

**CENTER FOR HEALTH PROTECTION  
OF THE  
DEPARTMENT OF HEALTH**

**REQUEST FOR PROPOSALS (RFP)**

**ALL PAYERS CLAIMS DATABASE**



**RFP#**  
26-665-3030-78227

RFP Release Date: 10/09/2025

Proposal Due Date: 11/10/2025

**ELECTRONIC-ONLY PROPOSAL SUBMISSION**

# Table of Contents

<b>I. INTRODUCTION .....</b>	<b>5</b>
A. PURPOSE OF THIS REQUEST FOR PROPOSALS .....	5
B. BACKGROUND INFORMATION .....	5
C. SCOPE OF PROCUREMENT .....	7
D. PROCUREMENT MANAGER .....	8
E. PROPOSAL SUBMISSION .....	8
F. DEFINITION OF TERMINOLOGY .....	9
G. PROCUREMENT LIBRARY .....	12
<b>II. CONDITIONS GOVERNING THE PROCUREMENT .....</b>	<b>13</b>
A. SEQUENCE OF EVENTS .....	13
B. EXPLANATION OF EVENTS .....	13
1. Issue RFP .....	13
2. Acknowledgement of Receipt Form .....	13
3. Pre-Proposal Conference .....	14
4. Deadline to Submit Written Questions .....	14
5. Response to Written Questions .....	15
6. Submission of Proposal .....	15
7. Proposal Evaluation .....	15
8. Selection of Finalists .....	16
9. Oral Presentations .....	16
10. Best and Final Offers .....	16
11. Finalize Contractual Agreements .....	16
12. Contract Awards .....	16
13. Protest Deadline .....	17
C. GENERAL REQUIREMENTS .....	17
1. Acceptance of Conditions Governing the Procurement .....	17
2. Incurring Cost .....	17
3. Prime Contractor Responsibility .....	17
4. Subcontractors/Consent .....	18
5. Amended Proposals .....	18
6. Offeror's Rights to Withdraw Proposal .....	18
7. Proposal Offer Firm .....	18
8. Disclosure of Proposal Contents .....	18
9. No Obligation .....	19
10. Termination .....	19
11. Sufficient Appropriation .....	19
12. Legal Review .....	19
13. Governing Law .....	19
14. Basis for Proposal .....	19
15. Contract Terms and Conditions .....	20
16. Offeror's Terms and Conditions .....	20
17. Contract Deviations .....	20
18. Offeror Qualifications .....	21
19. Right to Waive Minor Irregularities .....	21
20. Change in Contractor Representatives .....	21
21. Notice of Penalties .....	21
22. Agency Rights .....	21
23. Right to Publish .....	21
24. Ownership of Proposals .....	21

25.	Confidentiality.....	22
26.	Electronic mail address required.....	22
27.	Use of Electronic Versions of this RFP .....	22
28.	New Mexico Employees Health Coverage.....	22
29.	Campaign Contribution Disclosure Form .....	23
30.	Letter of Transmittal .....	23
31.	Disclosure Regarding Responsibility .....	23
III. RESPONSE FORMAT AND ORGANIZATION .....		25
A.	NUMBER OF RESPONSES .....	25
B.	ELECTRONIC SUBMISSION .....	25
C.	PROPOSAL CONTENT AND ORGANIZATION .....	27
IV. SPECIFICATIONS.....		28
A.	SCOPE OF WORK .....	29
1.	Project management-.....	29
2.	Data management- .....	29
3.	Conversion- .....	30
4.	Data Analytics, Reporting and Presentation- .....	30
5.	Additional Services- .....	31
B.	TECHNICAL SPECIFICATIONS.....	31
1.	Organizational Experience .....	31
2.	General Business Experience and Qualifications .....	32
3.	Data Management Experience .....	32
4.	Data Analytics, Reporting and Presentation Experience .....	33
5.	Privacy and Security Experience .....	33
6.	Organizational References.....	34
7.	Mandatory Specifications .....	34
8.	Desirable Specifications .....	35
C.	BUSINESS SPECIFICATIONS .....	35
1.	Financial Stability.....	35
2.	Letter of Transmittal Form.....	35
3.	Campaign Contribution Disclosure Form .....	35
4.	Oral Presentation.....	35
5.	Cost.....	36
V. EVALUATION.....		36
A.	EVALUATION POINT SUMMARY .....	36
B.	EVALUATION FACTORS .....	37
1.	Overall Organizational Strength B.1- B.5 (195 points total).....	37
2.	B.6 Organizational References (See Table 1).....	37
3.	B.7 Mandatory Specifications (See Table 1) .....	38
4.	B.8 Desirable Specifications (See Table 1) .....	38
5.	C.1 Financial Stability (See Table 1) .....	38
6.	C.2 Letter of Transmittal (See Table 1) .....	38
7.	C.3 Campaign Contribution Disclosure Form (See Table 1).....	38
8.	C.4 Oral Presentation (See Table 1) .....	38
9.	C.5 Cost (See Table 1) .....	39
C.	EVALUATION PROCESS .....	39
APPENDIX A.....		40
ACKNOWLEDGEMENT OF RECEIPT FORM .....		40

APPENDIX B .....	42
CAMPAIGN CONTRIBUTION DISCLOSURE FORM .....	42
APPENDIX C .....	46
DRAFT CONTRACT AND BUSINESS ASSOCIATE AGREEMENT .....	46
APPENDIX D .....	86
LETTER OF TRANSMITTAL FORM .....	86
APPENDIX E .....	88
ORGANIZATIONAL REFERENCE QUESTIONNAIRE .....	88
APPENDIX F .....	93
DETAILED SCOPE OF WORK.....	93
APPENDIX G.....	117
COST RESPONSE FORM .....	117
APPENDIX H.....	122
INFORMATION TECHNOLOGY REQUIREMENTS.....	122
APPENDIX I .....	130
SYSTEM HOSTING EVALUATION QUESTIONNAIRE .....	130
APPENDIX J .....	136
CLIENT LIST FORM.....	136

# **I. INTRODUCTION**

## **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals from qualified vendors to establish a single contract award through competitive negotiations for the procurement of services related to setting up an All Payer Claims Database (APCD) for the State of New Mexico. The New Mexico Department of Health (DOH) has the statutory authority to oversee the APCD and is the procuring Agency. Services required include but are not limited to flat file data collection from healthcare claims payers (medical, dental, pharmacy etc); quality assurance and security of acquired data; custodial management of Medicare data; consolidation and storage of acquired data; data delivery and enhancement; analytics; and reporting for the New Mexico APCD. DOH is releasing this RFP to select a vendor to provide flexible and responsive solutions relating to the required functions of the APCD.

## **B. BACKGROUND INFORMATION**

DOH is charged with providing the public access to a user-friendly, searchable and easily accessible website on which the department regularly posts data about health care cost and quality (NMSA 1978, § 24-14A-6.1, the Health Information System [HIS] Act, as amended in 2015). DOH collects an annual hospital inpatient discharge dataset (HIDD) and emergency department dataset (ED), but neither dataset contains information on the cost of hospital admission. To meet this legislative obligation, DOH implemented an APCD (All Payer Claims Database) for the State of New Mexico, initially populated with approximately 5 years of historical data. An APCD is a repository of health care claims data that combines data from multiple payers, including Medicare, Medicaid, private insurers, dental insurers, children's health insurance, self-insured employer plans, and pharmacy plans. 24 other states around the United States have implemented APCDs. An APCD for New Mexico aggregates health care data including outpatient visit, pharmacy, cost, and other relevant information, for dissemination to the public, researchers, and other stakeholders with the goal of improving health care planning, quality, and consumer choice. NM APCD went production in 2023, with covered lives that include 983,000 Medicaid beneficiaries, 408,000 Medicare beneficiaries, and 455,000 Commercial beneficiaries not including those covered by ERISA plans. An APCD in New Mexico assists in making health care costs more transparent to the public; fulfilling the DOH's legislative obligations in NMSA 1978, § 24-14A-3 as part of the overall "Health Information System" "created for the purpose of assisting the department, legislature and other agencies and organizations in the state's efforts in collecting, analyzing and disseminating health information to assist:

1. In the performance of health planning and policymaking functions, this includes identifying needs for personnel, facility, education and other resource needs as well as allocating financial, personnel and other resources where appropriate;
2. Consumers making informed decisions regarding health care
3. In administering, monitoring and evaluating a statewide health plan"

The APCD provides a tool for measuring health care delivery efforts and health care quality in New Mexico, ultimately improving the health of the New Mexico population and helping to fulfill our DOH mission.

The State of New Mexico has been conducting stakeholder engagement efforts regarding APCD development since 2015 that include the following stakeholder groups: payors, providers, consumers, employers, researchers, state agencies, and policy makers. The 2015 HIS Act Amendment created a Health Information Advisory Committee to advise and provide input to DOH in carrying out the provisions of the HIS Act. The committee has members from providers, payers and consumer organizations as well as representatives from state agencies. The committee is providing input to the APCD project's interagency workgroup which has members from DOH, Health Care Authority (HCA), General Services Department (GSD), Department of Information Technology (DoIT), the Office of Superintendent of Insurance (OSI) and the Governor's office.

DOH collaborates with our sister agency, HCA, for the acquisition of Medicaid and other relevant data for the APCD. Currently, Medicaid covers over 40% of the population in New Mexico. This is an estimated 983,000 Medicaid beneficiaries. To better support and improve the health and wellbeing of New Mexicans, HCA is undertaking replacement of its existing Medicaid Management Information System (MMIS) through a MMIS Replacement (MMISR) Enterprise Solution. The MMISR Solution will comprise multiple technology-based modules and Business Process Outsource (BPO) services contracts. The MMISR project is part of a broader initiative to realign public assistance programs, benefits, and services around an individual or family. The initiative is known as Health and Human Services (HHS) 2020.

Through the HHS 2020 initiative and the MMISR project, HCA is implementing an enterprise data warehouse, business intelligence, and analytics solution that will provide better access to data and information for stakeholders across state government and the public. The solution that will be implemented can be leveraged to provide some of the analytical capabilities that are sought by the New Mexico Department of Health for the All Payer Claims Database (APCD). All Medicaid claims information will be in the enterprise data warehouse and Medicaid claims will likely make up the majority of claims information in the APCD.

The APCD will provide insight and decision making to each of the stakeholder groups in a variety of methods. A few high level examples of using an APCD in New Mexico include, but are not limited to, the following: consumers will have insight into health care decision making via health care related quality and cost information, public health professionals will have enhanced information regarding treatment, services, and cost of health care New Mexicans are receiving, policy makers will have additional information to support data-driven decision making regarding health improvement efforts in New Mexico. The APCD shall deliver analyses and data for an array of purposes to a variety of user groups, while securely maintaining the patient, provider and payer record confidentiality mandated by law. Database access shall be role-based and vary based on user access controls and data governance rules developed by the State of New Mexico.

The APCD transparency website includes price and quality information for medical and pharmacy services in English and in Spanish.

Conversion activities shall include converting data from the existing APCD and transitioning payers to a new data submission system.

### **C. SCOPE OF PROCUREMENT**

The scope of this procurement is for services to build and maintain an All Payer Claims Database for the State of New Mexico. Services in scope include:

- **Data management** including collection, hosting, validation and quality assurance of health care claims data, while maintaining security. There are currently 12 primary medical claims payors in the State of New Mexico from whom DOH expects datafile submissions to be acquired on a recurring basis to the Offeror. Additional data will be sought from other payers such as Indian Health Service, Workers' Compensation, ERISA plans (voluntarily) etc.; for integration into the APCD later. The outcome of data management is to have a validated database, hosted by the Offeror, that will support standardized reporting services that meet the Offeror's and DOH's agreed upon data quality thresholds, while also providing role-based database access for designated DOH users that allows for trusted public health decision making.
- **Conversion – including transition of data submitters to a new APCD data submission system and conversion of data from the existing APCD.**
- **Data analytics, reporting and presentation** – including comparisons of payers, comparisons of providers and the ability to support health policy decisions by policy makers, public health professionals, consumers, employers, etc.; and the presentation of data in a cost and quality consumer facing webtool.
- **Public portal including hosting and updating on a scheduled basis.**
- **Project management** – for delivering the work.
- **Additional services** – DOH may choose to incorporate additional services such as data management of Indian Health Services (IHS) or Workers' Compensation data, or other tasks related to the work. These are outlined in the Additional Services portion of APPENDIX F, Detailed Scope of Work, and shall be responded to by Offerors.

DOH intends to award a single contract as a result of this Request for Proposals (RFP). Responders, either directly or through their subcontractor(s), shall be able to provide products and services, and meet all minimum requirements outlined in this RFP. The successful responder (the Contractor) shall be responsible for all contract performance, regardless of subcontractor participation in the work.

The procurement requires Offerors to propose fixed prices for the term of the contract.

The term of this contract will be for five (5) years from the date of award, with five (5) optional one (1) year extensions at the discretion of DOH. This Contract shall not exceed ten (10) years in total, per NM Statute 13-1-150 (B). The State of New Mexico intends to maintain an APCD beyond the 10-year statutory limit of the contract awarded through this RFP.

This RFP will result in a single award.

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

## D. PROCUREMENT MANAGER

The Department of Health 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: Adriana Padilla, Procurement Manager  
Telephone: (505) 469-7393  
Email: [Adriana.padilla@doh.nm.gov](mailto:Adriana.padilla@doh.nm.gov)

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

Protest Manager: Vincent Lujan , NMDOH Chief Procurement Officer  
Address: Harrold Runnels Building 1190 S. St. Francis Santa Fe, NM 87501  
  
Email: [Vincent.Lujan@doh.nm.gov](mailto:Vincent.Lujan@doh.nm.gov)  
PH: (505) 623-1168

## E. PROPOSAL SUBMISSION

*All deliveries of proposals Must be submitted via the NMDOH Bonfire Procurement Portal. Only electronic submittals in the Bonfire Procurement Portal will be accepted for this RFP.*

<https://nmhealth.bonfirehub.com/portal/>

## F. DEFINITION OF TERMINOLOGY

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

1. **“Agency”** means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.
2. **“APCD”** means All Payer Claims Database. An All Payer Claims Database is a repository that systematically collects health care claims data from a variety of payers for analyses to support health policy.
3. **“APCD-CDL™”** means All Payer Claims Database Common Data Layout. This is a common core set of APCD data elements / file formats for data submission and exchange with an APCD.
4. **“Award”** means the final execution of the contract document.
5. **“Business Hours”** means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
6. **“Close of Business”** means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
7. **“Confidential”** means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7 NMSA 1978,. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
8. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.
9. **“Contractor”** means any business having a contract with a state agency or local public body.
10. **“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.
11. **“Desirable”** – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
12. **“Electronic Submission”** means a successful submittal of Offeror’s proposal in the Bonfire system.
13. **“Electronic Version/Copy”** means a digital format consisting of text, images or both, readable on computers or other electronic devices, which includes all content that the Original document contains. The electronic version/copy CANNOT be emailed.
14. **“ETL”** means extract, transform and load.
15. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
16. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

17. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
18. **“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.
19. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
20. **“HIPAA”** means Health Insurance Portability and Accountability Act – a United States law designed to provide privacy standards to protect patients’ medical records and other health information provided to health plans, doctors, hospitals and other health care providers
21. **“HCA”** means the New Mexico Health Care Authority
22. **“IT”** means Information Technology.
23. **“Mandatory”** – the terms “must,” “shall” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
24. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
25. **“Multiple Source Award”** means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.
26. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
27. **“OSI”** – means the New Mexico Office of Superintendent of Insurance
28. **“Payer”** means a health maintenance organization, insurance company, management services organization, or any other entity that pays for or arranges for the payment of any health care or medical care service, procedure, or product, including pharmacy and dental care and products. Primary submitter of data to the APCD.’
29. **“PHI”** means Protected Health Information- under the US law, any information about health status, provision of health care, or payment for health care that is created or collected by a Covered Entity (or a Business Associate of a Covered Entity), and can be linked to a specific individual. This is interpreted rather broadly and includes any part of a patient's medical record or payment history.
30. **“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.
31. **“Procurement Manager”** means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
32. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.

33. **“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.
34. **“Provider”** means an entity providing health care to patients/citizens
35. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
36. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
37. **“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.
38. **“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.
39. **“Sealed”** means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents has been completely and successfully uploaded into Bonfire system prior to the submission deadline stated in the RFP.
40. **“Single Source Award”** means an award of contract for items of tangible personal property, services or construction to only one Offeror.
41. **“Stakeholder”** means entity affected by/interested in the successful establishment and use of an APCD in New Mexico.
42. **“NMDOH”** means the New Mexico Department of Health.
43. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
44. **“State (the State)”** means the State of New Mexico.
45. **“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.
46. **“State Purchasing Agent”** means the Director of the Purchasing Division of the General Services Department.
47. **“Statement of Concurrence”** means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors’ proposal, pursuant to Section III.C.1. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
48. **“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.

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

## **G. PROCUREMENT LIBRARY**

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

RFP, Questions & Answers, RFP Amendments, etc.

<https://www.nmhealth.org/publication/rfp/>

Other relevant links:

Active Procurements | NM GSD :

<https://www.generalservices.state.nm.us/state-purchasing/active-itbs-and-rfps/active-procurements/>

The RFP does not require Offerors to submit and/or request CDL format for proposals. It could potentially benefit Offerors to have more information, but it is up to Offerors to determine the information they want to acquire to support knowledge of APCDs and what they include in the proposals. The APCD Council is an outside entity. The State of New Mexico cannot provide specific APCD-CDL™ information to Offerors. The below reference link to the APCD-CDL™ information is provided for Offerors to request APCD-CDL™ information from directly.

APCD-CDL™ request form website:

<https://www.apcdcouncil.org/common-data-layout>

APCD Manual:

<https://www.apcdcouncil.org/manual>

NM Health Information Systems Laws:

<https://nmonesource.com/nmos/nmsa/en/item/4384/index.do#24-14A-1>

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	Agency	10/09/2025
2. Acknowledgement of Receipt Form	Potential Offerors	10/22/2025
3. Pre-Proposal Conference	Agency	10/22/2025
4. Deadline to submit Written Questions	Potential Offerors	10/24/2025
5. Response to Written Questions	Procurement Manager	10/28/2025
<b>6. <i>Submission of Proposal</i></b>	<b><i>Potential Offerors</i></b>	<b><i>11/10/2025</i></b>
7.* Proposal Evaluation	Evaluation Committee	11/12/2025 – 11/21/2025
8.* Selection of Finalists	Evaluation Committee	11/19/2025
9 * Oral Presentation(s)	Finalist Offerors	To be determined
10.* Best and Final Offers	Finalist Offerors	To be determined
11.* Finalize Contractual Agreements	Agency/Finalist Offerors	11/20/2025 – 12/01/2025
12.* Contract Awards	Agency/ Finalist Offerors	12/02/2025
13.* Protest Deadline	Agency	12/17/2025

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

### B. EXPLANATION OF EVENTS

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

#### 1. Issue RFP

This RFP is being issued on behalf of the State of New Mexico Department of Health on the date indicated in Section II.A, Sequence of Events.

#### 2. Acknowledgement of Receipt Form

Potential Offerors shall register through the NMDOH Bonfire Procurement Portal and e-mail the Acknowledgement of receipt form (Appendix A), to Procurement Manager **Adriana Padilla** at [Adriana.padilla@doh.nm.gov](mailto:Adriana.padilla@doh.nm.gov) to have their organization placed on the procurement

distribution list. The form must be returned to the Procurement Manager by 5:00 PM MST/MDT on the date indicated in Section II.A, Sequence of Events.

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

### 3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 10:00AM MST/MDT via <https://teams.microsoft.com/meet/2906174231499?p=QM5Bbjchx30fmv7f56>

**Meeting ID:** 290 617 423 149 9

**Passcode:** ya3HR7e4

[+1 505-312-4308,,757251899#](tel:+15053124308757251899) United States, Albuquerque

Phone conference ID: 757 251 899#

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

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

### 4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 PM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

## 5. Response to Written Questions

Written responses to the written questions will be provided via e-mail on or before the date indicated in Section II.A, Sequence of Events. An electronic version of the Questions and Answers will be posted to: <https://nmhealth.bonfirehub.com/portal/>

## 6. Submission of Proposal

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

ALL PROPOSALS MUST BE SUBMITTED TO THE NMDOH BONFIRE PROCUREMENT PORTAL NO LATER THAN 3:00 PM MST/MDT ON - THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **NO LATE PROPOSAL CAN BE ACCEPTED.** No hard copy proposals will be accepted. All proposals must be submitted via the NMDOH Bonfire Procurement Portal.

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

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

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

## 7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of

proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## **8. Selection of Finalists**

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. Finalists will be comprised of up to five (5) Offerors receiving the highest cumulative scores in the following sections: Section IV.B.1 Organizational Experiences, Section IV.B.2 General Business Experience and Qualifications, Section IV.B.3 Data Management Experience, Section IV.B.4 Data Analytics Reporting and Presentation Experience, IV.B.5 Privacy and Security Experience, Section IV.B.6 Organizational Reference, Section IV.B.7 Mandatory Specifications, Section IV.B.8 Desirable Specifications.

