

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

THIS Agreement ("Agreement") is made by and between the State of New Mexico, **Human Services Department**, hereinafter referred to as the "Procuring Agency" or "HSD" and **Health Management Systems, Inc.** hereinafter referred to as the "Contractor" or "HMS" and collectively referred to as the "Parties".

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Contractor has held itself out as an entity with the ability to provide the required Services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the **18-630-8000-0003 HHS 2020 Medicaid Enterprise Quality Assurance** and the Contractor's response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions.

"Acceptance" or "Accepted" shall mean the approval, after quality assurance, of all Deliverables by an Executive Level Representative of the HSD.

"Agency" means the Human Services Department.

"ASPEN" means New Mexico's Automated System Program and Eligibility Network.

"Authorized Purchaser" means an individual authorized by a Participating Entity to place orders against the Contract resulting from this procurement.

"Business Hours" means 7:30 AM through 5:30 PM Mountain Time (MT), Monday through Friday except for federal or state holidays.

"Close of Business" means 5:30 PM MT.

"CMS" means the Federal Center for Medicare and Medicaid Services, an agency of the US Department of Health and Human Services.

"Contract" means this Agreement including any Exhibits, Appendices, Statements of Work, the Business Associate Agreement, and any other attachments to this Agreement or incorporated into the Agreement by reference.

“Default” or “Breach” shall mean a violation of this Agreement by either failing to perform one’s own contractual obligations or by interfering with another Party’s performance of its obligations.

“Deliverable” shall mean the outputs of the Services under this Agreement and the Scope of Work by the Contractor as defined under this Agreement as specified in the Scope of Work.

“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.

“Desirable” means the terms "may", "can", "should", "preferably", or "prefers" identify a discretionary item or factor.

“Electronic Document Management” means document imaging, scanning and management.

“Enterprise” means the full spectrum of NM HHS systems and agencies (departments/divisions) engaged in this Project.

“Executive Level Representative” shall mean the individual empowered with the authority to represent and make decisions on behalf of the HSD's executives or his/her designated representative.

“Framework” means the fundamental structure to support the development of the HHS 2020 Solution. The Framework acts as the architectural support for the modules, services and applications, ESB, Web services, service layers, commonly shared Core Services, etc.

“HHS” means Health and Human Services and includes all State agencies delivering HHS-related services: Department of Health (DOH), HSD, Aging and Long Term Services Department (ALTSD), Children Youth and Families Department (CYFD).

“Hourly Rate” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for Contractor personnel and if appropriate, subcontractor personnel.

“HSD” means the New Mexico State Human Services Department.

“IT” means information technology.

“ITB” means Invitation to Bid as defined in statute and rule.

“IV&V” means Independent Validation and Verification as defined in Federal regulations and by the New Mexico Department of Information Technology (DoIT).

“Mandatory” means the terms "must", "shall", "will" and "required" identify a required item or factor.

“Minor Technical Irregularities” include anything in a proposal that does not affect the price, quality, quantity or any other mandatory requirement.

“MITA” means Medicaid Information Technology Architecture.

“MITA SS-A” means the MITA State Self-Assessment.

“MMIS” means the New Mexico Medicaid Management Information System that helps manage the State’s Medicaid program and Medicaid business functions.

“MMISR” means the MMIS Replacement system and Project, as explained in the RFP.

“NMSPA” means New Mexico State Purchasing Agent or the purchasing agent for the State of New Mexico or a designated representative. May be used interchangeably with **“SPA”** of State Purchasing Agent”.

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

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

“Procuring Agency” means the New Mexico Human Services Department.

“Project” when capitalized, refers to the MMIS Replacement effort, and it incorporates the HHS 2020 Framework, modules and services as defined in this RFP. It also includes all the work required to make the systems and services a reality for HSD and its partners. When **“project”** is used in a lower case manner, it refers to a discrete process undertaken to solve a well-defined goal or objective with clearly defined start and end times, defined tasks and a budget that is separate from the overall Project budget. A Project terminates when its defined scope or goal is achieved and acceptance is given by the project’s sponsor. The Project will terminate when the Framework is fully implemented, has been certified by CMS, and meets all the conditions and requirements established by the Procuring Agency.

“SCS” means CMS’ Seven Conditions and Standards.

