiver. This will ensure that pre and post-intervention data points occur as closely in time as possible to the actual change in policy or program being made. Any interpretation of findings will also include a description of any other intervening events that could have also impacted the measure.

According to the literature on interrupted time series analysis, estimating the level and slope parameters requires a minimum of eight observations before and after implementation in order to have sufficient power to estimate the regression coefficients<sup>9</sup>. Evaluators will need to work closely with program staff data teams to gather as many data points as possible and discuss limitations within the evaluation findings if enough points cannot be collected, including sufficient data points pre-intervention to establish the counterfactual trend.

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8 Bernal, J.L., Cummins, S. and Gasparrini, A. “Interrupted time series regression for the evaluation of public health interventions: a tutorial” (2017 Feb.). *International Journal of Epidemiology* 46(1): 348-355.

9 Penfold, RB, Zhang, F. “Use of interrupted time series analysis in evaluating health care quality improvements.” *Academic Pediatrics*, 2013 Nov-Dec, 13(6Suppl): S38-44.

Another threat to validity in this design may be the ability to measure the outcome rates of interest for the desired period of time, both before and after waiver implementation. In some cases, data might not be available for the time period prior to the waiver or for a baseline measure. Evaluators will work closely with the program staff and data teams to assure that complete data is available for each measure and discuss any specific data concerns or considerations on a measure by measure basis.

It should also be noted that interrupted time series cannot be used to make inferences about any one individual's outcomes as a result of the waiver. Conclusions can be drawn about changes to population rates, in aggregate, but not speak to the likelihood of any individual Medicaid member having positive outcomes as a result of the waiver.

# E

## Attachments

### S. Independent Evaluator

As part of the Standard Terms and Conditions, as set forth by the CMS, the demonstration project is required to arrange with an independent party to conduct an evaluation of the 1115 Demonstration Waiver and the SUD waiver to ensure that the necessary data is collected at the level of detail needed to research the approved hypotheses. To fulfill this requirement, the state of New Mexico will, through a request for proposal process, contract with an external entity to conduct the waiver evaluation.

Examples of the qualifications of the evaluator will be:

- Experience working with federal programs and/or demonstration waivers;
- Experience with evaluating effectiveness of complex, multi-partnered programs;
- Familiarity with CMS federal standards and policies for program evaluation;
- Familiarity with nationally-recognized data sources; and
- Analytical skills and experience with statistical testing methods.

The evaluator will be required to have the following key personnel designated:

- Engagement Leader;
- Lead Evaluator;
- Project Manager; and
- Statistician.

### T. Conflict of Interest

The Human Services Department (HSD) will take steps to ensure that the evaluator is free of any conflict of interest and will remain free from any such conflicts during the contract term. HSD considers it a conflict if the evaluator currently 1) provides services to any MCOs or health care providers doing business in New Mexico under the Medicaid program; or 2) provides direct services to individuals in HSD-administered programs included within the scope of the evaluation contract. If HSD discovers a conflict during the contract term, HSD may terminate the contract pursuant to the provisions in the contract.

## U. Potential Timeline and Major Deliverables

The table below highlights key evaluation milestones and activities for the waiver and the dates for completion.

DELIVERABLE	STC REFERENCE	DATE
Submit evaluation design plan to CMS	56, 115	June 30, 2019
Final evaluation design due 60 days after comments received from CMS	53	60 days after comments received from CMS
Draft Interim Report due	120	December 31, 2022
Final Interim Report due 60 days after CMS comments received	120	60 days after comments received from CMS
Draft Summative Evaluation Report due 18 months following demonstration	122	June 30, 2025
Final Summative Evaluation Report due 60 days after CMS comments received	122	60 days after comments received from CMS