## **9. Oral Presentations**

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

## **10. Best and Final Offers**

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

## **11. Finalize Contractual Agreements**

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

## **12. Contract Awards**

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

### **13. Protest Deadline**

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

Protest Manager:      Vicent Lujan , NMDOH Chief Procurement Officer  
Address:                Harrold Runnels Building 1190 S. St. Francis Santa Fe, NM 87501  
  
Email:                   [vincent.lujan@doh.nm.gov](mailto:vincent.lujan@doh.nm.gov)  
PH:                      (505) 623-1225

**PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.**

## **C. GENERAL REQUIREMENTS**

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

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

### **2. 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. **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 two hundred forty (240) days after the due date for receipt of proposals or one hundred twenty (120) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

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

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

- a. ***Proprietary and Confidential information is restricted to:***
  1. confidential financial information concerning the Offeror's organization; and
  2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.2.a, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

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

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

## **9. No Obligation**

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

## **10. Termination**

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

## **11. Sufficient Appropriation**

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

## **12. Legal Review**

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

## **13. Governing Law**

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

## **14. Basis for Proposal**

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

## 15. Contract Terms and Conditions

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

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

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

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

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

## 16. Offeror's Terms and Conditions

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

## 17. Contract Deviations

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

## **18. Offeror Qualifications**

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

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

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.19. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

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

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

## **21. Notice of Penalties**

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

## **22. Agency Rights**

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

## **23. Right to Publish**

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

## **24. Ownership of Proposals**

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

## **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:

<https://nmhealth.bonfirehub.com/portal/?tab=openOpportunities>

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

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

after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

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

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

## **30. Letter of Transmittal**

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

Provide the following information:

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

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

## **31. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a

system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

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

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

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

#### B. ELECTRONIC SUBMISSION

##### **ONLY ELECTRONIC SUBMISSION VIA BONFIRE IS PERMITTED**

(<https://nmhealth.bonfirehub.com/portal/?tab=openOpportunities>)

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

##### **1. Electronic Submission Requirements**

- a. **Register in Bonfire well in advance of the submission deadline** - In order to submit a response to this RFP, Offeror must be fully registered in Bonfire. ***It is the Offeror's responsibility to ensure the registration process is completed in enough time to upload its proposal documents by the deadline set forth in this RFP.*** The registration page may be accessed via the following link: <https://nmhealth.bonfirehub.com/portal/?tab=openOpportunities>

- b. **Follow all submission instructions** - Proposals must be submitted in the manner outlined in Sections III.B.2 and III.B.3, and organized in accordance with Section III.C. Technical and Cost portions of Offerors proposal must be submitted as **separate uploads**, and must be prominently identified as “Technical Proposal,” or “Cost Proposal,” on the front page of each upload.
  - c. **Complete proposal upload prior to submission deadline** - ***It is the Offeror’s responsibility to ensure all documents are completely uploaded and submitted electronically via the Bonfire system by the deadline set forth in this RFP.*** The Bonfire system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Offeror, **allow adequate time for large uploads and to fully complete your submittal by the deadline.** A submission that is not both: (1) fully complete; and (2) received, via the Bonfire system by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the Bonfire system by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, **NO LATE OFFER CAN BE ACCEPTED.**
  - d. **Upload a single Technical file and a single Cost file, unless a document exceeds 100MB** - The Offeror need only submit one single electronic copy of each portion of its proposal (one Technical and one Cost), as outlined in Sections III.B.2 and III.B.3. *EXCEPTION: Single electronic files that exceed 100MB may be submitted as multiple uploads, which must be **the least number of uploads necessary to fall under the 100mb limit.***
  - e. **DO NOT upload .zip files** - In accordance with the State of New Mexico’s Information Technology (IT) policies and procedures, we are unable to accept .zip files. See Section II.B.1.d, above, requirements for uploading large files.
  - f. **DO NOT password-protect proposal documents** – The Bonfire system is secure, and accessible only to NMDOH personnel, through a password-protected login. Confidential information must adhere to the requirements of Section II.C.8 and must be submitted pursuant to Section II.B.2.a.
  - g. **Bonfire Technical Support**
    - i. For technical support issues go to Support@GoBonfire.com or visit their help desk forum at <https://vendorsupport.gobonfire.com/hc/en-us>
2. **Technical Proposal** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format.** All information for the Technical Proposal **must be combined into a single file/document for uploading.** *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be **the least number of uploads necessary to fall under the 50mb limit.*** ***The Technical Proposal SHALL NOT contain any Cost information.***

- a. **Confidential Information:** If Offeror’s proposal contains confidential information, as defined in Section I.F.5 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :
  - i. One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.2, above, as an **unredacted** (def. Section I.F.38) version for evaluation purposes; **and**
  - ii. One (1) **redacted** (def. Section I.F.26) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;
3. **Cost Proposal** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**. ***EXCEPTION:** Single electronic files that exceed 100mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 100mb limit*

## C. PROPOSAL CONTENT AND ORGANIZATION

All proposals must be submitted as follows:

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. Within each section of the proposal, Offerors must organize and address the RFP requirements in the order indicated below. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of Offeror’s proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

### **Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Form
3. Table of Contents
4. Proposal Summary
5. Response to Contract Terms and Conditions (from Section II.C.15)
6. Offeror’s Additional Terms and Conditions (from Section II.C.16 )
7. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
  - a. Detailed Scope of Work, narrative response to Appendices F & H
  - b. Organizational Strength
  - c. Oral Presentation
    - 1) Organizational experience as required in IV.B.1
    - 2) General business experience and qualifications as required in IV.B.2

- 3) Data Management Experience as required in IV.B.3
- 4) Data Analytics Experience as required in IV.B.4
- 5) Privacy and Security Experience as required in IV.B.5
- d. Organizational References from IV.B.6
- e. Financial Stability - (Financial information considered confidential, as defined in Section I.E. and detailed in Section II.C.8, should be placed in the Confidential Information file, per Section II.B.1.a.i or Section II.B.2.a.i, as applicable)
- f. Performance Surety Bond
- 8. Other Supporting material

**Cost Proposal:**

- a. Completed Cost Response Form (APPENDIX G)

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

## IV. SPECIFICATIONS

Offerors shall respond in the form of a narrative Work Plan describing in reasonable detail how each of the tasks described in APPENDIX F Detailed Scope of Work, will be accomplished. APPENDIX F is organized into tasks for Project Management, Data Management Services, Conversion Services, Analytics, Reporting and Presentation Services and Additional Services.

Offerors are encouraged to describe their experience, capacity, and technical solutions for each Task. Innovation, efficiency, and cost-effectiveness are important to DOH and Offerors shall reflect their experience and proposed solutions for each task described within each section.

Please describe in reasonable detail how you will accomplish each of the tasks described in APPENDIX F, Required Tasks, referring to specific sections and tasks as appropriate. The list of Tasks identifies needs or problems that need to be addressed in the Offeror's proposed solution for that section. Please ensure that every identified "Required Bid Element" is addressed in your proposal.

- The Work Plan shall concisely describe each program development and implementation task.
- If applicable, the Offeror shall note any tasks to be delegated to subcontractors and, if known, identify subcontractors of the related Tasks.
- Offerors shall describe their proposed approach to each activity within each Task for their offer to be considered responsive.

- All Offerors shall respond to the Additional Services section in the narrative section. Note: The cost component for Additional Services will not be factored into the cost section of evaluation scoring.

All Offerors shall also indicate how their solution meets the Information Technology Requirements of **Appendix H**, Table H-1 in their narrative, for all mandatory requirements and the highly desirable requirements the offeror's solution meets.

## **A. SCOPE OF WORK**

The scope of work offerors are to provide are services to build and maintain an All Payer Claims Database (APCD) for the State of New Mexico. Services in scope include:

### **1. Project management-**

Includes activities needed to initiate, plan, execute, monitor and control and closeout the project aspects of the work being provided to DOH under contract. DOH will have a project manager coordinating work and participation from multiple State of New Mexico agencies, including OSI and HCA, participating in the effort to successfully implement an APCD for the State. The awarded Offeror will be responsible for planning and coordinating delivery of their work and coordinating with the overall project team. The awarded Offeror shall also provide status reporting and manage risks and issues relating to the work.

### **2. Data management-**

Data Management includes all activities related to the interaction with approximately 30 primary health care payer data suppliers in New Mexico:

- a. Develop data supplier onboarding and engagement processes, with a secure online data submission tool for providers and data quality feedback methods.
- b. Ability to map data specifically in required Common Data Layout (CDL) format.
- c. Acquire and transform commercial health plan, Medicare and Medicaid data.
- d. Provide data collection status reporting and data collection and completeness documentation.
- e. Extract, transform and load data into a master database, consolidating claims and records therein.
- f. Maintain all historical NM APCD data (2020-2025) including both the raw unprocessed data as received from data submitters, as well as the vendor processed data delivered to NMDOH.
- g. Provide quality checking and validation of data post-load for each update.
- h. Indices: Integrate with Enterprise Master Patient Indices at DOH and HCA, Develop/collaborate with data sources to develop an authoritative Master Provider index. Develop and implement a Master Payer Index.
- i. Data Security and Privacy: Implement HIPAA-compliant security protocols, encryption, and role-based access controls to safeguard sensitive health information.
  - Access: Provide role-based access to multiple data versions at various stages of processing for data lineage tracking and access to curated data for the analytics vendor if applicable.

- Provide security and privacy protection for proprietary payer and member/patient data in a manner compliant with HIPAA, HITECH (Health Information Technology for Economic and Clinical Health Act), and HHS guidance.
- j. Provide transition services including a detailed plan, timeline and documentation to transition to another vendor at the end of the contract term.
- k. Maintenance and support of data storage and analytics and reporting platforms.
- l. Provide value added enhancements and aggregation of raw health care data for analytics including health care groupers and the creation of patient level risk scores.

### **3. Conversion-**

Including activities related to transitioning 30 data submitters to a new APCD data submission process and conversion of data from the existing APCD.

- a. Data Quality Assurance: Establish robust data validation, cleansing, normalization, and error-resolution processes.
- b. Update the Medicare Data Custodian Amendment.
- c. Complete the Data Management Plan Self-Attestation Questionnaire (DMP-SAQ) and obtain CMS approval.
- d. Provide a detailed Data Submission Guide to assist data suppliers and that specifies the APCD-CDL™ as the required data submission format.
- e. Perform payer outreach, onboard/register data submitters, establish and implement test file submission, quality assurance and payer feedback processes.
- f. Provide detailed documentation, training, and technical support for NM APCD data submitters and NM DOH staff.
- g. Obtain and process historical raw data files from the current vendor.
- h. Produce detailed documentation and provide NMDOH staff training for all aspects of new APCD payer onboarding, data submission, and data conversion processes.

### **4. Data Analytics, Reporting and Presentation-**

DOH must be able to respond to a broad range of stakeholder requests for information based on the APCD. For example, DOH may be asked to inform legislators on cost and utilization of specific services or they may be asked to provide public health information for state, federal and other reporting. DOH is also required to create cost and quality comparison reports by geography, provider or, perhaps, payer. The vendor must support DOH analytic capacity to meet those needs quickly and efficiently by creating and maintaining an Analytics and Reporting Environment that includes the following.

- a. Knowledge of health care economics, actuarial and health data analytics, and reporting experience
- b. Development of an analytics master plan
- c. Developing reports that support comparisons of payers and comparisons of providers
- d. Development and implementation of methodologies for attributing patients to providers and individual providers to groups or worksites
- e. Development and implementation of methodologies to create episodes of care
- f. Development of care quality metrics
- g. Development and implementation of methodologies for linking health claims data to other data sources

- h. Deliver specialized reports, analytic data sets, and public data
- i. Development of cost and quality comparison data for consumers.
- j. Development and deployment of a consumer-facing website that presents cost comparison data in an easily comprehensible and accessible way
- k. Implementation, maintenance and support of the analytics and reporting platform.
- l. Documentation of data sets, and analytic methodologies related to the analytic platform and analysis and reporting tools.

DOH is open to a variety of possibilities for meeting this goal, including, but not limited to, a vendor that chooses to provide analytics and reporting services on their own system, a vendor that provides a toolkit or set of programs that DOH can implement on an internally hosted system, or a variety of other approaches. Any proposed solution for creating the Analytics and Reporting Environment shall allow DOH staff and other stakeholders to create reports and perform analysis using a variety of analytical / query tools (e.g., SAS, SQL Server Management Studio, etc).

## **5. Additional Services-**

New Mexico Department of Health (DOH) may choose to incorporate additional services such as data management of additional data sources such as Indian Health Services (IHS) or Workers' Compensation, total cost of care reporting, customized file formats in support of sister agencies, flat file ingestion into database for lower threshold, Limited Benefit plan submissions, or other tasks related to the work. These Additional Services are outlined in the Additional Services portion of APPENDIX F, and shall be responded to.

**Note:** The selected finalist Offeror shall complete and provide **Appendix I**, System Hosting Evaluation Questionnaire (SHEQ) upon finalizing the awarded contract

## **B. TECHNICAL SPECIFICATIONS**

### **1. Organizational Experience**

Offerors **must**:

- a) Provide a description of relevant corporate experience with state government and the private sector. The experience of all proposed subcontractors shall be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and shall include the extent of their experience, expertise and knowledge as a provider of APCD-related services and processing, analyzing and reporting health care data. Specific high-level examples are encouraged to include analytical, project management, dashboard and problem-solving experiences. APCD-related applications provided to the public sector will be given priority, but related experience for the private sector will also be considered. Offerors shall indicate how many APCDs have been developed in the last two years and what percentage of business revenue is derived from APCD engagements. Answer the following questions related to company strength (NOT to exceed 10 pages excluding Tables and figures):

- (1) How long has your company been in business? If the Offeror is a new company, please identify whether the business is a startup, spinoff, or an expansion of a larger business enterprise.
- (2) Is your company currently free from litigation? If not, please explain.
- (3) Include any information relating to contract sanctions, terminations, defaults, or suspensions.
- (4) Please provide evidence of the overall financial strength of the company such as an audited financial statement or an independent rating company assessment.
- (5) Please describe the bench strength, support structures, and the overall depth of industry and technical skill within the company. Include any relevant information for partners, subcontractors, or contractors.

b) Provide the following staff-related information:

- (1) Please identify each key staff person to be assigned to this project by position and role/responsibility and provide a brief biography or resume for each individual that clearly identifies any relevant experience along with the number of years and their projected time commitment to the project.
- (2) **Offeror is expected to have at least 15 years of relevant experience as a primary contractor in total for the last 15 years** for key staff included in this project. Please include a brief table of key staff members who would be working on this project that includes a description of their experience on APCDs or other large health care data systems, names of data systems the individuals have worked on, and if work was for data management or analytics or both.
- (3) Please provide an organizational chart and describe your plan to ensure proper project oversight.
- (4) Please identify the name of the single individual who will serve as the Project Manager and another to serve as the single point of contact (if different).

c) Describe at least two project successes and failures of a large-scale state APCD or other health care data engagement. Include how each experience improved the Offeror's services.

## 2. General Business Experience and Qualifications

1. Describe the company's expertise in the secure management, storage, and release of protected health information that is compliant with State and Federal rules, regulations, and statutes.
2. Describe the company's experience transferring data using Microsoft SQL or similar database platforms; please indicate which platforms.

## 3. Data Management Experience

Offerors shall show they have a minimum of 5 years of company experience in the last 5 years providing data collection, management, and reporting services using health care claims or encounters for a large data system. (Provide client list and examples of work performed in Appendix J)

- a) describe the company's expertise in validation and quality assurance of health care data
- b) describe the company's experience with at least 5 of the following:

- 1) creating or implementing an automated tool to provide feedback to data suppliers regarding data quality
- 2) developing and maintaining a role-based data access and reporting system to provide flexibility by data elements and subsets
- 3) developing user interfaces to grant access to multiple data versions (such as raw, edited, and consolidated)
- 4) creating, implementing or integrating with an existing Master Patient Index or similar identity resolution tool
- 5) creating or implementing a Master Provider Index and Master Payer Index
- 6) applying risk adjustment methods to health care claims or encounters data
- 7) performing aggregation and enhancement of raw health care data, including the use of health care groupers or the creation of patient-level risk scores.

#### **4. Data Analytics, Reporting and Presentation Experience**

- a) Offerors shall show they have a minimum of 5 years of company experience within the last 5 years providing analytic services to either an APCD or other large health care data collection and reporting system. (Provide client list and examples of work performed in Appendix J.) This experience shall include at a minimum:
  - (1) Comparisons of payers,
  - (2) Comparisons of providers,
  - (3) Health policy decision support, OR,
  - (4) Medical economics analysis
- b) Describe the company's experience with at least 3 of the following:
  - (1) creating or implementing a tool to produce health care data for the purpose of informing policy
  - (2) creating or implementing a methodology to attribute patients to health care providers
  - (3) creating or implementing a methodology to attribute individual physicians to clinics, groups, or worksite locations
  - (4) creating or implementing a methodology that creates episodes of care
  - (5) creating or implementing a methodology that links health care claims data to other data sources
- c) Describe the company's experience in developing or implementing tools for reporting and displaying medical service costs to consumers in a public facing web accessible manner.

#### **5. Privacy and Security Experience**

- 1) Please describe your experience handling protected health information. Describe your processes for ensuring the privacy and security of data transmitted to or from and stored in your system and your protocol for handling a data breach. Identify any national or industry standards that you have adopted and implemented and indicate whether your security controls are currently in compliance with the standards you have adopted.
- 2) Offerors shall provide an audit report (such as SOC-2 or SOC-3) annually describing the effectiveness of their non-financial controls. Please describe your company's

- current practices with regard to auditing and reporting on the effectiveness of your controls for security, availability, processing integrity, confidentiality, and privacy.
- 3) Describe any major data breaches or security incidents in the last 5 years and your associated response to the incident.

## 6. Organizational References

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. **Offerors are required to submit APPENDIX E, Organization Reference Questionnaire, to the business references they list. The business references must electronically submit the Reference Form directly to the buyer described in Sec I Paragraph D.** It is the Offeror's responsibility to ensure the completed forms are received on or before the Proposal Submission date indicated in Section II A, Sequence of Events, for inclusion in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

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, the Agency 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

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

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

## 7. Mandatory Specifications

- a. **APPENDIX F, Detailed Scope of Work Required Tasks:** Offeror shall respond to the required bid elements for each of the required tasks outlined under APPENDIX F:
  - 1) Required Tasks: Project Management,
  - 2) Required Tasks: Data Management,
  - 3) Required Tasks: Conversion,
  - 4) Required Tasks: Analytics, Reporting and Presentation in their Technical Proposal.
- b. **APPENDIX H, Information Technology Requirements:**

1. Review the information technology requirements in Table H-1 of Appendix H and provide a statement of concurrence that their proposed solution will meet all mandatory requirements in the table.
2. Provide information in their narrative response (Technical Proposal Section 7) as to how their solution meets the requirements in Table H-1 of Appendix H, for all mandatory requirements and the highly desirable requirements the Offeror's solution meets.

## **8. Desirable Specifications**

APPENDIX F, Detailed Scope of Work VI Additional Services: Offers shall respond to each of the tasks under the 2 areas of Appendix F.VI Additional Services: Data Management, Data Analytics.

## **C. BUSINESS SPECIFICATIONS**

### **1. Financial Stability**

Offerors shall submit copies of the most recent years independently audited financial statements, the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission shall 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 shall 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 D. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to submit a signed form will result in Offeror's disqualification.**

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

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

### **4. Oral Presentation**

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

## 5. Cost

Offerors shall complete the Cost Response Form in APPENDIX G. Cost will be measured by the formula presented in Section V.B EVALUATION FACTORS. All charges listed on Appendix G shall be justified and evidence of need documented in the proposal.

# V. EVALUATION

## A. EVALUATION POINT SUMMARY

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

**Table 1: Evaluation Point Summary**

<b>Evaluation Factors – correspond to sections IV.B and IV.C</b>	<b>Points Available</b>
<b>B. Technical Specifications</b>	
B.1 Organizational Experience.	50
B.2 General Business Experience	20
B.3 Data Management Experience	50
B.4 Data Analytics, Reporting and Presentation Experience	40
B.5 Privacy and Security Experience	35
B.6 Organizational References	75
B.7 Mandatory Specifications	
B.7.A Project Management	90
B.7.B Data Management*	150
B.7.C Conversion	100
B.7.D Analytics, Reporting and Presentation	120
B.8 Desirable Specifications*	70
<b>C. Business Specifications</b>	
C.1. Financial Stability	Pass/Fail
C.2. Letter of Transmittal Form	Pass/Fail
C.3. Campaign Contribution Disclosure Form	Pass/Fail
C.4. Oral Presentation	100
C.5. Cost	100
<b>TOTAL</b>	<b>1,000 points</b>

\*The mandatory requirements of Appendix H fall under B.7.B. Appendix H will be considered Pass/Fail separately from the 150 points available. The desirable specifications of Appendix H fall under B.8 and will be calculated as a part of 70 points.

## **B. EVALUATION FACTORS**

### **1. Overall Organizational Strength B.1- B.5 (195 points total)**

#### **a. B.1 Organizational Experience**

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

#### **b. B.2 General Business Experience**

Points will be awarded based on the thoroughness and clarity of Offeror's response in this section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise in secure and compliant management of PHI and experience with database platforms

#### **c. B.3 Data Management Experience**

Points will be awarded based on the thoroughness and clarity of Offeror's response in this section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience with ingesting, transforming, and maintaining large, diverse health care datasets including payer claims into data platforms accessible for multiple uses by multiple entities. Offeror's experience in developing Master Indices for the data and aggregating and enhancing acquired data will also be evaluated.

#### **d. B.4 Data Analytics, Reporting and Presentation Experience**

Points will be awarded based on the thoroughness and clarity of Offeror's response in this section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience providing analytic services to either an APCD or other large healthcare data collection and reporting system. Offeror's experience creating, providing or implementing tools for healthcare analysis will be evaluated, as will their experience providing a web-based consumer facing presentation of medical service costs for comparison.

#### **e. B.5 Privacy and Security Experience**

Points will be awarded based on the thoroughness and clarity of Offeror's response in this section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience handling PHI data securely, ability to respond to data security audits and experience handling data breaches and security incidents

### **2. B.6 Organizational References (See Table 1)**

**Up to 75 points** will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix E). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar

services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

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

### **3. B.7 Mandatory Specifications (See Table 1)**

**Up to 460 points** will be awarded based on the thoroughness and clarity of the response regarding the information further explained in A.1-A.4 Scope of Work and Appendix F Detailed Scope of Work under the following 4 areas:

- a. B.7.A Project Management
- b. B.7.B Data Management
- c. B.7.C Conversion
- d. B.7.D Analytics, Reporting and Presentation

### **4. B.8 Desirable Specifications (See Table 1)**

Point will be awarded based on the thoroughness and clarity of the response regarding the information in A.5 Additional Services under Scope of Work and APPENDIX F, Detailed Scope of Work VI Additional Services.

### **5. C.1 Financial Stability (See Table 1)**

Pass/Fail only. No points assigned.

### **6. C.2 Letter of Transmittal (See Table 1)**

Pass/Fail only. No points assigned.