“Services” means the services to be provided by Contractor under this Agreement as more particularly described in the RFP and any Scope of Work.

“Service-Level Agreements (SLAs)” means an agreement that defines the level of service expected from the service provider.

“Scope of Work” means a document signed by the Parties that specified (i) the obligations of

each Party; (ii) the schedule for Contractor's commencement of the services; (iii) any Deliverables; (iv) a reference to this Agreement and its Effective Date; and (v) any other information deemed necessary by the Parties.

"Software" shall mean all operating system and application software used by the Contractor or any of its permitted Subcontractors in connection with the services delivered under this Agreement.

"Solution" means any combination of design, software, services, tools, systems, processes, knowledge, experience, resources, expertise or other assets that the State, the MMIS and the respective modular contractors use or provide to meet the business needs of the Project.

"SPD" means State Purchasing Division of the New Mexico State General Services Department.

"State (the State)" means the State of New Mexico.

"State Agency" means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. "State agency" includes the Purchasing Division of the General Services Department and the State Purchasing Agent, but does not include local public bodies.

"State Purchasing Agent" means the Director of the Purchasing Division of the New Mexico General Services Department.

2. **Scope of Work.** The Contractor shall perform the Services as outlined in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference. Commencement of Deliverables 3 - 39 are predicated on MMIS production-like data from Data Services (DS).

- A. **Performance Measures.** The Contractor shall perform to the satisfaction of the HSD the Performance Measures set forth in Exhibit C, as determined within the sole discretion of the HSD. In the event the Contractor fails to obtain the results described in Exhibit C, the HSD may provide written notice to the Contractor of the Default and specify a reasonable period of time in which the Contractor shall advise the HSD of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the HSD from exercising its rights pursuant to Article 6 or Article 22.
- B. **Schedule.** The Contractor shall meet the due dates, as set forth in Exhibit A, which shall not be altered or waived by the HSD without prior written approval, through the Amendment process, as defined in Article 10.
- C. **Software License:** The Procuring Agency and Contractor agree that Contractor will not be licensing any Software to HSD under this Agreement.

D. The HSD's Rights.

1. Rights to Deliverables. The HSD will own all right, title, and interest in and to the HSD's Confidential Information, and the Deliverables, provided by the Contractor, including without limitation the specifications, the work plan, except that the Deliverables will not include third party software and the associated documentation or any Software, The Contractor will take all actions necessary and transfer ownership of the Deliverables to the HSD.
2. Rights to Data. As between Contractor and HSD, any data provided by HSD or on behalf of HSD to Contractor, or otherwise made available by HSD to Contractor is the sole property of the HSD. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the HSD's data in any manner, or provide to any entity or person outside of the HSD without the express written authorization of the HSD.

3. Compensation.

A. Payment.

The total compensation amount for Deliverables 3 through 50 as set forth in the Scope of Work (attached hereto as Exhibit A) shall not exceed \$11,069,496.00, including New Mexico gross receipts tax. This preceding amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal such amount. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided for Deliverables 3 through 50 reach the total compensation amount. In no event will the Contractor be paid for Services provided for Deliverables 3 through 50 in excess of the total compensation amount without this Agreement being amended in writing prior to the services being performed by the Contractor in excess of the total compensation amount

For clarity, the total compensation amount specified in the preceding paragraph does not apply to the separately Invoiced Items and Services as identified in Deliverable 1: Third Party Liability (TPL) and Deliverable 2: Management of Recovery and Audit Responsibilities – Recovery Audit Contractor (RAC) which shall be paid in accordance with Exhibit D, Contingency Fee Schedule, percentage is inclusive of New Mexico gross receipts tax.

The Optional Deliverable Managed Care Performance (MCP) Solution compensation will be determined in the event that HSD exercises its right to have Contractor perform Managed MCP Solution services.

B. Taxes. The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

C. Fixed Price Deliverables.

1. Compensation Schedule. The HSD shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A.

2. Payment. Payment shall be made upon Acceptance of each Deliverable according to Article 4 and upon the receipt and Acceptance of a detailed, certified payment invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All payment invoices MUST BE received by the HSD no later than fifteen (15) days after the end of the fiscal year in which Services were delivered. Payment invoices received after such date WILL NOT BE PAID.

3. Taxes. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the HSD harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Recovery/Incentive Payments.