### **7. C.3 Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail only. No points assigned.

### **8. C.4 Oral Presentation (See Table 1)**

**Up to 100 points** will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

## 9. C.5 Cost (See Table 1)

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

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

## 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. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. In accordance with §13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**APPENDIX A**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

# REQUEST FOR PROPOSAL

All Payers Claims Database

26-665-3030-78227

## ACKNOWLEDGEMENT OF RECEIPT FORM

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

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

ORGANIZATION:

\_\_\_\_\_

CONTACT NAME:

\_\_\_\_\_

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

E-MAIL: \_\_\_\_\_

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

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

### Submit Acknowledgement of Receipt Form to:

To: Adriana Padilla

E-mail: [Adriana.padilla@doh.nm.gov](mailto:Adriana.padilla@doh.nm.gov)

Subject Line: All payers Claims Database, #26-665-3030-78227

**APPENDIX B**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

**Name(s) of Applicable Public Official(s) if any:** \_\_\_\_\_

(This field must be completed by the issuing State Agency. In most cases, the official identified will be the current Governor of New Mexico and Lieutenant Governor. If a local public body is using this template for their RFPs, it must complete this field with the applicable elected official(s).)

#### DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

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

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

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

**--OR--**

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

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (Position)

**APPENDIX C**

**DRAFT CONTRACT AND BUSINESS ASSOCIATE  
AGREEMENT**

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

**STATE OF NEW MEXICO**

**DEPARTMENT OF HEALTH**

**INFORMATION TECHNOLOGY AGREEMENT**

Agreement No. \_\_\_\_\_

THIS INFORMATION TECHNOLOGY AGREEMENT (this “Agreement”) is made by and between the State of New Mexico (the “State”), **Department of Health**, hereinafter referred to as “Procuring Agency” and **Insert Contractor Name**, hereinafter referred to as “Contractor” and collectively the parties are hereinafter referred to as the “Parties.”

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

WHEREAS, all terms and conditions of the **RFP 26-665-3030-78227 All Payers Claim Database** and Contractor’s response to such document(s) are incorporated herein by reference; and]

**THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**ARTICLE 1 – DEFINITIONS**

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

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

- G. “Contract Manager” means a Qualified Person designated by Procuring Agency who is responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager will be **[Insert Name]** or his/her Representative.
- H. “Data” means a compilation, body, set or sets, of discrete information gathered by Procuring Agency and/or Contractor which Procuring Agency owns and/or controls and which concerns, and may be utilized or manipulated by Procuring Agency and/or Contractor, to further Procuring Agency’s governmental interests, role and mission (“Mission”). Data includes, but is not limited to, Procuring Agency’s information, whether or not stored in one or more databases, Confidential Information and other internal information which affects or may affect Procuring Agency’s ability to further its Mission.
- I. “Default” means a violation or breach of this Agreement by a Party’s either: (1) failing to perform one’s own contractual obligations hereunder, or (2) by interfering with the other Party’s performance of its obligations hereunder.
- J. “Deliverable” means the verifiable outcomes, results, the Services or products that Contractor will develop, perform, and/or produce and deliver to Procuring Agency according to the Scope of Work.
- K. “DoIT” means the New Mexico State Department of Information Technology.
- L. “DoIT CIO” means DoIT’s Cabinet Secretary or Chief Information Officer, who also serves as the State’s Chief Information Officer.
- M. “Employees” means stockholders, directors, officers, employees and agents.
- N. “Escrow” means a legal document (such as Source Code) delivered by Contractor to a third party escrow agent (“Escrow Agent”), and held by Escrow Agent until Procuring Agency Accepts one or more the Deliverables; in the event Contractor Defaults this Agreement, Procuring Agency will receive the legal document, *e.g.*, Source Code, from Escrow Agent.
- O. “Enhancement” means any modification including addition(s), modification(s), or deletion(s) that, when Contractor makes or adds to a Deliverable, materially improves the Deliverable’s utility, efficiency, functional capability, or application (“Utility”). An error correction is not an Enhancement unless the Deliverable’s Utility is improved in Contractor’s process of making the error correction.
- P. “Executive Level Representative” or “ELR” means the individual designated and empowered with the authority to represent and make decisions on behalf of Procuring Agency or the Representative of the Executive Level Representative.
- Q. “GRT” means New Mexico gross receipts tax.
- R. “GSD” means the General Services Department; “GSD/CRB” means the General Services Department, Contracts Review Bureau.
- S. “Intellectual Property (IP)” means any and all proprietary information or material, whether tangible or intangible, whether derived, embodied, composed or comprised of any hard copy, soft copy, electronic format, hardware, firmware, software or manifested in any other form, whether solid, liquid or vapor, that consists of, or is directly or indirectly related to, Know How, trade secrets, copyrightable material, patent protected or protectable inventions and/or information, U.S. and foreign patent applications and patents, service

marks, trademarks, and trade names, any of which is conceptualized, created or developed by either one or both of the Parties. For the purposes of this Agreement each Party will have exclusive ownership rights and control over Intellectual Property that the Party owns or controls prior to the commencement of this Agreement (“Pre-Owned IP”). Intellectual Property that Contractor creates during the course of Contractor’s performance of work hereunder will be deemed work made for hire (“Work Made for Hire”). Procuring Agency will be considered to be the creator and sole and exclusive owner of all Work Made for Hire. Contractor agrees that Contractor will not make any application for nor any other claim of ownership regarding any Work Made For Hire or any of the Procuring Agency’s Pre-Owned IP. Together, any and all combinations of Procuring Agency’s Pre-Owned IP and Work Made for Hire will comprise “Agency IP.”

- T. “Independent Verification and Validation (“IV&V”)” means the process whereby Procuring Agency retains an independent expert to evaluate, verify and issue a written validation opinion concerning Contractor’s performance of the Project and to determine Contractor’s compliance with the requirements stated in the Scope of Work, whether with respect to evaluating certain stages of the Deliverables, or to evaluating the body of the Deliverables as a whole, or both.
- U. “Know How” means the idea(s), technical information and knowledge including, but not limited to, documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating to, or causing the enablement of the Work Made for Hire and the Intellectual Property developed hereunder.
- V. “Payment Invoice” means each of Contractor’s detailed, certified and written requests for payment concerning the Deliverables that Contractor renders to Procuring Agency. Each Payment Invoice must identify each Deliverable for which the Payment Invoice is submitted and must include the price stated in the Scope of Work (Deliverables section), and in Article 3, below, as well as Contractor’s actual charge, for each Deliverable.
- W. “Performance Bond” means a surety bond which guarantees against Contractor’s Default as well as Contractor’s full performance of its obligations hereunder.
- X. “Project” means the sum of Contractor’s efforts necessary to produce and deliver the Deliverables to Procuring Agency according to the Scope of Work. **[If applicable, insert only for DoIT certified projects: The title for this Project is [Insert Name of Project].**
- Y. “Project Manager” means a Qualified Person appointed by Procuring Agency who oversees and manages Contractor’s efforts to produce and deliver the Deliverables to Procuring Agency. The Project Manager for this Project is **[Insert Name]** or his/her Representative.
- Z. “Qualified Person” means a person who has demonstrated experience performing and completing activities and tasks similar to the Project.
- AA. “Quality Assurance” or “Quality Assurance Review” means the planned and systematic pattern of rules, measures, procedures and process established by Procuring Agency to ensure that each Deliverable conforms to the requirements stated in the Scope of Work.
- BB. “Representative” means one or more substitute person(s) for a title or role, e.g. Project Manager or Contract Manager, when the Party’s primary contact person is unavailable.
- CC. “Scope of Work” or “SOW” means the statements of Purpose and the Deliverables attached to this Agreement as Exhibit “A.”

- DD. “Service” or “the Services” means the task(s), function(s), and responsibility(ies) assigned to, and performed by Contractor according to the SOW.
- EE. “State” means the State of New Mexico.
- FF. “State Purchasing Agent (NMSPA)” means the New Mexico State Purchasing Agent or his/her Representative.
- GG. “State Purchasing Division (SPD)” means the State Purchasing Division of the New Mexico General Services Department.
- HH. “Software” means the operating system and/or application software used by Contractor to provide the Deliverables hereunder. Software may include, but is not limited to, Third Party Software. “Third Party Software” means software owned by third parties which is utilized by Contractor and/or Procuring Agency hereunder.
- II. “Software Maintenance” means the set of activities that result in changes to the Accepted (baseline) product set of Software. These activities consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline Software and operating system.
- JJ. “Source Code” means the human-readable programming instructions organized into sets of files that represent the business logic for the Project application. Source Code may be read as text and subsequently edited, requiring compilation or interpretation by a Qualified Person into binary or machine-readable form before being directly useable by a computer.
- KK. “Turnover Plan” means the written plan developed by Contractor and approved by Procuring Agency to continue the Project in the event the Deliverables stated in the SOW are transferred, either directly to Procuring Agency or to a third party.

## **ARTICLE 2 – SCOPE OF WORK**

- A. The Scope of Work. The Scope of Work, or “SOW” attached hereto as “Exhibit A,” is incorporated into this Agreement as if fully set forth herein. The SOW governs Contractor’s production and delivery of the Deliverables to Procuring Agency. The Parties may amend the SOW by executing one or more mutually agreed upon written amendments. In the event a conflict of terms exists between this Agreement and the SOW, the terms of this Agreement will govern.
- B. Contractor Default. Contractor will deliver the Deliverables as stated in the SOW. In the event Contractor fails to deliver the Deliverables according to the SOW, Procuring Agency may declare Contractor to be in Default hereunder. In the event Procuring Agency declares Contractor to be in Default, Procuring Agency will give written notice to Contractor describing the Default and will specify a reasonable period of time during which Contractor will remediate the Default. Contractor will then give Procuring Agency a written response that advises Procuring Agency concerning the measures Contractor will take to cure the Default as well as Contractor’s proposed timetable for implementing those measures. Nothing in this Section will be construed to prevent Procuring Agency from exercising Procuring Agency’s rights pursuant to Article 6 or Article 16, below.
- C. Schedule. Contractor will deliver the final Deliverables to Procuring Agency on or before the due dates stated in the SOW. The due dates will not be altered or waived by Contractor absent Procuring Agency’s prior written consent, according to the Amendment process stated in Article 25, below.

- D. License. **[If a software license is required, use the following language:]** Contractor hereby grants Procuring Agency a **[CHOICE #1- If a perpetual license is required, use the following language:]** non-exclusive, irrevocable, perpetual license to use, modify, and copy the following Software: **[Insert name of the software and the patent number if applicable]** **[CHOICE #2- If a Software license is required for the term of this Agreement, use the following language:]** non-exclusive, irrevocable, license to use, modify, and copy the **[Insert name of Software and patent number if applicable]** Software and any and all updates, corrections and revisions as stated in Article 2 and the SOW for the term of this Agreement.

Procuring Agency's right to copy the Software is limited to Procuring Agency's archival, backup and training purposes only. All of Procuring Agency's archival and backup copies of the Software are subject to the provisions of this Agreement, and Procuring Agency will reproduce all Software related titles, patent numbers, trademarks, copyright and other restricted rights notices on Procuring Agency's Software copies.

1. Contractor will maintain, at Contractor's sole expense, a copy of the Software Source Code to be kept by Escrow Agent and will identify Procuring Agency as an authorized recipient of the Software Source Code from Escrow Agent. Contractor will store the Software Source Code in magnetic form on media specified by Procuring Agency. Escrow Agent will be responsible for storing and safekeeping the Software Source Code magnetic media. Contractor will replace the escrowed Software Source Code magnetic media at least every six (6) months to ensure readability and to preserve the Software at the then current revision level. Contractor will include all associated Software documentation with the magnetic media, which will allow Procuring Agency to "top load," compile and maintain the Software in the event of Contractor's Default(s).
2. In the event Contractor (a) ceases to do business or ceases to support the Project, or (b) fails to make adequate provision for continued support of the Software that Contractor develops or provides to Procuring Agency, or (c) if Contractor Defaults hereunder, or (d) if this Agreement is terminated, Contractor will, within a twenty-four (24) hour period, make all of the following items available to Procuring Agency: (i) the latest available Source Code and documentation related to the Software that Contractor develops or provides according to the SOW; (ii) the Source Code and compiler/utilities necessary to maintain Procuring Agency's system; and, (iii) Contractor's related documentation for Software developed by third parties to the extent Contractor is authorized to disclose such Software to Procuring Agency. In any of the above circumstances (a), (b), (c) or (d), Contractor will, by virtue of this Section, grant Procuring Agency an automatic, uncontested and unlimited right to use, modify and copy the Software, the Source Code and all of their related documentation.

**[CHOICE #3 – Not Applicable. The Parties agree there is no License.]**

- E. Source Code. **[CHOICE #1 – If this is a new development and/or a maintenance and operations agreement, use the following language:]** Contractor will deliver any and all Software and Source Code that Contractor develops as a result of Contractor’s new development and/or maintenance Software releases. Each of Contractor’s Application Deployment Packages (“ADP”) must be able to reproduce fully operational applications that include all base application functionalities, all cumulative release functionalities and include the functionalities, as documented, verified and supported by Contractor, which comprise each new application release.

**[CHOICE #2 – If Contractor will hold Software and Source Code in escrow, use the following language:]** For each maintenance release, at Contractor’s sole expense, Contractor will update Contractor’s Application Deployment Packages (“ADP”) and place the updated ADP for escrow with Escrow Agent. The ADP will be in magnetic or digital form on media specified by Procuring Agency. Escrow Agent will be responsible for storage and safekeeping of the ADP storage media. Contractor will identify Procuring Agency to Escrow Agent as an authorized recipient of the ADP storage media, which will contain the most recent application release.

**[CHOICE #3 – If Contractor will not hold Software and/or Source Code in escrow, use the following language:]** For each maintenance release, at Contractor’s sole expense, Contractor will update Contractor’s Application Deployment Packages (“ADP”) and deliver the updated ADP to Procuring Agency in magnetic or digital form on media specified by Procuring Agency.

**[CHOICE #4 – Not Applicable. The Parties agree there is no Source Code.]**

- F. Procuring Agency’s Rights.

1. Rights to Software. **[CHOICE #1 – If Procuring Agency has right to own the Software, use the following language:]** Procuring Agency will own all right, title, and interest in and to Procuring Agency’s Confidential Information, the Software, the Source Code and other Deliverables, including without limitation, the specifications, the work plan, and the Custom Software, except that the Deliverables will not include third party software and its associated documentation for the purposes of this Section. Contractor will take all actions necessary and transfer ownership of the Confidential Information, the Software, the Source Code and the other Deliverables to Procuring Agency, without limitation, as well as the Custom Software and associated Documentation on Final Acceptance or as otherwise provided hereunder.] **[CHOICE #2 –**Procuring Agency will have rights to the software as stated in Article 2. D., above.**]** **[CHOICE #3 – Not Applicable.** The Parties agree that this is an agreement pertaining only to professional services and does not involve the provision or use of Software.**]**
2. Protection of Proprietary Rights. Contractor will reproduce and attach the State’s copyright, product identifications and other proprietary notices on the copies Contractor makes and delivers of the Software, the Source Code and other Deliverables for Procuring Agency, in whole or in part, or on any electronic, hard copy or other tangible form of the Deliverables.

3. Protection of Data. Contractor will protect and safekeep all of Procuring Agency's Data to the same or a higher degree of care that Contractor takes with respect to its own information and data. Contractor will implement all measures necessary to protect Procuring Agency's Data from any and all harm, including but not limited to, breach, intrusion, contamination, corruption, loss, leak, theft, disintegration, viral attack, denial-of-service, malware, worms, trojans, ransomware, hacking, phishing, skimming and other damage of any kind (collectively "Data Damage"), whether caused by Contractor, Contractor's Employees or one or more third parties. In the event a Data Damage incident occurs while Procuring Agency's Data is within Contractor's purview and/or control, within one (1) hour of Contractor's discovery of a Data Damage incident, Contractor will notify the Project Manager concerning the Data Damage incident, including sufficient information for the Project Manager to determine, in conjunction with Contractor, which measures, if any, Contractor must implement to mitigate the Data Damage.
4. Rights to Data. **[CHOICE #1 – If the Data belongs to Procuring Agency, use the following language:]** Any and all of Procuring Agency's Data that is stored upon Contractor's servers or lies within Contractor's custody hereunder, is Procuring Agency's sole and separate property and inures to Procuring Agency's exclusive benefit. None of Contractor or Contractor's Employees, subcontractor(s), affiliates and/or assigns will make use of, disclose, sell, copy, license or reproduce Procuring Agency's Data in any manner, or provide of Procuring Agency's Data to any third party absent Procuring Agency's prior written authorization. **[CHOICE #2 – Not Applicable.** The Parties agree Procuring Agency has no rights to the Data.]

### **ARTICLE 3 - COMPENSATION**

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

Procuring Agency will pay Contractor upon Procuring Agency's Acceptance of each Deliverable according to Article 4, below, and upon the receipt and Acceptance of Contractor's detailed and certified Payment Invoice(s). Procuring Agency will forward its payments to Contractor's designated mailing address, stated in Article 28, below. In accordance with Section 13-1-158 NMSA 1978, Procuring Agency will tender payment to

Contractor within thirty (30) days of the date of Procuring Agency's written certification of Acceptance. All Payment Invoices MUST BE received by Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Contractor's Payment Invoices received by Procuring Agency later than fifteen (15) days after the termination of this Agreement WILL NOT BE PAID.

C. Taxes.

Contractor **will not** be reimbursed by Procuring Agency for applicable New Mexico gross receipts taxes ("GRT"), excluding interest or penalties assessed on Contractor by the New Mexico Taxation and Revenue Department. Contractor is solely responsible for the payment of GRT for any money Contractor receives hereunder. Contractor must report its GRT, income tax and other tax obligations under Contractor's Federal and State tax identification number(s).

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

D. Retainage Procuring Agency will retain **twenty percent (20%)** of the fixed-price cost of each stated Deliverable as security for Contractor's full performance of this Agreement. Procuring Agency will release all retained amounts to Contractor upon Procuring Agency's Acceptance of the final Deliverable.

E. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

#### **ARTICLE 4 – ACCEPTANCE**

A. Submission. Upon Contractor's completion and delivery of each Deliverable stated in the SOW, Contractor will submit a Payment Invoice, together with an accurate description of the Deliverable, to Procuring Agency. Contractor will submit its Payment Invoices to Procuring Agency according to, or lower than, the Deliverable price stated in the SOW, less the retainage, if any, stated in Article 3(D), above. Contractor will not submit Payment Invoices to Procuring Agency for any amount(s) that exceed the amount(s) stated in the SOW absent Procuring Agency's prior written permission.

B. Acceptance. According to Section 13-1-158 NMSA 1978, the ELR will determine whether the Deliverable(s) meet(s) the specifications stated in the SOW. Procuring Agency will not pay for any Deliverable until the ELR Accepts the Deliverable in writing. In order to Accept a Deliverable, the ELR, in conjunction with the Project Manager, will perform a Quality Assurance Review of the Deliverable to determine, at a minimum, whether the Deliverable:

1. Meets or exceeds the Deliverable requirements stated in the SOW; and
2. Complies with the terms and conditions of RFP 26-665-3030-78227 AI Payers Claim Database; and
3. Meets or exceeds the generally accepted industry standards and procedures applicable to the Deliverable(s); and
4. Complies with all other of Contractor's requirements, duties and obligations hereunder.

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

- C. Rejection. If the ELR fails to give Contractor notice of Procuring Agency's rejection of a Payment Invoice within the Acceptance/Rejection Period, the Deliverable, together with its corresponding Payment Invoice will be deemed to be Accepted by Procuring Agency. In the event the ELR rejects the Deliverable following the ELR's Quality Assurance Review within the Acceptance/Rejection Period, the ELR will send Contractor a rejection notice together with a consolidated set of comments ("Comments") indicating the issues, unacceptable items, and/or requested revisions that Contractor should make or perform with respect to the rejected Deliverable. Upon Contractor's receipt of the ELR's rejection and Comments, Contractor will have ten (10) Business Days to resubmit the rejected Deliverable to Procuring Agency together with Contractor's revisions, corrections and/or modifications made according to the ELR's Comments. Upon receipt of Contractor's revised, corrected or modified ("Revised") Deliverable, the ELR will determine whether the Revised Deliverable is Acceptable by conducting a second Quality Assurance Review. The ELR will then issue a written determination of Procuring Agency's acceptance or rejection of the Revised Deliverable within fifteen (15) Business Days of Procuring Agency's receipt of the Revised Deliverable. In the event the ELR rejects the Revised Deliverable according to the second Quality Assurance Review, Contractor will be then required to provide a remediation plan that will include a list of Contractor's planned corrective measures and an associated timeline for Contractor to complete its remediation of the Deliverable. Contractor's remediation plan must be accepted by the ELR prior to Contractor's implementation of its Deliverable remediation plan. At the same time, Contractor will also be subject to pay Procuring Agency all of Procuring Agency's monetary damages associated with Contractor's failure to timely deliver an Acceptable Deliverable and must complete all remedies attributable to Contractor's late delivery of the Deliverable. In the event ELR rejects a Deliverable three times, Procuring Agency may declare Contractor to be in Default and may immediately terminate this Agreement. Procuring Agency may then seek to recover from Contractor any and all damages and remedies available hereunder and otherwise available in law or equity.

## **ARTICLE 5 – TERM**

THIS AGREEMENT WILL BECOME EFFECTIVE AND BINDING ONLY UPON THE SIGNATURE OF THE STATE PURCHASING DIVISION.

This Agreement will terminate on **Insert Termination Date**, unless terminated pursuant to Article 6, below. The term of this Agreement, including extensions and renewals, will not exceed four years, except as may otherwise be allowed by Section 13-1-150 NMSA 1978.

#### **ARTICLE 6 – TERMINATION**

- A. Grounds. Procuring Agency may terminate this Agreement at any time for convenience or cause. Contractor may only terminate this Agreement in the event Procuring Agency materially Defaults hereunder and subsequently fails to cure its Default within ninety (90) days from the date Contractor first declares Procuring Agency to be in Default.
- B. Appropriations. Procuring Agency may terminate this Agreement if required by changes in State or federal law, or so ordered by a court of competent jurisdiction, or due to insufficient appropriations made available by the United States Congress and/or the State Legislature concerning the Parties' performance hereunder. Procuring Agency's determination concerning whether sufficient appropriations are available will be deemed fully accepted by Contractor and will be final. In the event Procuring Agency terminates this Agreement pursuant to this subparagraph B, Procuring Agency will provide Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.
- C. Notice; Opportunity to Cure.
  - 1. Except as otherwise provided in Paragraph (B), immediately above, Procuring Agency will give Contractor written notice of Procuring Agency's intended termination at least thirty (30) days prior to the effective termination date.
  - 2. Contractor will give Procuring Agency written notice of Contractor's termination at least thirty (30) days prior to Contractor's effective termination date, which notice will (i) identify Procuring Agency's material Default(s) upon which Contractor bases its termination, and (ii) state the measures Procuring Agency should implement to cure such material Default(s). Contractor's termination notice to Procuring Agency will only take effect: (i) if Procuring Agency fails to commence curing Procuring Agency's material Default(s) within Contractor's thirty (30) day notice period, or (ii) in the event Procuring Agency cannot commence to cure its material Default(s) within Contractor's thirty (30) day notice period, Procuring Agency will issue a written notice to Contractor concerning: (a) Procuring Agency's intent to cure, and (b) Procuring Agency's commencement of the due diligence necessary to cure its material Default.
  - 3. Notwithstanding the foregoing, Procuring Agency may terminate this Agreement immediately upon its written notice sent to Contractor: (i) in the event Contractor becomes patently unable to deliver the Deliverables, as Procuring Agency may, in its sole and exclusive discretion, determine; (ii) if, during the term of this

Agreement, Contractor is suspended or debarred by the State Purchasing Agent; or  
(iii) this Agreement is terminated pursuant to Article 5, above.

- D. Liability. Except as otherwise expressly allowed or provided hereunder, Procuring Agency's sole liability upon termination by either Party will be to compensate Contractor for Contractor's Acceptable work performed prior to Contractor's receipt or issuance of a written termination notice; provided, however, that a notice of termination issued by either Party will not nullify or otherwise affect either Party's liability for pre-termination defaults hereunder. Contractor will submit a Payment Invoice to Procuring Agency for Contractor's Acceptable work within thirty (30) days of receiving or issuing a notice of termination.

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

#### **ARTICLE 7 – TERMINATION MANAGEMENT**

- A. Contractor's Duties. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all of Procuring Agency's other rights to receive Deliverables and other property hereunder, Contractor will:
1. Transfer, deliver, and/or make readily available to Procuring Agency every Deliverable, partially completed Deliverable, and any and all other property in which Procuring Agency has a financial interest, including but not limited to, any and all Procuring Agency Data and/or Procuring Agency Intellectual Property;
  2. Not incur any further financial obligations for materials, services, or facilities hereunder absent Procuring Agency's prior written approval;
  3. Terminate all of Contractor's purchase orders, procurements and subcontractors and will cease all work, except as Procuring Agency may direct, for the orderly completion of the Deliverables and the transition, if any, to a third party;
  4. Take and effect all actions as Procuring Agency may direct, for the protection and preservation of the Deliverables, the Data, Procuring Agency's Intellectual Property and all other all Procuring Agency property as well as any and all records pertaining to, related to and/or required hereunder;
  5. Agree in writing that Procuring Agency is not liable for any costs arising out of the termination other than the costs related to the Deliverables Accepted by Procuring Agency prior to the termination;
  6. Cooperate fully in the closeout or transition of Contractor's activities to facilitate Procuring Agency's administration continuity with respect to Procuring Agency's ongoing projects and programs;
  7. In the event this Agreement is terminated due to Contractor's Default, lack of performance and/or negligence or willful misconduct, which result(s) in funding reduction(s) to Procuring Agency from any governmental or other source, Contractor will remit the full amount of the funding reduction(s) to Procuring Agency within thirty (30) days of the date of Procuring Agency's request to Contractor for remittance of the funding reduction(s);

8. Should this Agreement terminate due to Contractor's Default, Contractor will reimburse Procuring Agency for all costs arising from retaining one or more third party(ies) at potentially higher rates as well as for all other direct and indirect costs incurred by Procuring Agency following Contractor's Default up to the full amount of the total compensation stated in Article 3. B. above;
9. In the event this Agreement is terminated for any reason, or upon its expiration, Contractor will develop and submit for Procuring Agency's Acceptance a turnover plan ("Turnover Plan") at least ten (10) Business Days prior to the effective date of termination or expiration of this Agreement. Contractor's Turnover Plan will state Contractor's policies, procedures, and measures necessary to ensure: (1) the least disruption in the delivery of the Deliverables during Procuring Agency's transition of the Project to a third party; and (2) Contractor's cooperation with Procuring Agency and the third party with respect to Contractor's orderly transfer of all partial or completed Deliverables to Procuring Agency and the third party.

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

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

## **ARTICLE 8 – INDEMNIFICATION**

- A. General. Contractor will defend, indemnify and hold harmless Procuring Agency, the State and their Employees free from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of Contractor's performance of this Agreement, which is caused by Contractor's or Contractor's Employees' negligent act(s) or failure(s) to act, during the time when Contractor, and/or any of Contractor's Employees, has delivered or is delivering the Deliverables hereunder. In the event that any action, suit or proceeding related to the Deliverables is brought against Contractor and/or any of Contractor's Employees, Contractor will, as soon as practicable, but no later than two (2) Business Days after Contractor receives notice thereof, will notify, by certified mail, the legal counsel of

Procuring Agency, the Risk Management Division of GSD, and DoIT The State Purchasing Division of GSD.

- B. The indemnification obligation hereunder will not be limited by the existence of any insurance policy or by any limitation concerning the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and will survive the termination of this Agreement. Money due or to become due to Contractor hereunder may be retained by Procuring Agency, as necessary, to satisfy any outstanding claim that Procuring Agency may have against Contractor

## **ARTICLE 9 – INTELLECTUAL PROPERTY**

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

Contractor will notify Procuring Agency, within ten (10) Business Days, of any IP created hereunder by Contractor, Contractor's Employees or Contractor's subcontractor(s), all of which IP will be considered Work For Hire and a part of Agency IP. Contractor, on behalf of itself and its Employees and subcontractor(s), will execute or will cause to have executed any and all written assignments and other document(s) necessary to ensure that ownership of such IP vests solely in Procuring Agency. Contractor will take no affirmative action(s) that might have the effect of vesting all or any portion of Procuring Agency IP in any person or entity other than Procuring Agency.

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

In the event Procuring Agency grants Contractor the right to own and/or use any Procuring Agency IP, Contractor hereby acknowledges and grants to Procuring Agency and the State, a perpetual, non-exclusive, royalty free license to reproduce, publish, sell, trade, transfer, transmit, use, copy and modify any and all Procuring Agency IP.

## **ARTICLE 10 – INTELLECTUAL PROPERTY LICENSE AND INDEMNIFICATION**

- A. Intellectual Property License. For the purpose of this Agreement, Contractor hereby grants Procuring Agency a full, complete and non-transferable right and license to utilize any and all of Contractor's Related Pre-Owned IP for so long as Procuring Agency utilizes the Software, Source Code and other Deliverables. Contractor does not grant Procuring Agency any right or license to utilize Contractor's Unrelated Pre-Owned IP. If Contractor expects that any of Contractor's Pre-Owned IP will be used by Contractor to fulfill the scope of work under this Agreement, it is Contractor's responsibility to make the Procuring Agency aware of such Pre-Owned IP in order to eliminate questions of ownership of such IP. If Contractor does use Pre-Owned IP to fulfill the scope of work under this Agreement and identifies such, Contractor, at Procuring Agency's request, hereby grants Procuring Agency a permanent, full, complete, non-sublicensable, and non-transferable right and license to utilize any and all such IP.
- B. Intellectual Property Indemnification. At Contractor's sole expense, Contractor will defend Procuring Agency, the State and/or any other State entity against any claim brought or made by a third party alleging that any product, Service or Deliverable that Contractor provides hereunder infringes the third party's Intellectual Property (an "Infringement Claim"). Contractor will pay all costs, damages and attorney's fees and monetary damages that may be awarded as a result of such Infringement Claim(s) in addition to the amount of the judgment award(s). To qualify to receive Contractor's defense cost(s) and/or other payment(s) related to any Infringement Claim(s), Procuring Agency will:
1. Give Contractor written notice, within forty-eight (48) hours, of Procuring Agency's receipt of an Infringement Claim;
  2. Work with Contractor to control the defense and settlement of the Infringement Claim(s); and
  3. Cooperate with Contractor, in a reasonable manner, to facilitate Contractor's defense or settlement of the Infringement Claim(s).
- C. Procuring Agency's Rights. In the event any product, Service or Deliverable that Contractor provides to Procuring Agency hereunder becomes, or in Contractor's opinion is likely to become, the subject of an Infringement Claim, Contractor will, at its sole cost and expense:
1. Provide Procuring Agency the right to continue using the product, Service or Deliverable and fully indemnify Procuring Agency against any and all third Infringement Claim(s) that may arise from Procuring Agency's use of the product, Service or Deliverable;
  2. Replace or modify the product, Service or Deliverable so that such product, Service or Deliverable becomes non-infringing; or
  3. Accept the return of the product, Service or Deliverable and refund an amount equal to the value of the returned product, Service or Deliverable, less the unpaid portion of the purchase price and any other amounts, which Procuring Agency owes to Contractor. Contractor's obligation will be void with respect to any product, Service or Deliverable modified by Procuring Agency to the extent the modification is the direct cause of the Infringement Claim.

## **ARTICLE 11 - WARRANTIES**

- A. General. Contractor hereby expressly warrants the Deliverable(s) will be correct in all aspects according to the specifications stated in the SOW and all generally accepted industry standards (the combination of which comprise the “Applicable Specifications”). Contractor’s warranty includes, but is not limited to, Contractor’s making correction(s) of defective Deliverable(s) and revision(s) of those defective Deliverables, as necessary, including Contractor’s repair of deficiencies in the Deliverables that are discovered during testing, implementation, or post-implementation phases.
- B. Software. Contractor warrants that Software will be correct in all aspects according to the Applicable Specifications. Contractor further warrants that Software will meet the Applicable Specifications for **6 months** following Acceptance by the ELR and implementation by Procuring Agency. In the event Software fails to meet the Applicable Specifications during the warranty period, Contractor will correct the deficiencies, at no additional cost to Procuring Agency, so that the Software meets the Applicable Specifications.

## **ARTICLE 12 – CONTRACTOR PERSONNEL**

- A. Key Personnel. Contractor’s key personnel (“Key Personnel”) will not be diverted from this Agreement absent Procuring Agency’s prior written approval. Key Personnel are those individuals Procuring Agency considers to be mandatory to the work to be performed hereunder. Contractor’s Key Personnel hereunder will be:

**[Insert Contractor and/or Subcontractor Key Personnel name(s) and title(s), as listed in their statewide price agreement or procurement method.]**

- B. Personnel Changes. In the event Contractor replaces any of its personnel, Contractor will make such replacement(s), with Contractor’s other personnel of equal or superior ability, experience, and qualifications. Contractor’s personnel replacements must be pre-approved in writing by Procuring Agency’s Project Manager. For all of Contractor’s personnel, Procuring Agency reserves the right to require submission of their resumes prior to receiving Procuring Agency’s approval. In the event Contractor reduces the number of its personnel assigned to the Project for any reason, Contractor will, within ten (10) Business Days of its personnel reduction, replace those persons with the same or a greater number of persons with equal or superior ability, experience, and qualifications, subject to Procuring Agency’s prior written approval. Procuring Agency, in its sole and exclusive determination, may extend the time Contractor is allowed beyond the required ten (10) Business Day period concerning Contractor’s replacement of its personnel. Contractor will include status reports to Procuring Agency concerning Contractor’s personnel replacement efforts as well as the impact upon the progress of the Project due to the absence of Contractor’s personnel. In addition, Contractor will make interim arrangements to assure that the progress of the Project remains unimpeded by the loss of any of Contractor’s personnel. Procuring Agency reserves the right to require a change in Contractor’s

personnel in the event Contractor's personnel are not, in Procuring Agency's sole and exclusive determination, meeting Procuring Agency's standards and/or expectations.

### **ARTICLE 13 – INDEPENDENT CONTRACTOR STATUS**

- A. Independent Contractor. For the purposes of this Agreement, Contractor and Contractor's Employees are independent Contractors who produce and deliver the Deliverables to Procuring Agency. Contractor's Employees are neither employees nor agents of the State ("State Employees"). None of Contractor and Contractor's Employees will accrue State benefits, including but not limited to, leave, retirement, insurance, bonding, use of state vehicles, or any other benefits that may be afforded to State Employees as a result of Contractor's entering this Agreement. Contractor acknowledges and agrees that all sums received hereunder are either reportable as a separate business entity or are, in the event Contractor operates as a sole proprietorship, personally reportable by Contractor for income and GRT tax purposes as self-employment or business income and are reportable for self-employment tax.
- B. Subject of Proceedings. Contractor warrants that neither Contractor nor any of Contractor's Employees are presently subject to any litigation or administrative proceeding before any court or administrative body which could adversely affect Contractor's ability to perform hereunder; nor, to the best of Contractor's knowledge, information or belief, is any such litigation or proceeding presently threatened against Contractor or any of Contractor's Employees. In the event any such proceeding is initiated or threatened during the term of this Agreement, Contractor will immediately disclose such initiation or threat to Procuring Agency.

### **ARTICLE 14 - CHANGE MANAGEMENT**

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

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

into the SOW through an Amendment executed by the Parties if required by Article 25, Section 2.

#### **ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION**

- A. In the event IV&V Professional Services are used for the Project associated with this Agreement, Contractor will fully comply and cooperate with the IV&V vendor. Contractor's cooperation includes, but is not limited to:
1. Providing the Project documentation;
  2. Allowing the IV&V vendor to attend Project related meetings; and
  3. Supplying the IV&V vendor with any/all other information and/or material(s) as may be directed by the Project Manager.
- B. In the event the purpose of this Agreement is for Contractor to provide IV&V Professional Services, then Contractor will:
1. Submit its IV&V reports directly to DoIT's Project Oversight and Compliance Division ([EPMO@state.nm.us](mailto:EPMO@state.nm.us)) according to DoIT's IV&V Reporting Template and Guidelines located on DoIT's webpage: [http://www.doit.state.nm.us/project\\_templates.html](http://www.doit.state.nm.us/project_templates.html), with a copy to Procuring Agency.
  2. Use a report format consistent with DoIT's IV&V Reporting Template and Guidelines located on the same DoIT website.

#### **ARTICLE 16 – DEFAULT**

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

#### **ARTICLE 17 – EQUITABLE REMEDIES**

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

#### **ARTICLE 18 - LIABILITY**

Contractor will be liable for damages arising out of injury to persons and/or damage to real, tangible or intangible property at any time, in any way, if and to the extent that the injury or damage was caused by or due to Contractor's fault or negligence or to a defect in Contractor's production or delivery of any Deliverable hereunder, whether Contractor produces or delivers the Deliverable in whole or part. Contractor will not be liable for damages arising out of, or caused by, alterations made by Procuring Agency to any equipment or its installation or for losses caused by Procuring Agency's fault or negligence. In the event Contractor's negligent or omitted production or delivery of any Deliverable results in a defect which is the direct or indirect cause of injury to any third party and/or employee of Procuring Agency or the State, nothing hereunder will act to limit Contractor's, or Contractor's Employees' liability to such third party and/or employee, or will act to limit any remedy that may exist under law or equity with respect to Contractor's and/or Contractor's Employees' negligent act or omission.

#### **ARTICLE 19 – ASSIGNMENT**

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

#### **ARTICLE 20 – SUBCONTRACTING**

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

#### **ARTICLE 21 – RELEASE**

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

#### **ARTICLE 22 – CONFIDENTIALITY**

Contractor will protect and keep confidential any and all Confidential Information that Procuring Agency provides to Contractor as well as any and all Confidential Information that Contractor develops based upon information provided by Procuring Agency during Contractor's performance

hereunder. Contractor will not make available or provide Confidential Information to any third party absent Procuring Agency's prior written approval. Upon termination of this Agreement, Contractor will: (a) deliver all Confidential Information in its possession to Procuring Agency within thirty (30) Business Days of the termination, and (b) Contractor will protect and will not make available or provide Confidential Information to any third party absent Procuring Agency's prior written approval for a period of five (5) years commencing on the termination or expiration date. Contractor acknowledges that Contractor's failure: (a) to deliver such Confidential Information to Procuring Agency, or (b) to protect and keep Confidential Information secret may result in Procuring Agency's seeking to obtain direct, special and/or incidental damages from Contractor.

### **ARTICLE 23 –CONFLICT OF INTEREST**

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

### **ARTICLE 24 - RECORDS AND AUDIT**

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

### **ARTICLE 25 - AMENDMENT**

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

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

### **ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE**

- A. In the event Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period on the Project during the term of this Agreement, Contractor certifies, by signing this Agreement, to have in place, and agree to maintain for the term of this Agreement, health insurance for those employees and offer that health insurance to those employees in the event the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Contractor will maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. Contractor's records are subject to review and audit by a representative of the State.
- C. Contractor will advise Contractor's Employees concerning the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://www.bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (statewide or agency price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against them); Contractor agrees those requirements will become applicable on the first day of the second month after Contractor reports its combined sales (to the State and, if applicable, to local public bodies in the event those sales are made pursuant to a statewide or agency price agreement) in the aggregated amount of \$250,000 or more.

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

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

#### **ARTICLE 28 – NOTICES**

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

Notices will be addressed as follows:

**For PROCURING AGENCY**

**Name of Contract Manager**

Department of Health

PO Box 26110

Santa Fe, New Mexico 87502-6110

**E-Mail Address**

**For CONTRACTOR**

**[Insert Name of Individual, Position**

**Company Name**

**E-mail Address**

**Telephone Number**

**Mailing Address]**

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

**ARTICLE 29 – GENERAL PROVISIONS**

- A. Contractor will abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State, including but not limited to:
1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
  2. Equal Opportunity Compliance. Contractor will abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State, pertaining to equal employment opportunity. In accordance with all such laws of the State, Contractor will assure that no person in the United States will, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed hereunder. In the event Contractor is found to be out of compliance with these requirements during the life of this Agreement, Contractor will take appropriate measures to correct its deficiencies.
  3. Nondiscrimination. Contractor, and all deliverables under this Agreement, shall comply, as applicable, with the Federal Civil Rights Act of 1964, the American with Disabilities Act of 1990 (Public Law 101-336), and every other federal and state law that prohibits discrimination or mandates accommodation for disability, injury, sickness, disease or specified hardship. Any deliverable constituting an interactive or informational system or display solely for use or consumption by a

- public employee shall comply with accessibility standards for a comparable system or display used or consumed by a member of the public.
4. Workers Compensation. Contractor will comply with state laws and rules applicable to workers compensation benefits for its employees. In the event Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by Procuring Agency.
- B. Applicable Law. The laws of the State will govern this Agreement. Venue will be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By executing this Agreement, Contractor acknowledges and will submit to the jurisdiction of the courts of the State over any and all such lawsuits arising hereunder.
- C. Waiver. A Party's failure to require strict performance of any provision of this Agreement will not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights hereunder will be effective unless made in writing, and no effective waiver by a Party of any of its rights will be effective to waive any of its other rights, duties or obligations hereunder.
- D. Headings. Any and all headings within this Agreement are inserted for convenience and ease of reference and will not be considered in the construction or interpretation of any article, section or provision of this Agreement or the SOW. Numbered or lettered provisions, sections and subsections contained herein refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.
- E. Dispute Resolution. In the event dispute arises between the Parties, either Party may send a letter to the other Party requesting the other Party to enter into a dispute resolution process, such as mediation or arbitration, in accordance with NMSA 1978 12-8A-1 through 12-8A-3.

### **ARTICLE 30 - SURVIVAL**

The Articles titled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties will survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into by the Parties in conjunction with this Agreement will survive the expiration or termination of this Agreement. Other unexpired agreements, promises, or warranties that will survive the termination of this Agreement are: (list here.).

### **ARTICLE 31 - TIME**

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

### **ARTICLE 32 – FORCE MAJEURE**

Neither Party will be liable for damages or have any right to terminate this Agreement for any delay or Default in performing hereunder in the event such delay or Default is caused by conditions beyond the Party’s control including, but not limited to Acts of God, Government restrictions

(including the denial or cancellation of any export or other necessary license), war, insurrection and/or any other cause beyond the reasonable control of the Party whose performance is affected thereby.

**[IF APPLICABLE, ADD ANY PROCURING AGENCY'S GRANT SPECIFIC OR AGREEMENT SPECIFIC ARTICLES STARTING AT THIS POINT.]**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Gina DeBlassie, Cabinet Secretary  
Department of Health

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[Insert Contractor Name, Title]  
[Company Name]

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Glidden Martinez, Chief Information Officer  
Department of Health

Approved for legal sufficiency:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joey Wright, General Counsel  
Department of Health

Approved for financial sufficiency:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Shawnee Romo, Chief Financial Officer  
Department of Health

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Taxation & Revenue Department

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

This Agreement has been approved by the General Services Department, State Purchasing Division:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
State of New Mexico, State Purchasing Division

## **EXHIBIT A – SCOPE OF WORK**

**NOTE to the Offerors: This Scope of Work to include deliverables will be finalized during action #12 of the Sequence of Events in Section II.A of this RFP, “Finalize Contractual Agreement”**

### **I. Purpose:**

The Purpose of this Agreement, including its goals and objectives are:

[Include a brief narrative that describes the work to be conducted by the Contractor and include the project’s goals and objectives. Performance measures and activities are not required, but if being included, do so in this section.]

[If applicable, insert **Certified Project Name: Name**]

### **II. The Deliverables:**

The following sections describe the required tasks and subtasks to be performed by Contractor concerning each service or product delivered by Contractor to Procuring Agency (a “Deliverable”) pursuant to this Agreement. Contractor will deliver each Deliverable, but Contractor is not limited to delivering only the identified Deliverables in a given area of the Project. The Parties agree that the Deliverables are the controlling items and that Contractor’s primary obligation is to deliver the Deliverables to Procuring Agency according to the following sections.