1. The HSD shall compensate the Contractor in accordance with Section 27-2-29.1 NMSA 1978, relating to compensation under contingent fee contracts. All amounts received by the Contractor as satisfaction of claims shall be transferred to the HSD and deposited into the HSD reimbursement suspense fund to the credit of the HSD.

2. The Contractor is entitled to payment only after recovery from sources and activities as defined in the Scope of Work. The HSD will pay the Contractor a percentage of the revenues generated as a direct result of the Contractor's activities, as described in Exhibit D, Contractor Contingency Fees, attached hereto, and incorporated herein by this reference. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the Contractor, as applicable. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below, to approval by the DFA and to any negotiations between the parties if such negotiations are otherwise provided for pursuant to this Agreement. The Contractor may invoice the State

(and will be paid by the State) for recoveries received up to six months after the end of the term of the contract that resulted from work done by the Contractor during the term of the contract. Invoices received after such date WILL NOT BE PAID.

3. Payment. The Contractor must submit a detailed statement accounting for all Services performed and expenses incurred. *If* the HSD finds that the Services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the Services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the HSD that the Services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the HSD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

4. Taxes. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the HSD harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

E. Performance Bond. Contractor shall execute and deliver to HSD, contemporaneously with the execution of this Agreement, a Performance Bond in the amount of ***one million dollars (\$1,000,000)*** in the name of the HSD. The Performance Bond shall be in effect for the duration of this Agreement and any renewals thereof. The required Performance Bond shall be conditioned upon and for the full performance, Acceptance and actual fulfillment of each and every Deliverable, material term, condition, , and obligation of the Contractor arising under this Agreement. The HSD's right to recover from the Performance Bond shall include all costs and damages associated with the transfer of Services provided under this Agreement to another Contractor or to the State of New Mexico as a result of Contractor's failure to perform.

4. Acceptance.

A. Submission. Contractor will make the Deliverable(s) available for use by HSD on the due date for the Deliverable(s) as required in Exhibit A, Scope of Work. Additionally, if required by the HSD, the Contractor will submit any draft versions of the Deliverable(s), or portions thereof, on a date or schedule approved by the HSD.

Upon written acceptance by the HSD of the final Deliverable(s) submitted by the Contractor, as set forth in Article 2 and Exhibit A, Contractor shall submit to HSD a Payment Invoice with a description of the Deliverable(s). Each Payment Invoice shall be for an amount up to the not-to-exceed fixed Deliverable(s) price as set forth in Article 2 and Exhibit A.

B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative, shall determine if the final Deliverable(s) provided meets specifications. No payment shall be made for any final Deliverable until the individual final Deliverable that is the subject of the payment invoice has been Accepted, in writing, by the Executive Level Representative. To Accept the Deliverable(s), the Executive Level Representative, in conjunction with the Project Manager, will assess the quality assurance level of the Deliverable(s) and determine, at a minimum, that the Deliverable(s):

1. Complies with the Deliverable(s) requirements as defined in Article 2 and Exhibit A;
2. Complies with the terms and conditions of procurement *18-630-8000-0003 HHS 2020 Medicaid Enterprise Quality Assurance*;
3. Meets the performance measures for the Deliverable(s) and this Agreement;
4. Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
5. Complies with all the requirements of this Agreement.

If the final Deliverable(s) is deemed Acceptable under quality assurance by the Executive Level Representative or their Designated Representative, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within 15 Business Days from the date the Executive Level Representative receives the Deliverable(s). For purposes of this Agreement a "Business Day" means any day that is Monday through Friday excluding holidays on which the State's offices are closed.

C. Rejection. Unless the Executive Level Representative gives notice of rejection within the 15 Business Day Acceptance period, the final Deliverable(s) will be deemed to have been Accepted.

If the final Deliverable(s) is deemed unacceptable under quality assurance, 15 days from the date the Executive Level Representative receives the final Deliverable(s) and accompanying Payment Invoice, the Executive Level Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection.

Upon rejection and receipt of comments, the Contractor shall have ten (10)

Business Days to resubmit the final Deliverable(s) to the Executive Level Representative with all appropriate corrections or modifications made and/or addressed. The Executive Level Representative will again determine whether the final Deliverable(s) is Acceptable under quality assurance and will provide a written determination within 15 Business Days of receipt of the revised or amended Deliverable(s).