**[ Procuring Agency may identify as many Deliverables, with as many associated tasks and subtasks, as may be needed for Contractor to accomplish the Scope of Work.]**

### **A. Sample Deliverable Number 1 – [Insert name of deliverable. Name of deliverable here should be the same as the deliverable name in the table.]**

<b><u>Deliverable Name</u></b>	<b><u>Due Date</u></b>	<b><u>Compensation</u></b>
<p>[Insert name of deliverable. Deliverable name here should be the same as the name used in the title line above the table.]</p>	<p>[Due dates must be stated to facilitate Procuring Agency and Contractor’s efforts to monitor project progress. Insert actual date this deliverable is due. If an actual date is not available, enter a no later than date.]</p>	<ul style="list-style-type: none"><li>• [Total Compensation not to exceed \$ amount, including % GRT of \$ amount or excluding GRT; To be Paid (include frequency of payment, Monthly, Quarterly, Upon Review and Acceptance or if one payment, indicate Fixed Cost to Be Paid in Full Upon Invoice) at \$ amount rate per hour, hours not to exceed XX. If retainage, include: Less % retainage of \$ amount.] Amount Payable on Acceptance Not to Exceed \$</li></ul>

		amount including or excluding GRT.
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Task Item	Sub Tasks	Description
[Insert Name of Task 1 or tasks to be performed for each Deliverable.]	Sub 1 through however many subtasks are needed to accomplish Task 1, which leads to the number of Tasks needed to accomplish Deliverable 1.	<ul style="list-style-type: none"> <li>[Insert Description. Use active verbs to describe the tasks and subtasks to be completed. Begin the statement by assigning responsibility for the party completing the task, for example, The Contractor will. Contractor name should not be used, only the term Contractor, as stated in the first sentence of this template. Also, references to the agency name should not be used, instead use Procuring Agency. Note that Contractor and Procuring Agency are capitalized.]</li> <li>[Include the expected deliverable and the agreed upon format. For example, weekly reports to be delivered in Word format, schedule to be delivered in Microsoft Project format. If there is a designated repository the Contractor should use for storing files, include here.]</li> <li>[Conclude with review and acceptance of the deliverable by the Procuring Agency.]</li> </ul>

**B. Deliverable Number 2 – Project Management Services**

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
[Insert name of deliverable. Deliverable name here should be the same as the name used in the title line above the table.]	[Due dates must be stated to facilitate Procuring Agency and Contractor's efforts to monitor project progress. Insert actual date this deliverable is due. If an	<ul style="list-style-type: none"> <li>[Total Compensation not to exceed \$ amount, including % GRT of \$ amount or excluding GRT; To be Paid (include frequency of payment, Monthly, Quarterly, Upon Review and Acceptance or if one payment, indicate Fixed Cost</li> </ul>

	actual date is not available, enter a no later than date.]	to Be Paid in Full Upon Invoice) at <ul style="list-style-type: none"> <li>\$ amount rate per hour, hours not to exceed XX. If retainage, include: Less % retainage of \$ amount.] Amount Payable on Acceptance Not to Exceed \$ amount including or excluding GRT.</li> </ul>
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Task Item	Sub Tasks	Description
<b>2.0 [Insert Name of Task 1 or tasks to be performed for each Deliverable.]</b>	<b>Sub 1 through however many subtasks are needed to accomplish Task 1, which leads to the number of Tasks needed to accomplish Deliverable 1.</b>	<ul style="list-style-type: none"> <li>[Insert Description. Use active verbs to describe the tasks and subtasks to be completed. Begin the statement by assigning responsibility for the party completing the task, for example, The Contractor will. Contractor name should not be used, only the term Contractor, as stated in the first sentence of this template. Also, references to the agency name should not be used, instead use Procuring Agency. Note that Contractor and Procuring Agency are capitalized.]</li> <li>[Include the expected deliverable and the agreed upon format. For example, weekly reports to be delivered in Word format, schedule to be delivered in Microsoft Project format. If there is a designated repository the Contractor should use for storing files, include here.]</li> <li>[Conclude with review and acceptance of the deliverable by the Procuring Agency.]</li> </ul>
		<ul style="list-style-type: none"> <li></li> </ul>
		<ul style="list-style-type: none"> <li></li> </ul>

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**C. Deliverable Number 3 – Retainage Release [Include for fixed price deliverable contracts over \$500,000 or other instances when retainage is held]**

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
Retainage Release	[Insert date payment is due.]	• Total Compensation not to exceed \$ Amount, including/excluding GRT.]

Task Item	Sub Tasks	Description
<b>4.0 Retainage Release</b>	<b>Notice of Acceptance of All Deliverables</b>	Procuring Agency shall release payment for the retainage invoice, representing retainage held against this contract, upon review and acceptance of the Deliverables specified in this scope of work.

## HIPAA BUSINESS ASSOCIATE AGREEMENT

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This Business Associate Agreement (“Agreement”) is entered into between the New Mexico Department of Health (“Department”) and [REDACTED], hereinafter referred to as “Business Associate.”, in order to comply the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as amended by Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”), including the Standards of the Privacy of Individually Identifiable Health Information and the Security Standards at 45 CFR Parts 160 and 164.

**BUSINESS ASSOCIATE**, by a related agreement identified by number as [REDACTED] (the “Related Agreement”), has agreed to provide services to, or on behalf of, Department (referred to in such Related Agreement as Department or the “Procuring Agency”) which may involve the disclosure by Department to Business Associate (referred to in such Related Agreement as “Contractor”) of Protected Health Information. This Business Associate Agreement is intended to supplement the obligations of the Department and the Contractor as set forth in the Related Agreement and is hereby incorporated therein.

**THE PARTIES** acknowledge HIPAA, as amended by the HITECH Act, requires that Department and Business Associate enter into a written agreement that provides for the safeguarding and protection of all Protected Health Information which Department may disclose to the Business Associate, or which may be created or received by the Business Associate on behalf of the Department.

### 1. Definition of Terms

- a. Breach. “Breach” has the meaning assigned to the term breach under 42 U.S.C. § 17921(1) [HITECH Act § 13400 (1)] and 45 CFR § 164.402.
- b. Business Associate. "Business Associate", herein being the same entity as the Contractor in the Related Agreement, shall have the same meaning as defined under the HIPAA standards as defined below, including without limitation Contractor acting in the capacity of a Business Associate as defined in 45 CFR § 160.103.
- c. Department. "Department" shall mean in this agreement the State of New Mexico Department of Health.

- d. Individual. "Individual" shall have the same meaning as in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502 (g).
- e. HIPAA Standards. "HIPAA Standards" shall mean the legal requirements as set forth in the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009, and the regulations and policy guidance, as each may be amended over time, including without limitation:
  - i. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, Subparts A and E.
  - ii. Breach Notification Rule. "Breach Notification" shall mean the Notification in the case of Breach of Unsecured Protected Health Information, 45 CFR Part 164, Subparts A and D
  - iii. Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C, including the following:
    - A. Security Standards. "Security Standards" hereinafter shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.306.
    - B. Administrative Safeguards. "Administrative Safeguards" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.308.
    - C. Physical Safeguards. "Physical Safeguards" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.310.
    - D. Technical Safeguards. "Technical Safeguards" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.312.
    - E. Policies and Procedures and Documentation Requirements. "Policies and Procedures and Documentation Requirements" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.316.
- f. Protected Health Information. "Protected Health Information" or "PHI" shall have the same meaning as in 45 CFR §160.103, limited to the information created, maintained, transmitted or received by Business Associate, its agents or subcontractors from or on behalf of Department.
- g. Required By Law. "Required By Law" shall have the same meaning as in 45 CFR §164.103.
- h. Secretary. "Secretary" shall mean the Secretary of the U. S. Department of Health and Human Services, or his or her designee.
- i. Covered Entity. "Covered Entity" shall have the meaning as the term "covered entity" defined at 45 CFR §160.103, and in reference to the party to this agreement, shall mean the State of New Mexico Department of Health.

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

## **2. Obligations and Activities of Business Associate**

- a. General Rule of PHI Use and Disclosure. The Business Associate may use or disclose PHI it creates for, receives from or on behalf of, the Department to perform functions, activities or services for, or on behalf of, the Department in accordance with the specifications set forth in this Agreement, or the Related Agreement; provided that such use or disclosure would not violate the HIPAA Standards if done by the Department; or as Required By Law.
  - i. Any disclosures made by the Business Associate of PHI must be made in accordance with HIPAA Standards and other applicable laws.
  - ii. Notwithstanding any other provision herein to the contrary, the Business Associate shall limit uses and disclosures of PHI to the “minimum necessary,” as set forth in the HIPAA Standards.
  - iii. The Business Associate agrees to use or disclose only a “limited data set” of PHI as defined in the HIPAA Standards while conducting the authorized activities herein and as delineated in the Related Agreement(s), except where a “limited data set” is not practicable in order to accomplish those activities.
  - iv. Except as otherwise limited by this Agreement or the Related Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
  - v. Except as otherwise limited by this Agreement or the Related Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate provided that the disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
  - vi. Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.502(j).
  - vii. Business Associate may use PHI to provide Data Aggregation services to the Department as permitted by the HIPAA Standards.
- b. Safeguards. The Business Associate agrees to implement and use appropriate Security, Administrative, Physical and Technical Safeguards, and comply where applicable with subpart C of 45 C.F.R. Part 164, to prevent use or disclosure of PHI other than as required by law or as provided for by this Agreement or the Related Agreement. Business Associate shall identify in writing upon request from the Department all of those Safeguards that it uses to prevent impermissible uses or disclosures of PHI.

- c. Restricted Uses and Disclosures. The Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement, the Related Agreement, the HIPAA Standards, or otherwise as permitted or required by law. The Business Associate shall not disclose PHI in a manner that would violate any restriction which has been communicated to the Business Associate.
  - i) The Business Associate shall not directly or indirectly receive remuneration in exchange for any of the PHI unless a valid authorization has been provided to the Business Associate that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the PHI of that individual, except as provided for under the exceptions listed in 45 C.F.R. §164.502 (a)(5)(ii)(B)(2).
  - ii) Unless approved by the Department, Business Associate shall not directly or indirectly perform marketing to individuals using PHI.
- d. Agents. The Business Associate shall ensure that any agents that create, receive, maintain or transmit PHI on behalf of Business Associate, agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to PHI, in accordance with 45 C.F.R. § 164.502(e)(1)(ii), and shall make that agreement available to the Department upon request. Upon the Business Associate's contracting with an agent for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement.
- e. Availability of Information to Individuals and the Department. Business Associate shall provide, at the Department's request, and in a reasonable time and manner, access to PHI in a Designated Record Set (including an electronic version if required) to the Department or, as directed by the Department, to an Individual in order to meet the requirements under 45 CFR § 164.524. Within three (3) business days, Business Associate shall forward to the Department for handling any request for access to PHI that Business Associate receives directly from an Individual. If requested by the Department, the Business Associate shall make such information available in electronic format as required by the HIPAA Standards to a requestor of such information and shall confirm to the Department in writing that the request has been fulfilled.
- f. Amendment of PHI. In accordance with 45 CFR § 164.526, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Department directs or agrees to, at the request of the Department or an Individual, to fulfill the Department's obligations to amend PHI pursuant to the HIPAA Standards. Within three (3) business days, Business Associate shall forward to the Department for handling any request for amendment to PHI that Business Associate receives directly from an Individual.
- g. Internal Practices. Business Associate agrees to make internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI, available to the Department or to the Secretary within seven (7) days of receiving a request from the Department or receiving notice of a request from the Secretary, for purposes of the Secretary's determining the Department's compliance with the Privacy Rule.
- h. PHI Disclosures Recordkeeping. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for

the Department to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the HIPAA Standards and 45 CFR § 164.528. Business Associate shall provide such information to the Department or as directed by the Department to an Individual, to permit the Department to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by the Department. Within three (3) business days, Business Associate shall forward to the Department for handling any accounting request that Business Associate directly receives from an individual.

- i. PHI Disclosures Accounting. Business Associate agrees to provide to the Department or an Individual, within seven (7) days of receipt of a request, information collected in accordance with Section 2 (h) of this Agreement, to permit the Department to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- j. Security Rule Provisions. As required by 42 U.S.C. § 17931 (a) [HITECH Act Section 13401(a)] , the following sections as they are made applicable to business associates under the HIPAA Standards, shall also apply to the Business Associate: 1) Administrative Safeguards; 2) Physical Safeguards; 3) Technical Safeguards; 4) Policies and Procedures and Documentation Requirements; and 5) Security Standards. Additionally, the Business Associate shall either implement or properly document the reasons for non-implementation of all safeguards in the above cited sections that are designated as “addressable” as such are made applicable to Business Associates pursuant to the HIPAA Standards.
- k. Civil and Criminal Penalties. Business Associate agrees that it will comply with the HIPAA Standards as applicable to Business Associates and acknowledges that it may be subject to civil and criminal penalties for its failure to do so.
- l. Performance of Covered Entity's Obligations. To the extent the Business Associate is to carry out the Department 's obligations under the HIPAA Standards, Business Associate shall comply with the requirements of the HIPAA Standards that apply to the Department in the performance of such obligations.
- m. Subcontractors. The Business Associate shall ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate, agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to PHI, with 45 C.F.R. § 164.502(e)(1)(ii), and shall make such information available to the Department upon request. Upon the Business Associate’s contracting with an agent for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement. Upon the Business Associate’s contracting with a subcontractor for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement.

### **3. Business Associate Obligations for Notification, Risk Assessment, and Mitigation**

During the term of this Agreement and Related Agreement, the Business Associate shall be required to perform the following pursuant to the Breach Notification Rule regarding Breach Notification, Risk Assessment and Mitigation:

#### Notification

- a. Business Associate agrees to report to the Department Contract Manager or HIPAA Privacy and Security Officer any use or disclosure of PHI not provided for by this Agreement, the Related Agreement and HIPAA Standards, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, as soon as it (or any employee or agent) becomes aware of the Breach, and in no case later than three (3) business days after it (or any employee or agent) becomes aware of the Breach, except when a government official determines that a notification would impede a criminal investigation or cause damage to national security.
- b. Business Associate shall provide the Department with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR §164.404(c), and, if requested by the Department, provide information necessary for the Department to investigate promptly the impermissible use or disclosure. Business Associate shall continue to provide to the Department information concerning the Breach as it becomes available to it and shall also provide such assistance and further information as is reasonably requested by the Department.

#### Risk Assessment

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

#### Mitigation

- e. In addition to the above duties in this section, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or

disclosure of PHI, by Business Associate in violation of the requirements of this Agreement, the Related Agreement or the HIPAA Standards. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by the Department, Business Associate shall make its mitigation and corrective action plans available to the Department.

- f. The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of the Breach, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate and the Department are doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR §164.404(c).

#### Notification to Clients

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

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

- a. The Department shall notify Business Associate of any limitation(s) in the Department's Notice of Privacy Practices, implemented in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. The Department shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. The Department shall notify Business Associate of any restriction in the use or disclosure of PHI that the Department has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- d. The Department shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Department.

#### **5. Term and Termination**

- a. Term. This Agreement shall be effective concurrently with the effective date of Contract No. [REDACTED] between Business Associate and the Department (the Related Agreement). This Agreement shall also terminate concurrently with the Related Agreement, except that obligations of Business Associate under this Agreement related to final disposition of PHI in this Section 5 shall survive until resolved as set forth immediately below.
- b. Disposition of PHI upon Termination. Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI in its possession and shall retain no copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to the Department notification of the conditions that make return or destruction of PHI not feasible. Upon mutual agreement of the Parties that return, or destruction of the PHI is infeasible, Business Associate shall agree, and require that its agents, affiliates, subsidiaries and subcontractors agree, to the extension of all protections, limitations and restrictions required of Business Associate hereunder, for so long as the Business Associate maintains the PHI.
- c. If Business Associate breaches any material term of this Agreement, the Department may either:
  - i. provides an opportunity for Business Associate to cure the Breach and the Department may terminate this Contract without liability or penalty in accordance with Termination Article of the Related Agreement if Business Associate does not cure the breach within the time specified by the Department; or,
  - ii. immediately terminate this Contract without liability or penalty if the Department determines that cure is not reasonably possible; or,
  - iii. if neither termination nor cure are feasible, the Department shall report the breach to the Secretary.

The Department has the right to seek to cure any breach by Business Associate and this right, regardless of whether the Department cures such breach, does not lessen any right or remedy available to the Department at law, in equity, or under this Contract, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

6. **Penalties and Training.** Business Associate understands and acknowledges that violations of this Agreement may result in notification by the Department to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by the Department, Business Associate shall participate in training regarding use, confidentiality, and security of PHI.

## 7. **Miscellaneous**

- a. Interpretation. Any ambiguity in this Agreement, or any inconsistency between the provisions of this Agreement and the Related Agreement, shall be resolved to permit the Department to comply with the HIPAA Standards.
- b. Business Associate's Compliance with HIPAA. The Department makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Standards will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- c. Change in Law. In the event there are subsequent changes or clarifications of statutes, regulations or rules relating to this Agreement, the Department shall notify Business Associate of any actions it reasonably deems necessary to comply with such changes, and Business Associate shall promptly take such actions. In the event there is a change in federal or state laws, rules or regulations, or in the interpretation of any such laws, rules, regulations or general instructions, which may render any of the material terms of this Agreement unlawful or unenforceable, or which materially affects any financial arrangement contained in this Agreement, the parties shall attempt amendment of this Agreement to accommodate such changes or interpretations. If the parties are unable to agree, or if amendment is not possible, the parties may terminate the Agreement pursuant to its termination provisions.
- d. No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Department, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- e. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or workforce members assisting Business Associate in the fulfillment of its obligations under this Agreement and the Related Agreement available to the Department, at no cost to the Department, to testify as witnesses or otherwise in the event that litigation or an administrative proceeding is commenced against the Department or its employees based upon claimed violation of the HIPAA standards or other laws relating to security and privacy, where such claimed violation is alleged to arise from Business Associate's performance under this Agreement or the Related Agreement, except where Business Associate or its agents, affiliates, subsidiaries, subcontractors or employees are named adverse parties.
- f. Additional Obligations. Department and Business Associate agree that to the extent not incorporated or referenced in any Business Associate Agreement between them, other requirements applicable to either or both that are required by the HIPAA Standards, those requirements are incorporated herein by reference.

IN WITNESS THEREOF, the parties hereto separately acknowledge this Business Associate Agreement in addition to their execution of the Related Agreement.

NEW MEXICO DEPARTMENT OF HEALTH      BUSINESS ASSOCIATE

By: \_\_\_\_\_  
Authorized Signature Designee

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

Title: \_\_\_\_\_

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

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

Approved as to form and legal sufficiency:

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

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

**APPENDIX D**

**LETTER OF TRANSMITTAL FORM**

# LETTER OF TRANSMITTAL FORM

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

**RFP#:26-665-3030-78227**

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

<b>Offeror Name</b>	
<b>Mailing Address</b>	
<b>Telephone</b>	
<b>FED TIN#</b>	
<b>NM BTIN#</b>	

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

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

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

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

\_\_\_\_ No.  
 \_\_\_\_ Yes. Identify subcontractor/s: \_\_\_\_\_

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

\_\_\_\_ No.  
 \_\_\_\_ Yes. Identify entity/-ies: \_\_\_\_\_

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

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

Sign: \_\_\_\_\_

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

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

## **APPENDIX E**

### **ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

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

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Adriana Padilla ([Adriana.padilla@doh.nm.gov](mailto:Adriana.padilla@doh.nm.gov)) by 11/10/2025 by 3PM MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

**RFP # 26-665-3030-78227**  
**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**  
**FOR:**

\_\_\_\_\_  
(Name of Offeror)

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

Name: Adriana Padilla  
Email: [Adriana.padilla@doh.nm.gov](mailto:Adriana.padilla@doh.nm.gov)

Forms must be submitted no later than 11/10/2025 by 3PM MST/MDT, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings. The comments you provide will help the State evaluate the above-referenced Offeror's service history, successful execution of services and evidence of customer/client satisfaction.

**For questions or concerns regarding this form**, please contact the State of New Mexico **Procurement Manager** at [Adriana.padilla@doh.nm.gov](mailto:Adriana.padilla@doh.nm.gov) . When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

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

QUESTIONS:

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

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

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

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

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

COMMENTS:

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

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

**APPENDIX F**

**DETAILED SCOPE OF WORK**

## Detailed Scope of Work

### Introduction

DOH is seeking cost-effective and innovative solutions to build an APCD system. The Offeror shall conduct data management that includes working with healthcare-related claims data submitters, data collection, data quality assurance efforts, as well as analytics and reporting services, such as developing and implementing an Analytics Master Plan, standardizing analytical reporting, and create an Analytics Environment that shall allow DOH designated users to create reports and perform analysis as described throughout the Scope of Work of this Appendix.

The Required Tasks are divided between five sections: I. Required Task - Project Management; II. Required Task - Data Management; III. Required Task - Conversion; IV. Required Task - Analytics and Reporting; and V. Additional Services.

Innovative approaches and/or methodologies to accomplish the desired or intended results for each section are welcome and encouraged. An Offeror may propose an alternative method to address any required service or function, as long as they can clearly demonstrate that the proposed solution still accomplishes all of the goals associated with each task. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be deemed non-responsive and be rejected.

Offerors are encouraged to describe their experience, capacity, and technical solutions for each Task. Innovation, efficiency, and cost-effectiveness are important to DOH and Offerors shall reflect their experience and proposed solutions for each task described within each section.

Please describe in reasonable detail how you will accomplish each of the tasks described in the Scope of Work below, referring to specific sections and tasks as appropriate in your narrative Work Plan. The list of Tasks identifies needs or problems that need to be addressed in the Offeror's proposed solution for that section. Please ensure that every identified "Required Bid Element" is addressed in your proposal.

The Work Plan shall concisely describe each program development and implementation task.

If applicable, the Offeror should note any tasks to be delegated to subcontractors and, if known, identify subcontractors of the related Tasks.

**Offerors shall describe their proposed approach to each "Required Bid Element" within each Required Task for their bid to be considered responsive.**

### **I. Required Task: Project Management**

Project Management includes activities needed to initiate, plan, execute, monitor and control and closeout the project aspects of the work being provided to DOH under contract. DOH will have a project manager coordinating work and participation from multiple State of New Mexico agencies to successfully implement an APCD for the State. Offerors are responsible for planning and

coordinating delivery of their work and coordinating with the overall project team. Offerors shall also provide status reporting and manage risks and issues relating to the work.

### **Task 1: Project Management, Plan, and Approach**

The Offeror selected to be the vendor (hereafter “the vendor”) will develop a Project Management Plan that includes at a minimum; project scope, solution architecture, integrated management control (to include scope, schedule, staffing, communication, risk, issue and quality management), and a project schedule baseline with high level tasks by phase or iteration. The vendor will coordinate, plan and manage their work. Lead, manage and facilitate the implementation of the solution, provide required project management documentation, and oversee the project from the initiation, planning, implementation and closeout of the project.

#### **Required Bid Elements:**

- **The Offeror will describe** their project management approach and how they will provide and maintain coordination of effort and communications throughout the project lifecycle.
  - **Offeror’s Response:**
- **The Offeror will provide** example project management documents for evaluation.
  - **Offeror’s Response:**

### **Task 2: Project Management Communication and Reporting**

The vendor will provide mechanisms/methods to communicate and report project status, issues and risks to oversight bodies and the overall project team. Lead, manage and facilitate the implementation of the solution, provide required project management documentation, and oversee the project from the initiation, planning, implementation and closeout of the project.

#### **Required Bid Elements:**

- **The Offeror will describe** their methods for project status reporting.
  - **Offeror’s Response:**

## **II. Required Tasks - Data Management**

Data Management includes all activities related to the interaction with data suppliers, data submission, data intake, data processing, data aggregation, data quality review, data storage, data access, and preparation of data for analytic purposes. Each Scope of Work task required within Data Management is described below.

### **Scope of Work Required Tasks for Data Management**

#### **Task 1: Data Submission Tool**

The vendor will implement an internet-based user interface (or similar technology) that allows for the secure submission and acceptance of all data to be submitted. The vendor will perform quality assurance, validations, and edit checks on all submitted data files and provide

feedback to DOH and data suppliers. Data submission for NM APCD will be in a Data Submission Guide to be developed by the vendor that is based on the All Payer Claims Database-Common Data Layout (APCD-CDL™).

### **Performance Requirements**

- 1) Secure Submission: Data suppliers will have access to a secure system to allow them to submit or transfer files to the vendor.
- 2) Provide a detailed Data Submission Guide (DSG) to assist data suppliers and that specifies the APCD-CDL™ as the required data submission format.
- 3) Perform payer outreach, onboard/register data submitters, establish and implement test file submission, quality assurance, and payer feedback processes.
- 4) Provide detailed documentation, training, and technical support for NM APCD data submitters and NM DOH staff.
- 5) Secure data storage: Vendor will have a secure location to store, quality check and transform acquired data.
- 6) Quality Assurance Priorities: The vendor will review submitted files to ensure:
  - a. Consistency – are the data internally consistent?
  - b. Timeliness – do the data reflect the covered time period?
  - c. Completeness – are all data from the time period for submission included?
  - d. Uniqueness – are the data free from unexpected duplicates?
  - e. Validity/Accuracy – are the data in an acceptable format and ranges and do they comply with all requirements of the data submission guide?
- 7) Feedback: For each submission, the vendor will provide a quality audit/error report back to the data supplier and to DOH. The vendor will also provide a monthly cross-payer submission quality report. The vendor will provide a method to communicate with data suppliers:
  - a. The status of their submission (received, rejected, in process, etc.)
  - b. A summary of the data contained in the submitted file (the number of records processed, the number of records requiring correction, and the types and counts of observed data errors in comparison with historical submissions)
  - c. Any errors observed in the file (with examples of the error), and whether those errors will result in a rejection
  - d. An assessment of the data quality of the monthly submission, in the categories of Data Quality specified in 3.a above.
- 8) The vendor will receive and process corrected and resubmitted files, replacing or ignoring records as needed. All corrections and modifications to submitted data shall be documented and a summary provided to DOH.
- 9) DOH will use the APCD-CDL™ as the basis for the data submission guide (DSG). The vendor will assist the DOH in developing its DSG that incorporating rules, policies, and procedures for the collection of data into the DSG. The vendor is expected to receive files in DSG described format and make changes as needed to incorporate APCD-CDL™ updates, expected on a bi-annual basis. The data submission guide will be adjusted to include methods for acquiring capitated payments, value-based payments and other non-claims payments.

Note: payers may not have the ability to submit all desired data elements incorporated into the DSG, but the awarded Offeror and DOH will continuously work together to improve data collection efforts.

### **Required Bid Elements:**

- The Offeror will describe their proposed intake system, indicating how performance requirements in the task description would be accomplished. Offerors will indicate whether their intake system will pre-screen data submissions and if so to what degree.
  - **Offeror's Response:**
- The Offeror will describe their proposed data management platform from storage of initially acquired flat files to final transformed database.
  - **Offeror's Response:**
- The Offeror will indicate how fast they can complete the process from submission to acceptance/rejection and provide a timeline from data intake and processing to reporting back to data suppliers. The Offeror will identify any technical limitations of their systems relating to volume, formats and structures of fields that would limit future DSG changes.
  - **Offeror's Response:**

### **Task 2: Data Collection Management**

The vendor will assist DOH in administering rules, policies, and procedures for the collection of data, as established by DOH and in accordance with the most recent version DOH Data Submission Guide based on the APCD-CDL™. As described in Task 1 above the vendor will assist the DOH in developing and updating the DSG.

### **Performance Requirements**

- 1) Offerors will describe their data warehouse management plan. The Offeror shall agree that the server be located in the United States. Offerors will include their approach to including data lineage tracking and providing curated data to the analytics vendor (if applicable).
- 2) The vendor will collaborate with data suppliers to maximize their ability to submit data that conforms to established Data Submission Guide criteria.
- 3) The vendor will review the Data Submission Guide with DOH and submitters bi-annually and provide specific recommendations on any existing gaps and needed changes or updates, including explanations for the proposed changes. All recommendations will be subject to DOH approval.
- 4) Upon request, the vendor will provide data suppliers with a comprehensive list of all data intake validation checks that will be run against their data. This list shall include all data validation and “reasonableness” checks beyond the Data Submission Guide element thresholds, including checks for out-of-range values and clinical consistency (e.g., out of country addresses, dates that are in the future, a pregnant 94- year-old man, etc.).
- 5) The vendor will maintain documentation of data submissions, including requests for data resubmissions and the supplier's responses to those requests. Vendor shall make such documentation available to DOH upon request.
- 6) The vendor will have a plan for and execute any requested file deletion or destruction and provide certification to DOH. This may include data submitted in error as well as any other data that needs to be destroyed.

- 7) The vendor will review the APCD regulations and provide specific recommendations on any existing gaps and needed changes or updates.
- 8) The vendor will develop and provide a plan and timeline for obtaining and processing historical raw data files (2020–2025) from the current vendor.
- 9) Maintain all historical NM APCD data (2020–2025) including both the raw unprocessed data files as received from data submitters, as well as the vendor processed data delivered to NM DOH.
- 10) Provide security and privacy protection for proprietary payer and Member/patient data in a manner compliant with HIPAA, HITECH (Health Information Technology for Economic and Clinical Health Act), HHS guidance, and applicable New Mexico law and regulations.
- 11) Vendor will provide detailed descriptions of their policies and procedures for protecting data Privacy and Security, including an incident response plan and process, and disclose any past information security or confidentiality breaches.

### **Required Bid Elements**

- The Offeror will describe their experience and processes for developing data collection systems that implement Data Submission Guides (or similar documents) and communicate with suppliers the requirements for data submission.
  - **Offeror's Response:**
- The Offeror will describe their methods/tool for performing data validation and reasonableness checks, including assuring clinical consistency in the data. The Offeror will describe how the data validation tools can be adapted to changes in the data submission guide.
  - **Offeror's Response:**
- The Offeror will describe their system for documenting data submissions and resubmissions.
  - **Offeror's Response:**

### **Task 3: Data Supplier Engagement-Onboarding**

The vendor will engage directly with data suppliers, in certain contexts, to provide technical assistance and coordinate overall work. Engagements will be coordinated with and approved by DOH.

### **Performance Requirements**

- 1) The vendor will develop a system to register and onboard data submitters, including the development of a data submitter portal to provide feedback to submitters.
- 2) The vendor will provide technical assistance to all data suppliers, including:
  - a. Advising them on how to map existing fields in their system to the data submission guide;
  - b. Processing and evaluating test data sets; and,
  - c. Working with the data supplier to make needed adjustments.
- 3) The vendor will establish a process for providing project communications and technical assistance to all data suppliers, including:
  - a. Participate in regular meetings
  - b. Providing technical assistance

- 4) The vendor will inform any data suppliers within 24 hours of a missed deadline for data submission. The vendor will also include DOH on any such communications. The vendor will coordinate notifications of rejections, missed deadlines, or other compliance issues with DOH and communicate to data suppliers as requested.

**Required Bid Elements:**

- The Offeror will describe the methods for engaging and training/educating suppliers on their system.
  - **Offeror's Response:**
- The Offeror is encouraged to provide examples of supplier meeting agendas or other documents that exemplify engagement strategies.
  - **Offeror's Response:**

**Task 4 Data Collection Status Reports**

The vendor will provide access to real-time data submission status information to DOH that includes the status of each supplier's submissions and files. The vendor will also provide dashboards to DOH that document any communication regarding missed deadlines, rejected files, or other compliance issues.

**Required Bid Elements:**

- Offerors will describe their proposed approach for ensuring real time access of data submission status to DOH.
  - **Offeror's Response:**
- Offerors will describe their proposed method of reporting data collection issues to DOH on a regular (at least monthly) basis.
  - **Offeror's Response:**

**Task 5 Medicare Custodian**

The vendor will serve as the CMS-approved Medicare Custodian for data sets obtained through the CMS State Agency Request and other programs. This will require the vendor to agree to the non-negotiable terms and conditions required by CMS to act as a data custodian. Medicare data will not comport with the requirements of the DSG. The Vendor shall be prepared to accept Medicare data in a non-standard format as supplied by Medicare's data representatives and perform necessary steps to map it into the APCD- CDL™ format. Vendor shall also provide a mechanism through which acquired Medicare data can be shared

**Performance Requirements**

- 1) Map and transform the Medicare data to an input structure that is compatible with the vendor's data intake system.
- 2) Meet CMS requirements to serve as the Custodian of Medicare files and agree to terms and conditions and sign agreements required by CMS including the DMP-SAQ.
- 3) Keep Medicare data isolated as needed or required for proper handling and purposes of data release or analysis.

**Required Bid Elements:**

- The Offeror will describe their experience or proposed process working as the state Medicare data custodian and mapping Medicare data into the state APCD.
  - **Offeror's Response:**
- The Offeror will agree to meet CMS requirements to serve as the Medicare custodian.
  - **Offeror's Response:**
- The Offeror will complete the CMS Data Management Plan Self-Attestation Questionnaire (DMP-SAQ).
  - **Offeror's Response:**

### **Task 6 Medicaid Data**

The vendor will collect Medicaid data directly from the New Mexico Health Care Authority (HCA), or if necessary, from commercial payers.

### **Performance Requirements**

- 1) Collect the Medicaid data directly from HCA.
- 2) Map and transform Medicaid data to an input structure that is compatible with the vendor's data intake system.
- 3) Meet HCA requirements for data access and security, as agreed upon between DOH and HCA.

### **Required Bid Elements:**

- The Offeror will describe their experience or proposed process for working with Medicaid data and mapping Medicaid data into the state APCD.
  - **Offeror's Response:**
- The Offeror will agree to meet HCA requirements for data security and storage.
  - **Offeror's Response:**

### **Task 7 Data Collection Process Documentation**

The vendor will provide documentation of the processes in place for data collection and supplier engagement.

Note: This documentation is required even if proprietary tools and methods are used.

### **Required Bid Elements:**

- The Offeror will agree to disclose any business rules around data intake and will provide documentation of the process that is clear and allows for the various steps in the process to be communicated to DOH, data suppliers, and other stakeholders. Any requested proprietary exclusions must be noted.
  - **Offeror's Response:**
- The Offeror will include a flow chart of the data submission and management process with sufficient detail to show how the data collection processes are being managed.
  - **Offeror's Response:**

### **Task 8 Extract, Transform, and Load (ETL)**

The vendor will load all monthly submissions into a database on a regular schedule. NOTES: 1) Significant preference and bonus points will be awarded to Offerors that can perform this task

monthly or more frequently. 2) The ETL task and the Data Consolidation task may be combined into a single task.

### **Performance Requirements**

- 1) The vendor will execute a regularly scheduled extract, transform, and load (ETL) process that supports all required data submission feeds, each with multiple data file types (e.g. enrollment, claims, provider).
- 2) The vendor will update the ETL process to accommodate bi-annual changes to the Data Submission Guide.

### **Required Bid Element**

- The Offeror will describe their proposed ETL processes, including description of the technology platform and software used and proposed processing timeline.
  - **Offeror's Response:**

### **Task 9 Data Consolidation**

The vendor will consolidate claims and records contained in the database on a regular schedule.

NOTE: Consolidation must occur at least quarterly, and preference will be given to Offerors who can do it more frequently.

### **Performance Requirements**

- 1) Specific data consolidation activities required under this task include:
  - a. Linking enrollment records across plans and time;
  - b. Proper linking of medical, pharmacy, and dental claims back to the enrollment files;
  - c. Eliminating any duplicate claims or records; and,
  - d. Determining the most recent status of any claim that has been submitted more than once.
- 2) The vendor shall coordinate with each data supplier to identify appropriate method(s) for determining the current adjudication status of all service records contained in the claims data file submissions. The vendor will then develop and execute a 'claims consolidation' process that utilizes these methods to identify or generate a single record that accurately reflects and designates the current disposition and costs associated with each rendered service. DOH is interested in creative or innovative solutions to this issue.
- 3) The vendor will maintain documentation detailing the consolidation methods and deployment. The contracted vendor will disclose to DOH their proposed methods before the initial execution of the consolidation process, and whenever new methods are deployed.
- 4) The vendor will consolidate service date claims and eligibility files at least quarterly covering the most recent twenty-four (24) months of claims. This time frame shall be extended to cover more months if new or updated data files are submitted that cover previous time periods on an exceptional basis if required by DOH.
- 5) The vendor shall incorporate into the consolidated files all submitted records that have not been subsequently replaced or deleted by a Supplier by resubmission of an entire time period (i.e., "kill and fill" or entire files replaced by a later submission must not be included). However, the consolidated files shall include and specifically indicate those specific claim

service records that do not reflect the current disposition of the original rendered service and all duplicate claim service and eligibility records.

- 6) The vendor shall ensure the Database is designed to allow for time specific dimensions where the descriptive meanings of codes change over time. The data will be available for direct ad hoc query and extract by DOH.

**Required Bid Elements:**

- The Offeror will describe their consolidation process and explain how it will address specific data consolidation needs and describe the database design, including a description of the technology used by the Offeror.
  - **Offeror's Response:**

**Task 10 Patient Identity Resolution**

The vendor will create and provide a unique ID for every person in the database. The vendor shall provide an interface/API to other Patient indices such as the DOH Enterprise Master Patient Index and the HCA HHS 2020 Master Index.

**Performance Requirements**

- 1) The vendor will use direct patient identifiers received from suppliers (e.g. SSN, member name, member street address, etc.) to create a new, or match to an existing, unique patient identifier.
- 2) The resulting unique identifier shall allow DOH to perform analyses that rely on member identities.

**Required Bid Elements:**

- The Offeror shall describe in detail their approach to identity resolution and how that will be used to create a unique patient identifier.
  - **Offeror's Response:**
- The Offeror shall attest and certify that DOH will own the identifiers and be allowed to use them without restriction.
  - **Offeror's Response:**

**Task 11 Provider Directory**

The vendor will develop, test, and refine and maintain a Provider Directory by implementing unique health care provider and health care facility identifiers, coordinating with other possible sources for authoritative provider data.

**Performance Requirements**

- 1) This Provider Directory shall employ an open, standards-based architecture with an API or web services framework that would enable it to interoperate with third party identity management tools, such as an external Master Provider Directory.

**Required Bid Elements:**

- The Offeror shall describe in detail their approach to identity resolution and how that will be used to maintain and update a unique provider identifier.
  - **Offeror's Response:**

- The Offeror shall attest and certify that DOH will own the identifiers and be allowed to use them without restriction including distribution of the identifiers to entities outside of DOH.
  - **Offeror's Response:**

### **Task 12 Data Storage Documentation**

The vendor will provide documentation of all aspects of the data storage solution for collected, managed data (raw files, staging or semi-processed, fully-processed or consolidated, etc.) to DOH.

### **Performance Requirements**

The vendor's documentation will include:

- 1) Entity relationship diagrams
- 2) Data dictionary(ies) that includes a full description of each element and how each element was derived (where applicable)
- 3) An ETL source-to-target mapping
- 4) Documentation of the underlying hosting architecture for the data storage solution. See APPENDIX H requirement IT43.

### **Required Bid Elements:**

- The Offeror will provide an example of the proposed data documentation, including an ETL source to target map/diagram.
  - **Offeror's Response:**

### **Task 13 Data Access**

The vendor will provide access to all phases of data stored for designated DOH users.

### **Performance Requirements**

- 1) The access must allow DOH analysts to track the data lineage in the data staging area.
- 2) The vendor will also provide role-based user access for additional DOH users with predetermined access and security levels and provide technical assistance to these DOH staff, as requested.

### **Required Bid Elements:**

- The Offeror will describe proposed technology/method technology to provide role-based access, and the timeline for access to varying levels of the stages of processing.
  - **Offeror's Response:**

### **Task 14 Value-Added Components for Analytics**

The vendor will employ industry standard tools or methodologies to implement, test, and refine the value-added components and elements to enhance or increase the utility of the data.

### **Performance Requirements**

- 1) Value-adds that accomplish the following objectives are required:
  - a. A methodology that identifies the latest version of claims in the Data store

- b. A coordination of benefits (COB) methodology that allows a user to combine claims for a single service covered by multiple payers into a single record reflecting a “total paid” calculation.
- c. Groupers that aggregate claims into distinct condition and procedure categories.
- d. A methodology for a grouper to create or identify distinct episodes of care.
- e. A methodology for risk assessment, to develop risk scores based on both retrospective and demographic risk. Risk scores will be used for risk adjustment calculations, and the Offeror should describe the methodology used for calculating the risk scores and the application of the scores for risk adjustment purposes.
- f. A methodology to geocode addresses in claims and eligibility files. These components shall be integrated in the data store in such a way as to allow designated DOH staff to access them and include them in queries. The vendor may propose other value-added components that it offers and DOH agrees would be valuable.

### **Required Bid Elements**

- The Offeror will include a description of each required value-added component methodology offered as a service, including a description of the methodology and approach to generation or calculation. If the Offeror uses a proprietary method for any of the value-added components, the Offeror shall agree that it will provide sufficient documentation for DOH to understand the methods being employed and that the fields added to the data set can subsequently be used by DOH without restriction.
  - **Offeror’s Response:**
- The offeror will describe any additional value-added components it can provide for data management. DOH may choose to incorporate these components into the contract.
  - **Offeror’s Response:**

### **Task 15 Post-Load Quality Assurance and Validation**

The vendor will perform post-load quality assurance, validation, and edit checks after each consolidation.

### **Performance Requirements**

- 1) The vendor will perform a final review of the fully processed data prior to the data being moved into the production Environment (i.e., prior to data being available to other DOH APCD vendors, prior to scheduled standard data sets to DOH, etc.).
- 2) At the end of each calendar year, the vendor will produce a summary file that includes at least the following data points (with the final list to be determined in consultation with DOH), in total and by payer:
  - a) Patient Demographics
  - b) Number of total claims
  - c) Billed charges
  - d) Amount paid
  - e) Patient responsibility
  - f) Top twenty procedures/diagnoses by volume and cost
- 3) The vendor will also provide DOH with the following validation information for each final-processed file provided to DOH:
  - a) Demographics (e.g. member counts, percent male, etc.)

- b) Rolling aggregation figures (e.g., dollar amounts for paid services in a given month, units per enrolled member per workday, etc.)
  - c) Count of medical member months compared to pharmacy member months for each supplier
  - d) Exchange-related enrollment figures (e.g. purchased through the exchange, percent catastrophic coverage plans, etc.)
  - e) Number of records dropped or deleted due to each exclusion and/or business rule applied for each supplier and for the full database;
  - f) Pharmacy (e.g. percent refills, percent generics, etc.)
  - g) Provider and facility (e.g. inpatient counts, provider type, etc.)
  - h) Count of members covered under ERISA-eligible plans
  - i) Opt-out tallies
  - j) “Unknown” tallies
  - k) Quality of the Patient Identity resolution
  - l) Quality of the Provider Directory
- 4) At the same time that a final-processed data file is made available for DOH review, the vendor will provide data suppliers with validation reports showing the degree to which core DOH APCD metrics align with the suppliers’ metrics. Report content will be defined by DOH.

**Required Bid Elements:**

- The Offeror will describe the post-load quality processes and any available “out of the box” output reports resulting from that process. Offerors are encouraged to provide specific examples.
  - **Offeror’s Response:**

**Task 16 Access to the Data Management Platform**

The vendor shall provide DOH analysts and any contracted vendor access to data needed for their work.

**Performance Requirements**

- 1) The vendor will make the most recent copy of the Data Dictionary available to DOH, work cooperatively with DOH to answer any questions regarding the format and/or contents of the data, and work closely with DOH to troubleshoot and trace any identified performance or data quality issues.

**Required Bid Elements:**

- The Offeror will describe the process they propose to use to permit access and provide suggested approaches to work collaboratively with DOH.

**Task 17 Maintenance and Support of Data Management Platform**

**Ongoing Platform Maintenance**

The vendor will provide maintenance, operation and support of the Data Management Platform throughout the contract term, including paying all fees associated with updating and amending the Data Management Platform as needed and providing promised software, licenses, and hardware

required to fully support the required functionality. See APPENDIX H Information Technology Requirements for detailed platform maintenance requirements. Vendor is not asked to pay for data sources such as CMS Medicare FFS as part of maintenance and support,

**Required Bid Elements:**

- The Offeror shall identify potential fees, licensing and other requirements that will be part of the data analytics and reporting services as part of the maintenance agreement.
  - **Offeror's Response:**

**Task 18 Transition Plan**

The vendor will participate in transitioning hosting to another entity at the end of the contract period, unless the contract for hosting is renewed. This will include developing and delivering a comprehensive Transition Plan in coordination with DOH and the new vendor.

**Performance Requirements**

- 1) This plan will identify and document the activities needed to seamlessly migrate the NM APCD data to the new vendor's platform.
- 2) The plan will ensure longitudinal data integrity from the existing data at the end of the contract period to future years of data collection.

**Required Bid Elements:**

- The Offeror shall propose a comprehensive approach for developing a Transition Plan, including specific elements to be addressed in the plan. The Offeror is encouraged to describe experience in transitioning healthcare data from another vendor to their system
  - **Offeror's Response:**

**III. Required Task - Conversion**

The Offeror shall describe their proposed approach to transitioning data submitters to a new data submission process and conversion of data from the existing NM APCD.