If the final Deliverable(s) is once again deemed unacceptable under quality assurance and thus rejected, the Contractor shall provide a remediation plan that shall include a timeline for corrective action acceptable to the Executive Level Representative. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the final Deliverable(s) under the terms of this Agreement and available at law or equity.

In the event that a final Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed in breach of this Agreement. The HSD may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the HSD may terminate this Agreement.

5. Term.

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT AND GENERAL SERVICES DEPARTMENT, CONTRACTS REVIEW BUREAU (CRB) (the "Effective Date"). This Agreement shall remain in effect for four (4) years from the Effective Date, unless terminated pursuant to Article 6. Thereafter, the parties may enter into four (4) one-year extensions, for a total possible term of eight (8) years. This Agreement falls within the exception to the four-year limitation, established by NMSA 1978, § 13-1-150(B)(1) for services required to support or operate federally certified Medicaid, financial assistance and child support enforcement management information or payment systems.

6. Termination.

A. Grounds. The HSD may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the HSD's uncured, material breach of this Agreement in accordance with Section 6 C below.

B. Change in Law/Appropriations. By the HSD, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature for the performance of this Agreement or at the direction of CMS. The HSD's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Without limiting the generality of the preceding sentences of the section, nothing in this section shall preclude Contractor from exercise its termination rights in accordance with Section 7 and Section 10.B below.

C. Notice; Opportunity to Cure for Cause

1. Except as otherwise provided in Paragraph (C)(4), the HSD shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Contractor's alleged material breaches of this Agreement upon

which the termination is based and (ii) state what the Contractor must do to cure such material breaches.

2. Contractor shall give HSD written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the HSD's material breaches of this Agreement upon which the termination is based and (ii) state what the HSD must do to cure such material breaches.

3. A notice of termination shall only be effective (i) if the receiving Party does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the receiving Party does not, within the thirty (30) day notice period, notify the issuing Party of its intent to cure and begin with due diligence to cure the material breach.

4. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the Services contracted for, as determined by the HSD; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Subsection B, above, "Change in Law/Appropriations", of this Agreement.

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

7. Appropriations.

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

8. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement,

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

9. **Conflict of Interest; Governmental Conduct Act.**

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or Services required under the Agreement.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
 1. in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;
 2. this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
 3. in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Procuring Agency's making this Agreement;
 4. this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a

substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

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

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

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

10. Amendment.

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

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

11. Penalties for violation of law.

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

12. Equal Opportunity Compliance.

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

13. Workers Compensation.

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

14. Applicable Law.

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

15. Records and Financial Audit.

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

16. Invalid Term or Condition.

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

17. Enforcement of Agreement

A party's failure to require strict performance of any provision of this Agreement shall not

waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

18. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.

19. Notices.

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

To the HSD:

Jade Hunt
Human Services Department
Medical Assistance Division
39A Plaza la Prensa
Santa Fe, NM 87507
JadeN.Hunt@state.nm.us

With a copy to:
ATTN: Office of the General Counsel
P.O. Box 2348
Santa Fe, NM 87504

To the Contractor:

Cristhian Bermudez
5615 High Point Drive
Irving, Texas 75038
cbermudez@hms.com

With a copy to the same address to:
ATTN: Office of the General Counsel

20. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

21. Headings

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

22. Default/Breach.

Notwithstanding anything to the contrary in this Agreement, in case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting reasonable excess costs and/or damages, as referenced in Section 24 below, and the Procuring Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

23. Equitable Remedies.

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's seeking from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to seek equitable relief pursuant to this Agreement shall 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.

24. Liability

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property at any time, in any way, if and to the extent that the injury or damage was caused by or due to the fault or negligence of the Contractor or a defect of any equipment provided or installed, provided in whole or in part by the Contractor pursuant to the Agreement. Contractor shall not be liable for damages arising out of, or caused by, alterations made by the HSD to any equipment or its installation or for losses caused by the HSD's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and/or employees of the HSD or the State of New Mexico, or any remedy that may exist under law or equity in the event a defect in the manufacture or installation of the equipment, or the negligent act or omission of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS AGREEMENT, CONTRACTOR'S SOLE AND AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, EXPECT FOR THOSE SPECIFIED BELOW, LOSSES, OR LIABILITIES ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE SERVICES PERFORMED

BY HMS PURSUANT TO THIS AGREEMENT, WILL IN NO EVENT EXCEED THE FEES ACTUALLY PAID TO CONTRACTOR IN THE PRECEDING TWELVE (12) MONTH PERIOD FOR THE SPECIFIC SERVICE GIVING RISE TO THE LIABILITY AND ASSOCIATED WITH SERVICES PROVIDED.