**Performance Requirements**

- 1) Provide a detailed Data Submission Guide to assist data suppliers and that specifies the APCD-CDL<sup>TM</sup> as the required data submission format.
- 2) Perform payer outreach, onboard/register data submitters, establish and implement test file submission, quality assurance and payer feedback processes.
- 3) Create a secure online portal to collect claims files from payers on an ongoing basis.
- 4) Provide detailed instructions, training, and technical support for NM APCD data submitters and NM DOH staff.
- 5) Obtain and process historical raw data (2020–2025) files from the current vendor.
- 6) Develop processes to collect, transform and process ongoing data submissions from commercial payers, Medicaid, and Medicare (CMS).
- 7) Produce detailed documentation and provide NMDOH staff training for all aspects of new APCD payer onboarding, data submission, and data conversion processes.

**Required Bid Elements**

- The Offeror shall propose a detailed approach and timeline for transitioning data submitters to a new data submission process and for acquiring and converting data from the existing NM APCD into the proposed system.
  - **Offeror's Response:**

#### **IV. Required Tasks - Analytics, Reporting and Presentation**

DOH must be able to respond to a broad range of stakeholder requests for information based on the APCD. For example, DOH may be asked to inform legislators on cost and utilization of specific services or they may be asked to provide public health information for federal reporting. DOH is also required to create cost and quality comparison reports by geography, provider, or, perhaps, payer.

The offeror shall support the DOH analytic capacity to meet those needs quickly and efficiently by creating and maintaining an Analytics Environment.

DOH is open to a variety of possibilities for meeting this goal, including, but not limited to, a vendor that chooses to provide analytics and reporting services on their own system, a vendor that provides a tool-kit or set of programs that DOH can implement on an internally hosted system, or a variety of other approaches. Any proposed solution for creating the Analytics Environment shall allow DOH staff and other stakeholders to create reports and perform analysis using a variety of analytical / query tools (e.g. SAS, SQL Server Management Studio, etc.) as described in the following tasks.

#### **Scope of Work Required Tasks for Analytics, Reporting and Presentation**

##### **Task 1 Consult on Development of an Analytics Master Plan**

The vendor will develop a comprehensive Analytics Master Plan that will guide the overall analytics approach for internal and external use of the NM APCD based on input from DOH and other stakeholders.

##### **Performance Requirements**

- 1) The Analytics Master Plan will support the development of an Analytics Environment that is optimized for ease of use by users with varying needs and skill sets.
- 2) At a minimum, the plan will:
  - a. Describe how data produced by the vendor will be accessed, extracted, or transferred into the Analytics Environment;
  - b. Outline data quality control processes for specific use-cases identified in consultation with DOH;
  - c. Describe how hosting needs will be addressed;
  - d. Address user access controls;
  - e. Identify any licensed software or other tools to be used;
  - f. Describe how data extracts or data marts can be developed to support identified analytic goals;
  - g. Identify specific standard analytic reports that will be generated by the analytics and reporting services and the corresponding frequency;
  - h. Include documentation and training for data users in the Analytics Environment;

- i. Define strategies for data back-up, disaster recovery (including system failure response/ recovery times), and secure data disposal; and
- j. The plan will be based on a fully mastered dataset that will be provided by the data management services.

**Required Bid Elements:**

- The Offeror will describe an approach for collaborative work with the DOH analytics team to develop the Analytics Master Plan.
  - **Offeror's Response:**

**Task 2 Implementation of the Analytics Master Plan**

The vendor will implement key elements of the Analytics Master Plan in coordination with DOH.

**Performance Requirements**

- 1) DOH recognizes that many elements of the Plan and the division of roles between the vendor and DOH will depend on the nature of the Analytics Environment proposed. The final details of many arrangements will be determined as part of the Analytic Master Plan as outlined in the previous task. However, DOH is interested in understanding how the vendor would propose that the following specific tasks be approached, at a minimum:
  - a. Monthly and within no more than thirty days of the availability of the data in the Data store, ensure access to the updated NM APCD data and refresh the data available in the Analytics Environment.
  - b. New and/or modified data loaded incrementally into the Analytics Environment, and the offeror shall ensure point-in-time reporting capabilities are built into this layer.
  - c. After each refresh, perform a final review of the data available in the Analytics Environment and obtain DOH approval prior to the data being made available to internal and external stakeholders.
  - d. DOH will approve the final Analytics Master Plan and future changes to it.
- 2) The vendor will produce a set of standard data sets with documentation that can be released to qualified users for allowable purposes. For each standard data set, the vendor will produce meta-data and a data dictionary that documents applied edits and summary statistics. This will include both Limited Data Sets and Research Data Sets.

**Required Bid Elements:**

- The Offeror will describe in detail how these required functions of the Analytics Master Plan will be met in their proposed Analytics Environment and the associated timelines.
  - **Offeror's Response:**
- As part of the finalist presentation, the Offeror shall be prepared to showcase at least three standard reports demonstrating the depth of their solution's capabilities.
  - **Offeror's Response:**

**Task 3 Analytic Reporting Platform**

**Performance Requirements**

- 1) Produce a set of analytic reports, based on data available in the NM APCD Data store. Examples may include reports, such as:
  - a. Emergency Department visits by region and facility;
  - b. Inpatient hospital admissions that result in 30-day readmissions by age, sex, plan type, and disease condition; or
  - c. Variation between highest and lowest paid providers by procedure codes, sites of care, and provider types.
  - d. Any reports that align to the Use Case interest areas defined by NM Stakeholders listed below:

Use Case Domain	
<b>Policy and Budget Information</b> <ul style="list-style-type: none"> <li>- Program Evaluation</li> <li>- Budget Planning</li> <li>- Targeted Savings Interventions</li> </ul>	<b>Regional Variation</b> <ul style="list-style-type: none"> <li>- Rural, Urban, Frontier comparisons of utilization, pricing, quality</li> </ul>
<b>Health Care Payment Reform</b> <ul style="list-style-type: none"> <li>- Medical Home Effectiveness</li> <li>- Value-based Care</li> <li>- Network Adequacy Analysis</li> <li>- Patient Utilization Patterns</li> </ul>	<b>Utilization of Services</b> <ul style="list-style-type: none"> <li>- ED Overuse</li> <li>- Risk Adjustment</li> </ul>
<b>Population Health</b> <ul style="list-style-type: none"> <li>- Chronic Disease Prevalence/Costs</li> <li>- Mental and Behavioral Health</li> <li>- Health Care Disparities</li> </ul>	<b>Quality</b> <ul style="list-style-type: none"> <li>- Readmissions</li> <li>- Risk Adjustment</li> </ul>
<b>Consumer Price and Quality Transparency</b> <ul style="list-style-type: none"> <li>- Public Portal/Website</li> </ul>	

## Required Bid Elements

- Offerors shall describe their data analytics expertise, including developing dashboards, public reports, research and conference presentations for health economics and health services research projects relevant to state data projects. Offerors will describe experience of communicating data analytics deliverables to health care stakeholders including technical and non-technical audiences.
  - **Offeror's Response:**
- The Offeror shall describe their methodology and experience in developing standard analytic reports.
  - **Offeror's Response:**
- The Offeror shall be prepared to demonstrate at least three standard reports showcasing the depth of their solution's reporting tools and capabilities.
  - **Offeror's Response:**
- The Offeror shall describe their process for managing requests for new reports.
  - **Offeror's Response:**

#### **Task 4 Patient Attribution Methodology**

The vendor will provide a flexible methodology and tool to allow DOH to quickly and easily attribute patients to providers based on specified paradigms.

##### **Performance Requirements**

- 1) The patient attribution methodology must be adaptable for varying requirements such as:
  - a. Assigning patients to providers based on an acute care incident or episode (e.g., upper respiratory infection).
  - b. Assigning patients to the provider or providers responsible for managing a chronic condition (e.g., diabetes or asthma).
- 2) The patient attribution methodology shall be capable of designating a single, primarily responsible provider.
- 3) The patient attribution methodology shall be capable of producing patient-level granularity so that an analyst could determine why any given patient was assigned to a particular provider.

##### **Required Bid Elements**

- The Offeror shall describe the functionality of the patient attribution methodology and proposed algorithms (if not proprietary) including a description of business rules and how they can be adjusted as needed.
  - **Offeror's Response:**

#### **Task 5 Attribute Providers to Groups or Work Sites**

The vendor will provide a flexible methodology and tool to allow DOH to quickly and easily assign physicians (or other types of providers) to a group, clinic, or work site.

##### **Performance Requirements**

- 1) The provider attribution tool shall contemplate and incorporate solutions for providers that practice at multiple work locations (hospitals, clinics, offices, etc.).
- 2) The provider attribution tool shall provide a level of granularity that would allow an analyst to determine why any given provider was assigned to a group or work site.

##### **Required Bid Elements:**

- The Offeror shall describe the functionality of the provider attribution methodology including a description of how business rules are incorporated and can be adjusted as needed.
  - **Offeror's Response:**

#### **Task 6 Construction or Programming of Quality Metrics**

The vendor will construct or program useful provider quality comparison metrics as defined by DOH that DOH can publish and disseminate.

##### **Performance Requirements**

- 1) The quality metrics shall be standard metrics that are designed to be calculated using administrative data only and can be constructed using claims data. DOH may also define metrics for comparisons

- 2) For each quality metric, DOH analysts must be able to observe whether a given person or event was included in the calculation (numerator or denominator) and why they were included or excluded from the metric.
- 3) DOH prefers that the vendor have an existing portfolio of metrics that can be easily calculated as needed. It is also acceptable, but not preferred, for a vendor to provide custom programming for each metric as requested.
- 4) The quality metric capacity of the offeror shall be flexible to be able to incorporate or add metrics associated with emerging value-based payment models.
- 5) The vendor may choose to provide tools that can be implemented on the DOH platform or they may propose to load an analytics file or files that would allow the metrics to be created on their own platform as long as DOH has access to the final measures at a granular level.
- 6) The offeror shall be able and willing to update any given metric as standards change.

#### **Required Bid Elements:**

- The Offeror shall describe their experience calculating quality metrics.
  - **Offeror's Response:**
- The Offeror shall describe their proposed solution for allowing DOH to easily create and publish required quality metrics.
  - **Offeror's Response:**
- The Offeror will be prepared to demonstrate any reporting tools or other mechanisms for communicating information about quality metrics in the Finalist Presentation.
  - **Offeror's Response:**

#### **Task 7 Quality Control**

The vendor shall ensure that the data used in the output of any methodology or tool is suited for each use case.

#### **Performance Requirements**

- 1) The Offeror shall develop and implement quality control processes that assesses the adequacy and quality of the enhanced data provided for use-cases identified in the Analytics Master Plan.
- 2) The vendor will propose steps to remediate any data quality issues identified during the quality control assessment.
- 3) The vendor will deliver findings to DOH and take any necessary action to improve the quality and completeness of source data.
- 4) The vendor shall ensure that any metric or summary information that is reported dynamically can also be made static if needed.

#### **Required Bid Elements:**

- The Offeror shall describe their experience with data quality control for specific use-cases, preferably in areas of interest identified in the Analytics and Reporting section of this RFP.
  - **Offeror's Response:**
- The Offeror shall describe how data quality information is communicated to data managers, stewards, and users/analysts.
  - **Offeror's Response:**

### **Task 8 Open Source or Licensed Tools**

The vendor will disclose to DOH the specifics of any open source and licensed tools used in their proposed solution and provide assurances that the use of those tools is sustainable and cost effective.

#### **Required Bid Elements:**

- The Offeror shall describe the ownership of all tools in the proposed solution.
  - **Offeror's Response:**
- For any open-source tools, the Offeror shall describe governance of the tool and the availability of technical support to both the vendor and DOH.
  - **Offeror's Response:**

### **Task 9 Ongoing Software Maintenance**

The vendor will provide maintenance and operation of the Analytics Environment throughout the contract term, including paying all fees associated with updating and amending the Analytics Environment as needed and providing promised software, licenses, and hardware required to fully support the required functionality.

#### **Required Bid Elements:**

- The Offeror shall identify potential fees, licensing and other requirements that will be part of the data analytics and reporting services as part of the maintenance agreement.
  - **Offeror's Response:**

### **Task 10 Cost and Quality Consumer facing Webtool**

The vendor will implement a standard methodology or tool that calculates the cost information for consumers that would be included in a consumer-facing website.

#### **Performance Requirements**

- 1) Develop a methodology (or implement existing methodology) to develop cost reporting for consumers for selected services, in a public-facing website.
- 2) The vendor shall provide technical assistance and documentation to DOH users.

#### **Required Bid Elements:**

- The Offeror will describe their experience and qualifications for developing a consumer-facing website.
  - **Offeror's Response:**

### **V. Desirable Task - Additional Services**

Desirable Responses: All Offerors are asked to propose solutions for the following Additional Services. The quality and creativity of the proposed additional services will be included in the technical score; however, the **cost of additional services will not be included in the cost score**. Offerors may decline to propose a solution for some of the Additional Services. If declining, please indicate the services not being addressed in the proposal. DOH will have the option of requiring the winning Offeror to perform some, all, or none of the proposed additional services depending on needs and available budget. DOH will work with the vendor to develop an approach to implementing the following Additional Services.

## **Additional Services: Data Management**

### **Task 1 Indian Health Service (IHS) Data**

The vendor will collect Indian Health Services (IHS) data directly from payers in New Mexico.

#### **Performance Requirements**

- 1) Collect the IHS data from New Mexico Payers
- 2) Map and transform IHS data to an input structure that is compatible with the vendor's data intake system.
- 3) Meet IHS requirements for data access and security, as agreed upon between DOH, HCA, and HIS.

#### **Required Bid Elements:**

- The Offeror will describe their experience or proposed process for working with IHS data and mapping IHS data into the states APCD.
  - **Offeror's Response:**
- The Offeror will agree to meet collection and management requirements for data security and storage.
  - **Offeror's Response:**

### **Task 2 Workers' Compensation Data**

The vendor will collect Workers' Compensation data directly from commercial payers in New Mexico that process worker compensation claims.

#### **Performance Requirements**

- 1) Collect Workers' Compensation data directly from commercial payers.
- 2) Map and transform Workers' Compensation data to an input structure that is compatible with the vendor's data intake system.
- 3) Keep Workers' Compensation data isolated as needed or required for proper handling and purposes of data release or analysis.
- 4) Meet Workers' Compensation requirements for data access and security, as agreed upon.

#### **Required Bid Elements:**

- The Offeror will describe their experience or proposed process for working with Workers' Compensation data and mapping this data into the state APCD.
  - **Offeror's Response:**
- The Offeror will agree to meet collection and management requirements for data security and storage.
  - **Offeror's Response:**

### **Task 3 Alternative Payment Model Data**

The vendor will provide a suggested methodology to collect data from submitters on reimbursements made through alternative payment models or non-claims payments, such as incentive payments for providing high-quality and cost-efficient care in New Mexico.

**Required Bid Elements:**

- The Offeror will describe their experience with or proposed process to collect alternative payment model of non-claims payment data.
  - **Offeror's Response:**

**Additional Services: Data Analytics****Task 4 Episodes of Care Reporting**

The vendor will provide a methodology and tool that joins individual claims into an episode of care based on a chronic condition or acute encounter.

**Performance Requirements**

- 1) The vendor should anticipate that the episode of care tool will be run on each database refresh and have the output captured in the database for future use.
- 2) The episode of care tool should allow patients with multiple conditions to be grouped into multiple episodes.
- 3) The episode of care tool should be capable of producing custom episodes of care for specific research and public health purposes.
- 4) The output of the episode of care tool should be captured into the database for easy use by analysts and researchers.

**Required Bid Elements:**

- The Offeror should describe the methodology and logic behind their episode of care tool and clearly explain how data users could create new episodes based on specified criteria.
  - **Offeror's Response:**
- The Offeror will be prepared to demonstrate any reporting tools or other mechanisms for communicating information about episodes of care in the Finalist Presentation.
  - **Offeror's Response:**

**Task 5 Total Cost of Care Reporting**

The vendor will implement a standard methodology or tool that calculates the total cost of care for a given patient or set of patients.

**Performance Requirements**

- 1) The total cost of care tool shall include the following basic functions:
  - a. Calculate a total risk adjusted inpatient, outpatient, professional, and pharmacy cost for each person in the database.
  - b. Identify and flag outliers.
  - c. Allow the user flexibility to attribute the patient to a provider, group, geography or possibly payer.
  - d. Create statewide benchmarks for any measure included.
  - e. Produce separate group reports to circulate to each entity reported on for review prior to publication.
- 2) The vendor shall provide technical assistance and documentation to DOH users.

**Required Bid Elements:**

- The Offeror will describe their experience, qualifications and tools for calculating Total Cost of Care measures.
  - **Offeror's Response:**
- The Offeror will be prepared to demonstrate any reporting tools or other mechanisms for communicating information about total cost of care in the Finalist Presentation.
  - **Offeror's Response:**
- The Offeror will list and describe any proposed groupers to be used.
  - **Offeror's Response:**
- The Offeror shall identify any implications of licensing for internal use, data release, and public reporting.
  - **Offeror's Response:**

### **Task 6 Surprise Medical Billing Benchmarking**

The vendor will implement a standard methodology or tool to support the development of benchmarking analysis to support surprise medical billing.

#### **Performance Requirements**

- 1) The surprise medical billing methodology will:
  - a. Create statewide and local benchmarks for any selected procedures.
  - b. Support the NM legislative requirements around surprise medical billing.
- 2) The vendor shall provide technical assistance and documentation to DOH users.

#### **Required Bid Elements:**

- The Offeror will describe their experience and qualifications for calculating benchmark measures.
  - **Offeror's Response:**

### **Task 7 Converting flat files to APCD- CDL™**

NM APCD is planning to collect data from some limited benefit plans, and small insurance plans with covered New Mexico lives less than 500, who may submit their files in a non-standard format.

#### **Performance Requirements**

- 1) Collect data from limited benefit plans or small insurance plans.
- 2) Map and transform the non-standard files into the APCD- CDL™ format

#### **Required Bid Elements**

- The Offeror will describe their proposed process for data collection, mapping, and transformation of data from limited benefit plans and small insurance plans focusing on process that is different from pre-existing APCD data sources.
  - **Offeror's Response:**

### **Task 8 Ad Hoc Requests**

At times DOH may need one-off, additional services that are not specifically included in the contract to be performed by the data management and/or analytics and reporting services vendor.

**Required Bid Elements:**

- The Offeror will describe how they will respond to ad hoc requests from the DOH.
  - **Offeror's Response:**

**Task 9 Additional Services:** Offerors are encouraged to suggest other services that may be of interest to DOH. All proposed additional services must also have an associated additional cost in the cost response form, APPENDIX G. Potential topics of interest include:

- 1) Strategies for future enhancements of the NM APCD.
- 2) A plan to engage and support user groups, including documentation for specific user groups and data or cohort specific extracts for external users of the APCD.
- 3) Descriptions of how artificial intelligence tools can be applied to improve user experience with the APCD.
- 4) Propose a plan to establish linkages of the APCD with relevant data systems and registries. Offerors would describe their previous experience with APCD linkages, including measures of success (match rates), challenges encountered and solutions identified.

## **APPENDIX G**

### **COST RESPONSE FORM**

The evaluation of each Offeror's cost proposal will be made based on Offerors' Cost Proposal for the sum of the contact. Offerors are reminded that all costs are fully inclusive and shall include but are not limited to: all management, supervision, labor, materials, equipment, travel, training, transportation, configuration, installation, testing, overhead, profit and applicable gross receipt taxes.

**Instructions:**

- Please complete the table below. If an item that falls under desirable specifications is not applicable please mark "N/A"
- Please add the total costs separately for mandatory and desirable specifications where indicated..

## COST RESPONSE FORM

### Scope of Work Costs

Offerors are asked to provide their cost response to coordinate with the **Scope of Work** of **APPENDIX F**; and should also reflect applicable costs associated with meeting the mandatory elements of the **Information Technology Requirements of APPENDIX H**. DOH will create deliverables based contract with the selected Offeror. The deliverables will be based on the **Scope of Work**.

Offerors should frame their costs based on their proposed schedule for initial transition to the new vendor (unless the contract for hosting is renewed), and subsequent Maintenance, Support and Enhancement/expansion costs. The costs for the initial transition to the awarded vendor must be provided in the **One-Time Costs Table** and the subsequent Maintenance, Support, and Enhancement/expansion costs must be provided in the **Maintenance and Operations Costs Table**. Task II.18 Transition Plan is considered a one-time cost and **all offerors** must provide this cost.

One-Time Costs Table		
Task #	Task Description	Costs
Task I.1	Project Management, Plan, and Approach	\$ _____
Task I.2	Project Management Communication and Reporting	\$ _____
Task II.1	Data Submission Tool	\$ _____
Task II.2	Data Collection Management	\$ _____
Task II.3	Data Supplier Engagement-Onboarding	\$ _____
Task II.4	Data Collection Status Reports	\$ _____
Task II.5	Medicare Custodian	\$ _____
Task II.6	Medicaid Data	\$ _____
Task II.7	Data Collection Process Documentation	\$ _____
Task II.8	Extract, Transform, and Load (ETL)	\$ _____
Task II.9	Data Consolidation	\$ _____
Task II.10	Patient Identity Resolution	\$ _____
Task II.11	Provider Directory	\$ _____
Task II.12	Data Storage Documentation	\$ _____
Task II.13	Data Access	\$ _____
Task II.14	Value-Added Components for Analytics	\$ _____
Task II.15	Post-Load Quality Assurance and Validation	\$ _____
Task II.16	Access to the Data Management Platform	\$ _____
Task II.17	Maintenance and Support of Data Management Platform	\$ _____
Task II.18	Transition Plan	\$ _____
Task III	Conversion	\$ _____
Task IV.1	Consult on Development of an Analytics Master Plan	\$ _____
Task IV.2	Implementation of the Analytics Master Plan	\$ _____
Task IV.3	Analytic Reporting Platform	\$ _____
Task IV.4	Patient Attribution Methodology	\$ _____
Task IV.5	Attribute Providers to Groups or Work Sites	\$ _____
Task IV.6	Construction or Programming of Quality Metrics	\$ _____
Task IV.7	Quality Control	\$ _____
Task IV.8	Open Source or Licensed Tools	\$ _____
Task IV.9	Ongoing Software Maintenance	\$ _____
Task IV.10	Cost and Quality Consumer facing Webtool	\$ _____
	Warranty Period (6 Months) starts immediately after Procuring Agency's review and written acceptance of deployed solution	No Cost
<b>TOTAL for Mandatory One-Time Costs</b>		\$ _____
<b>Tasks that fall under Desirable Specifications (Optional)</b>		
Task II.1	Indian Health Service (IHS) Data	\$ _____
Task II.2	Worker's Compensation Data	\$ _____
Task II.3	Alternative Payment Data	\$ _____
Task II.4	Episodes of Care Reporting	\$ _____
Task IV.5	Total Cost of Care Reporting	\$ _____
Task IV.6	Surprise Medical Billing Benchmarking	\$ _____

<b>Task IV.7</b>	Converting Flat files to APCD CDL	\$ _____
<b>Task IV.8</b>	Ad Hoc Requests	\$ _____
<b>Task IV.9</b>	Additional Services	\$ _____
<b>TOTAL for Desirable Specifications (Optional)</b>		<b>\$ _____</b>

<b>Maintenance and Operations Costs Table</b>		
<b>Task #</b>	<b>Task Description</b>	<b>Annual Costs</b>
<b>Task II.1</b>	Data Submission Tool	\$ _____
<b>Task II.2</b>	Data Collection Management	\$ _____
<b>Task II.3</b>	Data Supplier Engagement-Onboarding	\$ _____
<b>Task II.4</b>	Data Collection Status Reports	\$ _____
<b>Task II.5</b>	Medicare Custodian	\$ _____
<b>Task II.6</b>	Medicaid Data	\$ _____
<b>Task II.8</b>	Extract, Transform, and Load (ETL)	\$ _____
<b>Task II.9</b>	Data Consolidation	\$ _____
<b>Task II.10</b>	Patient Identity Resolution	\$ _____
<b>Task II.11</b>	Provider Directory	\$ _____
<b>Task II.13</b>	Data Access	\$ _____
<b>Task II.14</b>	Value-Added Components for Analytics	\$ _____
<b>Task II.15</b>	Post-Load Quality Assurance and Validation	\$ _____
<b>Task II.16</b>	Access to the Data Management Platform	\$ _____
<b>Task II.17</b>	Maintenance and Support of Data Management Platform	\$ _____
<b>Task IV.3</b>	Analytic Reporting Platform	\$ _____
<b>Task IV.5</b>	Attribute Providers to Groups or Work Sites	\$ _____
<b>Task IV.7</b>	Quality Control	\$ _____
<b>Task IV.8</b>	Open Source or Licensed Tools	\$ _____
<b>Task IV.9</b>	Ongoing Software Maintenance	\$ _____
<b>Task IV.10</b>	Cost and Quality Consumer facing Webtool	\$ _____
<b>Annual TOTAL for Mandatory Maintenance and Operations Costs</b>		\$ _____
<b>Tasks that fall under Desirable Specifications (Optional)</b>		
<b>Task V.1</b>	Indian Health Service (IHS) Data	\$ _____
<b>Task V.2</b>	Worker's Compensation Data	\$ _____
<b>Task V.3</b>	Alternative Payment Data	\$ _____
<b>Task V.4</b>	Episodes of Care Reporting	\$ _____
<b>Task IV.5</b>	Total Cost of Care Reporting	\$ _____
<b>Task IV.6</b>	Surprise Medical Billing Benchmarking	\$ _____
<b>Task IV.7</b>	Converting Flat files to APCD CDL	\$ _____
<b>Task IV.8</b>	Ad Hoc Requests	\$ _____
<b>Task IV.9</b>	Additional Services	\$ _____
<b>Annual TOTAL for Desirable Specifications (Optional)</b>		\$ _____

## **APPENDIX H**

### **INFORMATION TECHNOLOGY REQUIREMENTS**

Offerors shall:

1. Review the information technology requirements in Table H-1 of Appendix H below and provide a statement of concurrence in that their proposed solution will meet all mandatory requirements using “Vendor Response” column outlined in Table H-1 of Appendix H by Indicating a “Yes” as concurrence in Table H-1 of Appendix H if the proposed solution meets all the functionality described in the row in the Vendor Response column. Otherwise, enter “NO”.
2. Provide information in their narrative response in the Vendor Narrative Column as to how their solution meets the requirements in the table, for all mandatory requirements and the highly desirable requirements the offeror’s solution meets.

**Table H-1: Information Technology Requirements**

The following table contains technical system requirements for the solution and its delivery.

#	Requirement	Scoring	Vendor Response	Vendor Narrative
<b>Mandatory Requirements</b>				
IT -1	All user interfaces shall be accessible via an Internet browser and not require any software to be installed on a client workstation or device except for browser software and drivers required to and similar input/ output (I/O) devices.	Pass/Fail		
IT -2	The solution shall allow direct access to the database(s) by State employees who possess the proper access rights. These employees shall be able to choose from a variety of analytical / query tools (e.g. SAS, SQL Server Management Studio, etc.)	Pass/Fail		
IT -3	The solution shall be available twenty-four (24) hours a day, seven (7) days a week, 365 days a year, except during scheduled maintenance. The Contractor shall guarantee 99.9% uptime 7 days a week, 24 hours a day, 365 days a year, exclusive of the regularly scheduled maintenance window.	Pass/Fail		
IT -4	The solution shall run on the two most recently released versions of Internet Explorer (IE), Edge (both pre and post version 78), Firefox, Chrome and Safari, including the versions that are available for Apple's IOS and Android devices.	Pass/Fail		
IT -5	The solution shall be able to operate under all of the following network configurations: Wireless connectivity Mobile hotspots Wired connectivity	Pass/Fail		
IT -6	The Contractor shall provide and maintain separate production, training, test/UAT and development environments.	Pass/Fail		
IT -7	The solution shall support Active Directory Federated Services (ADFS) Single Sign-On user access control.	Pass/Fail		
IT -8	The solution shall support configurable role-based access to control user access to the data entry system, reports and data. The Contractor shall work with the State to define mutually agreed-upon user roles and associated access rights.	Pass/Fail		
IT -9	The solution shall enforce unique usernames and ID's.	Pass/Fail		
IT -10	The solution shall provide State employee access to be controlled from NMDOH's and/or RLD's Active Directory via Active Directory Federation Services. All username and password rules will be administered in Active Directory.	Pass/Fail		

IT - 11	The solution shall comply with user account and password requirements (including length, types of required characters, expiration, etc.) for all users who do not have a NMDOH or RLD Active Directory account, according to NMDOH and RLD policies, procedures and rules as set forth by the NMDOH and RLD CSOs. The solution shall provide the capability to encrypt passwords in transmission and at rest within the system.	Pass/Fail		
IT - 12	The solution shall include a self-service password reset tool that allows a user to reset a personal password (forgotten or inactive) to unlock that user's account. The solution shall provide the capability to email password reset links to a user.	Pass/Fail		
IT - 13	The solution shall include the ability to enforce session timeouts during periods of inactivity. The solution shall provide the capability for the State to configure the maximum session inactivity time to meet NMDOH and RLD security policies.	Pass/Fail		
IT - 14	The solution shall not store authentication credentials or sensitive data in its code or unencrypted in databases or files.	Pass/Fail		
IT - 15	The solution shall meet all HIPAA audit logging standards.	Pass/Fail		
IT - 16	The solution shall provide the capability to encrypt all application data and to protect it from unauthorized use when in transit and at rest.	Pass/Fail		
IT - 17	The Contractor shall ensure that any application enhancements or upgrades do not remove or degrade security.	Pass/Fail		
IT - 18	The Contractor shall develop a security plan encompassing addressing workforce, incident reporting, and technical security of information assets throughout lifecycle (creation to destruction).	Pass/Fail		
IT - 19	The Contractor shall ensure that all software and hardware are free of malicious code.	Pass/Fail		
IT - 20	The Contractor shall ensure the application is secure against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten ( <a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a> ). The Contractor shall provide an independent, third-party validation that the application has been hardened and secured as defined by NMDOH and RLD CSOs.	Pass/Fail		

IT - 21	<p>The Contractor shall host the solution in a secure hosting environment on one of the following:  Microsoft's Azure Government,  Google Cloud Platform for Government,  Amazon's AWS GovCloud (US), or</p> <p>A facility that adheres to Uptime Institute's Tier III Concurrent Maintenance criteria as provided in <i>Tier Standard Topology</i>*. The facility must be HIPAA compliant and sign a HIPAA Business Associates Agreement (BAA). The facility shall maintain the following certifications: o  Uptime Institute's Tier III (or Tier IV) Gold Certification of Operational Sustainability  Uptime Institute's Tier III (or Tier IV) Certification of Constructed Facility.  FedRAMP Moderate Provisional Authority to Operate (P-ATO)  o DISA Level 2 Provisional Authorization (PA)  *available at: <a href="http://uptimeinstitute.com/tierpublication">http://uptimeinstitute.com/tierpublication</a></p>	Pass/Fail		
IT - 22	<p>The solution shall have the capability to meet peak performance use requirements of not less than the following number of simultaneous users: Staff – Processing applications, compliance, etc.: 150  Entities – managing inventory, product movements: 5,000  Point of Sale Terminals: 6,000  Individuals – submit and query applications online: 3,000  Laboratories – submit test results: 100</p>	Pass/Fail		
IT - 23	<p>The Contractor shall operate hosting services on a network or cloud environment offering adequate performance to meet the current and any future business requirements for the State application.</p>	Pass/Fail		
IT - 24	<p>If redundant Internet connections are not available to the Contractor, then the Internet Provider who provides the internet service to the Contractor shall have their service supplied by a vendor that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's service.</p>	Pass/Fail		
IT - 25	<p>The Contractor's network architecture shall include redundancy of routers and switches in the Data Center.</p>	Pass/Fail		
IT - 26	<p>The Contractor shall maintain the solution hardware and software in accordance with the specifications, terms, and requirements of the contract and sufficient to run the application.</p>	Pass/Fail		
IT - 27	<p>The Contractor shall repair or replace solution hardware or software, or any portion thereof, so that the system operates in accordance with the specifications, terms, and requirements of the contract.</p>	Pass/Fail		

IT - 28	The Contractor must monitor the application, database, connectivity, interfaces, and all servers with established performance checks agreed to by the State and shall automatically notify both Contractor and State application support personnel twenty-four (24) hours a day, seven (7) days a week, 365 days a year, when abnormalities are detected.	Pass/Fail		
IT - 29	The Contractor shall install and update all server patches, updates, and other utilities within sixty (60) days of their release from the manufacturer unless security risks would create a potential breach, in which case the updates shall be installed at the earliest opportunity.	Pass/Fail		
IT - 30	The Contractor shall monitor system, security, and application logs based upon mutually agreed protocols delineated in the final contract.	Pass/Fail		
IT - 31	The Contractor shall manage sharing of data resources based upon mutually agreed protocols delineated in the final contract.	Pass/Fail		
IT - 32	The Contractor shall manage daily backups, data storage, and restore operations. The Contractor shall ensure that backups are encrypted in a manner meeting minimum Federal Information Processing Standards (FIPS) 140-2 standards and that they are stored in a facility geographically separate from the Contractor's primary data center.	Pass/Fail		
IT - 33	The Contractor shall transfer a backup copy of the solution database(s) to NMDOH monthly via Secure File Transfer Protocol (SFTP).	Pass/Fail		
IT - 34	The Contractor shall notify the NMDOH and RLD CSOs of all breach of security issues via telephone and in writing within 30 minutes of becoming aware of the issue.	Pass/Fail		
IT - 35	In instances where the State requires access to the application, database or server resources, the Contractor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN) and/or appropriate database management, query and/or browser tools.	Pass/Fail		
IT - 36	The State shall have unlimited access to submit support requests to Contractor technical support staff – via phone or e-mail or help desk system – twenty-four (24) hours a day, seven (7) days a week, 365 days a year. The Contractor's response for support must conform to problem resolution escalation procedures that prioritize problems based upon mutually agreed protocols that will be delineated in the final contract.	Pass/Fail		
IT - 37	All database tables will have a unique identity field.	Pass/Fail		

IT - 38	The solution's technical architecture shall be documented and the documentation kept updated throughout the contract term. Documentation shall include all aspects of the solution stack from hardware/network platform through database, application and User Interface layers including security aspects, as applicable.	Pass/Fail		
IT - 39	The Contractor and the Procuring Agency shall identify a regularly scheduled maintenance window (such as weekly, monthly, or quarterly) during which all relevant server patches and application upgrades shall be applied (other than emergencies).	Pass/Fail		
IT - 40	The Contractor shall adhere to the NMDOH and RLD change management process of application enhancements and upgrades. The Contractor shall submit relevant Change Management Requests (CMR) no less than two (2) weeks prior to production implementation, using standard forms provided by Procuring Agency.	Pass/Fail		
IT - 41	The Contractor shall notify the State representative a minimum of two (2) business days prior to implementation of any changes and/or updates to the solution. The Contractor shall provide the State with training on any new features or changes to existing features.	Pass/Fail		
IT - 42	The Contractor shall fully support all solution hardware and software components, including the hosting infrastructure, including licensing and maintenance contracts with respective suppliers and manufacturers at all times. The Contractor shall supply all licenses necessary for functioning of applications, including all software and hardware licenses for all environments.	Pass/Fail		
IT - 43	The Contractor shall maintain a record of its activities related to repair or maintenance performed for the State, and shall report quarterly on: Server up-time All change requests implemented, including Operating System patches All critical outages reported including actual issue and resolution Number of deficiencies reported by class with initial response time and time to resolve	Pass/Fail		
IT - 44	For any outage (when a business function cannot be met by a nonperforming application and there is no work around to the problem) greater than 15 minutes, the Contractor shall provide an incident report for the interruption of service to the State. An incident report shall document, at a minimum: outage cause, solution implemented, amount of downtime, related communications, suggested support improvements, and suggested solution improvements when the solution has been brought back online. The Contractor shall provide the incident report within two (2) weeks of incident resolution.	Pass/Fail		

IT - 45	The Contractor shall allow and support the State to schedule and perform a periodic security assessment and to perform solution testing activities by internal State and external 3rd party auditor.	Pass/Fail		
IT - 46	The Contractor shall submit a Business Continuity and Disaster Recovery Plan. This plan must be tested during the UAT phase and approved by the Procuring Agencies. The plan shall be kept up to date to reflect changes to the system servers, application, supporting software, and network infrastructure. This plan will be tested at least once a year to ensure viability and meet expectations for Return Time Objectives (RTO) and Return Point Objectives (RPO).	Pass/Fail		
IT - 47	The solution shall have the ability to interface with the DOH Enterprise Master Patient Index (EMPI) based on the latest <i>New Mexico Department of Health Enterprise Master Person Index (EMPI) Bidirectional HL7 Interface Guide</i> . And the equivalent systems for RLD. At a minimum, the solution must send Patient information to the EMPI. The preference is that the solution fully integrate with the EMPI in a bi-directional manner. See page 5 of the guide for a use case flow example.	Pass/Fail		
IT - 48	The Contractor shall develop and submit a plan for State approval to address upgrades or replacement of hardware, software or network infrastructure at least two years prior to one or more of these components reaching End of Life (EOL).	Pass/Fail		
IT - 49	The Contractor shall refresh non-production databases at least every 6 months from the production database to include both application code and program data.	Pass/Fail		
IT - 50	Security and Privacy: The application shall adhere to HIPAA security and privacy specifications. The application should be protected from loss or corruption of data and corruption of software or introduction of malware, such as viruses. Access to the application and data should be role based and controlled by an industry recognized authentication method. The application should meet the following requirements: <ul style="list-style-type: none"> <li>a. provide security consistent with the functions provided;</li> <li>b. prevent unauthorized users from accessing the system;</li> <li>c. make data available to the authorized users in an expedient and secure environment;</li> <li>d. have the capability to record an unauthorized attempt in a log;</li> <li>e. will not compromise the current efforts of the DOH systems to provide physical and remote access control to DOH systems;</li> </ul>	Pass/Fail		

	<p>f. implement controls to ensure the privacy of information, individuals, and corporations are not compromised;</p> <p>g. use audit controls, electronic signatures, data encryption and other methods to assure the authenticity of transaction and other relevant data; and implement controls to ensure the authenticity of data is preserved.</p>			
IT - 51	The Contractor shall complete and provide <b>Appendix I</b> , System Hosting Evaluation Questionnaire (SHEQ) upon finalizing the awarded contract	Pass/Fail		
<b>Desirable Specifications</b>				
IT - 52	It is highly desirable that the Contractor develop, use and maintain automated test suites for smoke testing and regression testing.	5		
IT - 53	The Contractor may work with the State to set up a daily data replication process.	5		

## **APPENDIX I**

### **SYSTEM HOSTING EVALUATION QUESTIONNAIRE**

The finalist Offeror is required to provide a completed [System Hosting Evaluation Questionnaire](https://www.doit.nm.gov/resources/) (SHEQ). The current version of the questionnaire can be located by the Offeror at the following webpage: <https://www.doit.nm.gov/resources/> under the Enterprise Project Management Office (EPMO) resources tab. The SHEQ must be reviewed and approved by the Department of Information Technology (DoIT) Exception Request Committee prior to execution of the final contract.



## System Hosting Evaluation Questionnaire

FORM 22-361-EPMO-2

DATE:

AGENCY CODE:

AGENCY NAME:

PROJECT NAME:

### Questionnaire

1. Briefly describe the project's business need, project objective, and planned technical approach.

2. Will the proposed solution be hosted in a government-certified cloud? If not, include the type of cloud, such as commercial, private, or hybrid.

3. Who will have administrator access to the architecture and/or application, if applicable?

4. Describe the controls and process for administrator access.

5. Describe the different security measures defined for the solution such as user access, roles-based security, data access, and file access.

6. Is any of the following sensitive personal information collected, stored in the database, presented to users, and/or encrypted at rest/transit? Please enter Y (Yes) or N (No) for each of the associated data.

In the last column, enter the acronym of the associated compliance category if applicable.

Protected Health Information **(PHI)**

Federal Tax Information **(FTI)**

Family Medical Leave Act **(FMLA)**

Americans with Disabilities Act **(ADA)**

Payment Card Industry-Data Security Standard **(PCI-DSS)**

Protection of Pupil Rights Amendment **(PPRA)**

Health Insurance Portability & Accountability Act **(HIPAA)**

Family Education Rights & Privacy Act **(FERPA)**

Other, describe in additional rows below

Confidential or Protected Data	Collected	Stored in Database	Displayed	Encrypted at Rest	Encrypted During Transit	Confidentiality Law or Contract Provision
First & Last Name						
Date of Birth						
Address						
Social Security No.						
Driver's License No.						
Credit / Debit Card No.						
Checking / Savings Acct. No.						
Password						
Other						

7. Has agency general counsel confirmed that no law or agreement prohibits cloud storage or transit of any of the protected data to and/or from the cloud?

8. Does any law or agreement specify security protocol applicable to cloud storage or transit of any of the protected data?

9. Is intrusion detection in place for the solution? If yes, describe.

10. Are there firewalls, access control language (ACL), or virtual devices in place for separation of presentation, business and/or data layers of the proposed solution? Who is responsible for managing them? If none of the above are in place, describe why they are not required.

11. If the solution is SaaS, is there a Web Application Firewall (WAF)? If so, list what is defined in your Security Operations Center (SOC). If there is no WAF, describe why it is not required?

12. Does your solution have any batch processing? If so, explain the security measures defined.

- a. Who administers the batch process?

- b. Describe the controls and processes for creating and managing Service Accounts that are used for your batch process to access data and files.

13. Will your solution have a need to connect to the New Mexico state infrastructure for any data exchange? If so, explain.

- a. Describe the exchange mechanism for example, direct Structured Query Language (SQL) connection, Application Program Interface (API), Comma Separated Value (CSV) file, etc.).

- b. What security channel will be used for example, HTTPS, VPN, IP whitelist, etc.?

14. Describe your plans to monitor and review security logs/alerts and please identify the name and title of your agency's individual(s) who will be delegated for this task.

15. Describe identity management for example, username/encrypted password, dual-factor-authentication and/or biometric, etc. for your solution.

16. Describe encryption key management (if any) for your solution.

17. List the environments that your solution will include for example, development/test/staging. Do the security controls covered in questions 3, 4, 5, 6, 9, 10, 11, 12, 13, and 15 apply to these environment(s)? If not, explain why.

The completed Questionnaire and the following items must be emailed to [exception.requests@doit.nm.gov](mailto:exception.requests@doit.nm.gov):

1. A System Architecture Document that includes a summary of the software architecture and different tiers/layers for example, database, application, business, and presentation that are included in the solution.
2. A diagram with a written description that illustrates the platforms, networks, peripherals, hardware integration, and separation of database, application, business, and presentation tiers/ layers.
3. An independent security assessment report of the solutions and application, if applicable. If an assessment has not been conducted, please provide an estimated date for when it will be done.

Funding Type					
<input type="checkbox"/> General Fund	<input type="checkbox"/> Federal Funds			<input type="checkbox"/> Other State Funds	
Description	Initial	Recurring			Total
	FY23	FY24	FY25	FY26	
					0.00
					0.00
					0.00
<b>Total</b>	0.00	0.00	0.00	0.00	0.00

### Agency Contact(s) for Additional Information

Name:  Title:

Phone:  Email:

Name:  Title:

Phone:  Email:

### Agency Approvals

Agency Cabinet Secretary/Agency Director

Agency Chief Information Officer/IT Lead

Agency

Date

Agency

Date

### For Department of Information Technology (DoIT) Use Only

Recommendation:

### Decision by DoIT

☐ APPROVED
 ☐ DISAPPROVED

DoIT Cabinet Secretary or Designee

## **APPENDIX J**

### **CLIENT LIST FORM**

The purpose of this client list form is to document Offeror's experience relevant to **Section IV.B.** Technical Specifications, Data Management Experience; and Data Analytics, Reporting and Presentation Experience. Businesses/Organizations providing references listed in this form will not be contacted unless listed in Appendix E.

<i><b>Requirement</b></i>	<i><b>Response</b></i>
<b>Name of the Client</b>	
<b>Company Name</b>	
<b>Phone Number of the Client</b>	
<b>Email Address</b>	
<b>Physical Address</b>	
<b>Work Performed</b>	