With respect to any claims that arise due to any breach of privacy or security requirements related to Confidential Information, the Contractor's entire liability for all such claims shall be limited to the following damages, in an aggregate amount not exceed \$30,000,000:

- a. government fines and penalties;
- b. costs of providing legally required notifications to affected individuals;
- c. costs of providing notice to government agencies, credit bureaus, and/or other required entities;
- d. credit monitoring and identity theft protection costs for affected individuals;
- e. call center support for such affected individuals;
- f. third party claims raised by affected data subjects; and
- g. other benefits provided to affected data subjects to the extent such benefits are reasonable and customary for a public company in responding to a data security breach.

25. New Mexico Employees Health Coverage.

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

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://bewellnm.com>.

26. Employee Pay Equity Reporting.

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If contractor has 250 or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar

year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreement, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this Clause. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

27. Indemnification.

Subject to Section 24 above, the Contractor shall defend, indemnify and hold harmless the Procuring Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors, or agents resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has performed or is performing Services pursuant to this Agreement. In the event that any action, suit or proceeding related to the Services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than five (5) days after it receives notice thereof, notify the legal counsel of the Procuring Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

28. Default and Force Majeure.

Subject to Section 6 C. (Notice; Opportunity to Cure) above, the State reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the State, if the Contractor fails to meet the provisions of this Agreement and, subject to Section 22 (Default; Breach) and Section 24 (Liability) above, to hold the Contractor liable for any excess cost occasioned by the State due to the Contractor's default. The Contractor shall not be liable for any

excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or Services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

29. Assignment.

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

30. Subcontracting.

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

31. Inspection of Plant.

The State Purchasing Agent or agency or entity that is a party to this Agreement may inspect, at any reasonable time during Contractor's regular business hours and upon at least sixty (60) days prior written notice unless exigent circumstances exist, in which case the nature of the circumstance shall dictate the notice period the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

32. Warranties.

A. Contractor represents and warrants to the HSD: (i) it has the full corporate power and authority to enter into this Agreement and perform its obligations hereunder; (ii) it has the necessary rights to enter into this Agreement and perform its obligations hereunder; (iii) this Agreement is a binding obligation upon it and, when signed by both Parties, is enforceable in accordance with its terms; and (iv) it will materially comply with all applicable laws in the course of performing its obligations and exercising its rights under this Agreement.

B. Services Warranty. Contractor warrants that (i) it shall perform the Services in good faith and in a professional and competent manner to standards not less than those generally accepted in the industry and (ii) as of delivery thereof, Deliverables shall conform in all material respects to the written requirements specified in the Scope of Work and this Agreement. If Contractor breaches the foregoing warranty, as the HSD's sole and exclusive remedy Contractor shall correct or revise any such non-conformities.

C. Disclaimer of Warranty. EXCEPT FOR THE FOREGOING WARRANTIES, THE SERVICES ARE PROVIDED "AS IS." THE WARRANTIES EXPRESSLY INCLUDED

HEREIN ARE IN LIEU OF, AND CONTRACTOR EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY WAIVED BY CLIENT.

33. Reserved Condition of Proposed Items.

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

34. Release.

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

35. Confidentiality.

Any Confidential Information provided to the Contractor by the Procuring Agency, or provided by the Contractor to the Procuring Agency, or developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. In the event that Contractor determines that it not feasible to return all Confidential Information, Contractor agrees to continue to protect such Confidential Information pursuant the terms of this Agreement until such time as the Confidential Information is returned or destroyed, and to make no further use of the Confidential Information.

36. Contractor Personnel.

- A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Cristhian Bermudez, Program Director

- B. Personnel Process in the Event of Replacement or Diversion.

1. The Contractor agrees that no Key Personnel shall be diverted or replaced within the first year of the performance of this Agreement, except for a catastrophic event such as illness, accident or death.

2. If thereafter, one or more of the Key Personnel, for any reason, becomes or is expected to become unavailable for work under this Agreement for a continuous period exceeding twenty (20) business days, the Contractor shall immediately notify HSD and shall submit a written replacement request to HSD. Such request shall provide a detailed explanation of the circumstances necessitating the proposed substitution. The replacement request shall contain a complete resume for the proposed substitute, as well as any other information requested by HSD that HSD deems necessary to evaluate the appropriateness of the proposed substitution and the impact of any such substitution on the performance of the Agreement. Additionally, HSD shall, upon request, be provided with a timely opportunity to interview the proposed substitute before the substitute joins the project.
 3. If, in the sole discretion of HSD, it is determined that one or more Key Personnel who have not been replaced or diverted are devoting substantially less effort to the work than originally anticipated, or if any one or more of the Key Personnel are not, in the sole opinion of HSD, meeting HSD's performance requirements, HSD shall so notify the Contractor. Upon receipt of a notification of request for replacement from HSD, the Contractor shall follow the replacement request process appearing above.
 4. Under no circumstances shall Contractor divert or otherwise replace Key Personnel without the prior written consent of HSD. In the event that any substitution of Key Personnel becomes necessary for any reason discussed above, or for any other reason, Contractor must complete the above replacement request process and must obtain the written approval of HSD, in such a manner as to ensure that prior approved substitute Key Personnel will be in place within ten (10) business days of the receipt of the replacement request notification by either the Contractor or HSD, unless otherwise agreed to in writing by HSD. Changes of Key Personnel pursuant to this Article shall not be subject to the amendment process of Article 10 herein.
- C. Non-Key Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification; personnel may be replaced only with prior approval by HSD's Executive-Level Representative. For all personnel, the HSD reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to HSD approval. The HSD, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall take all necessary steps to find an acceptable and appropriate replacement person, and shall include in its status reports information on its efforts and progress in finding replacement(s) and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel.

- D. The HSD reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the HSD, meeting the HSD's expectations. Such personnel changes shall not be subject to the amendment process of Article 10 herein.

37. Incorporation by Reference and Precedence.

This Agreement, inclusive of any attached exhibits, schedules, or appendices, including but not limited to those specifically listed below, constitutes the entire Agreement among the parties. All agreements, covenants and understanding between the Parties have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement. The terms and conditions as stated in the main body of this Agreement have precedence over any potentially conflicting terms and conditions in any exhibits, schedules, or appendices attached hereto, except where the Federal Supremacy clause requires otherwise.

In the event of any conflict among the documents and materials, the following order of precedence shall apply:

1. The terms and conditions of this Agreement and its Exhibits;
2. The requirements as described in the *Request for Proposal 18-630-8000-0003 Health and Human Services 2020 – Medicaid Enterprise Management Information System, Quality Assurance - and any RFP amendments issued*;
3. The Services offered in the proposal submitted by the Contractor in Response to *RFP 18-630-8000-0003 Health and Human Services 2020 – Medicaid Enterprise Management Information System, Quality Assurance*.

38. Inspection of Goods.

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

39. Inspection of Services.

If this Agreement is for the purchase of Services, the following terms shall apply.

A. The Contractor shall provide and maintain an inspection system acceptable to the State Purchasing Agent or other party to this Agreement covering the Services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the State Purchasing Agent or other party to this Agreement

during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

B. The State Purchasing Agent or other party to this Agreement has the right to inspect and test all Services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The State Purchasing Agent or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the State Purchasing Agent or other party to this Agreement performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the Services do not conform with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may require the Contractor to re-perform the Services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in Services cannot be corrected by re-performance, the State Purchasing Agent or other party to this Agreement may:

1. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
2. reduce the Agreement price to reflect the reduced value of the Services performed.

E. If the Contractor fails to promptly re-perform the Services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may:

1. by Agreement or otherwise, perform the Services, and, subject to Section 22 (Default; Breach) and Section 24 (Liability) above charge to the Contractor any cost incurred by the State Purchasing Agent or other party to this Agreement that is directly related to the performance of such service; or
2. terminate this Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE PARTIES' TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

40. Insurance.

If the Services contemplated under this Agreement will be performed on or in State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for

all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:

1. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
2. Property damage or combined single limit coverage: \$1,000,000.
3. Automobile liability (including non-owned automobile coverage): \$1,000,000.
4. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department to other party to this Agreement as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

41. Arbitration.

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

42. Performance.

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

A. All work will be performed under the supervision of the Contractor or the Contractor's employees.

B. The Contractor agrees that, if Federal Tax Information (FTI) is introduced into Contractor's information systems, work documents, and /or other media by written agreement, any FTI as described in 26 U.S.C. § 6103, limited to FTI received from, or created on behalf of HSD by Contractor; Protected Health Information (PHI) as defined in 45 C.F.R. § 160.103, limited to PHI received from or created on behalf of HSD by Contractor; or Personally Identifiable Information (PII) as defined by the National Institute of Standards of Technology, limited to PII received from or created on behalf of HSD by Contractor pursuant to the Services; collectively referred to herein as Confidential Information made available to Contractor, it shall be used only for the purpose of carrying out the provisions of this contract. Confidential Information contained in such material shall be treated as confidential and will not be divulged or made known in any manner to any person or entity except as may be necessary in the performance of this contract. Inspection by, or disclosure to, any person or entity other than an officer, employee, or Business Associate is prohibited.

C. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection by the Contractor as required for the source material.

D. The Contractor certifies that the data processed during the performance of this Agreement will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all electronic data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosure

E. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the HSD or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the HSD, or his or her designee, with a statement containing the date of destruction, description of material destroyed, and the method used.

F. All computer systems processing, storing, or transmitting Confidential Information including FTI must meet the requirements defined in IRS Publication 1075 (but only if Return Information as defined in 26 U.S.C. § 6103 is introduced into Contractor's information systems or word documents and HSD provides Contractor with at least 60 days advance notice that such information is being provided to Contractor), HIPAA Privacy Rule (45CFR Part 160 and Subparts A and E of Part 164), HIPAA Security Rule (45C.F.R. Part 160 and Subparts A and C of Part 164); and/or any other federal requirements that may apply to this contract. To meet functional and assurance requirements, the security features of the environment must provide security across relevant managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Confidential Information.

G. Work under this Agreement that requires access to FTI will not be subcontracted without prior written approval of the IRS and HSD (and for work that involves Confidential Information that does not include FTI, the Contractor must obtain prior written approval only from the HSD).

H. The Contractor will maintain a list of employees with authorized access to Confidential Information. Such list will be provided to the HSD and, upon request, to the IRS reviewing office.

I. All incidents affecting the compliance, operation, or security of the HSD's Confidential Information including FTI must be reported to the HSD. The Contractor shall notify the HSD of any instances of security or privacy breach issues or non-compliance promptly upon their discovery, but no later than a period of three (3) business days (as stated above). Notification shall include a description of the privacy and security non-compliance issue and corrective action planned and/or taken.

J. The Contractor must provide the HSD with a summary of a corrective action plan (if any) to provide any necessary safeguards to protect PII from security breaches or non-compliance discoveries. The corrective action plan must contain a long-term solution to possible future privacy and security threats to Personally Identifiable Information (PII). In addition to the corrective action, the Contractor must provide updates as to the progress of all corrective measures

taken until the issue is resolved. The Contractor shall be responsible for all costs of implementing the corrective action plan.

K. The HSD will have the right to seek remedies consistent with the liability terms of this Agreement and/or terminate the Agreement if the Contractor and/or Business Associate fails to provide the safeguards or to meet the security and privacy requirements to safeguard FTI, PHI, and PII as described above, consistent with the liability and/or termination clauses herein.

L. All client files and patient records created or used to provide Services under this Agreement, as between the parties, are at all times property of HSD. Subject to Sections 15 (Records and Financial Audit) and 35 (Confidential Information) and upon HSD's request, all such client files and patient records shall be returned to HSD upon HSD's request or no later than the final agreed upon termination date of this contract.

M. HSD Personally Identifiable Information (PII) cannot be accessed by HSD employees, agents, representatives, or contractors located offshore, outside of the United States territories, embassies, or military installations. Further, HSD PII may not be received, processed, stored, transmitted, or disposed of by information technology (IT) systems located offshore.

43. Criminal/Civil Sanctions

A. Each officer or employee of the Contractor to whom returns or return information is or may be disclosed will be notified in writing by the Contractor that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Contractor shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by Internal Revenue Code (IRC) Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

B. Each officer or employee of the Contractor to whom returns or return information is or may be disclosed shall be notified in writing by the Contractor that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as one (1) year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case

of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

C. Additionally, it is incumbent upon Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C.552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to HSD records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

D. Granting access to FTI, PHI, and/or PII must be preceded by certifying that each individual understands HSD's applicable security policy and procedures for safeguarding the IRS information, PHI, and/or PII. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in a file for the HSD's review. As part of the certification and at least annually afterwards, Contractor will be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see *Exhibit 4 of Pub 1075, Sanctions for Unauthorized Disclosure*, and *Exhibit 5 of Pub 1075, Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches (See Section 10 of IRS Publication 1075). For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

44. Inspection.

The IRS and HSD, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with Confidential Information under this Agreement for compliance with requirements defined in IRS Publication 1075 (IRS Publication 1075 requirements applicable only if any FTI/Return Information is provided to Contractor pursuant section 42), and other applicable federal regulations. If applicable, the IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

45. Contractor's Responsibility for Compliance with the Laws and Regulations to Information Technology

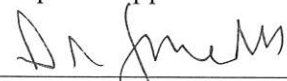
The Contractor agrees to monitor and control all its employees, subcontractors, consultants, or agents performing the Services under this PSC in order to assure compliance with the following

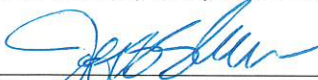
regulations and standards insofar as they apply to Contractor's processing or storage of HSD's IRS and other Confidential data:

1. The Federal Information Security Management Act of 2002 (FISMA);
2. The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
3. The Health Information Technology for Economic and Clinical Health Act (HITECH Act);
4. IRS Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies to include any Service Level Agreement requirements;
5. Electronic Information Exchange Security Requirements, Guidelines, And Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration; and
6. NMAC 1.12.20, et seq. "INFORMATION SECURITY OPERATION MANAGEMENT".


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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below:

By:  Date: 10/16/19
David Scrase, MD, HSD Cabinet Secretary

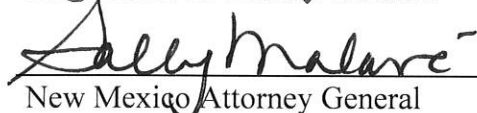
By:  Date: 10/9/19
Jeffrey Sherman, EVP, Chief Financial Officer and Treasurer
Health Management Systems, Inc.

By:  Date: 10/10/19
Danny Sandoval, HSD Chief Financial Officer

By:  Date: 10/16/19
Sean Pearson, HSD Chief Information Officer


Approved for legal sufficiency:

By:  Date: 10/15/19
HSD Office of General Counsel

By:  Date: 10/28/2019
New Mexico Attorney General
In accordance with 27-2-29.1 NMSA 1978 *as to Deliverables 1 and 2 only.*

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

CRS ID Number: 02-958489--002 Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

By:  Date: 10/17/19
Tax and Revenue Department Representative

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

By:  Date: 10-23-19
Vincent Martinez, DoIT Secretary

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

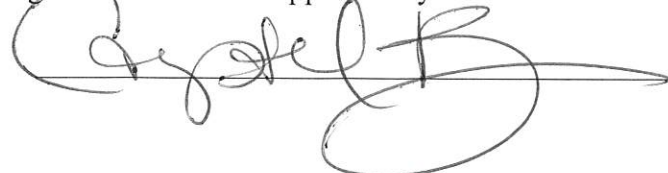
By:  Date: 11/4/19

EXHIBIT A - STATEMENT OF WORK (SOW)

I. Purpose of this Agreement:

The purpose of this Agreement is to obtain services of the Contractor to configure, provide, and operate the Quality Assurance (QA) module of the New Mexico (NM) Medicaid Management Information System Replacement (MMISR)

Solution to meet the Procuring Agency business needs. QA module must integrate with the System Integrator (SI) Solution which consists of a highly reliable, loosely coupled, secure SOA-compliant integration platform for all of HHS 2020 that will provide systems migration capability, core shared services and an ongoing operational monitoring and management capability. The QA Contractor shall adhere to all standards established by the SI Contractor and approved by the Procuring Agency for integration, interoperability, security, Single Sign On (SSO) and transmission of data. The Contractor must exchange data using the SI's ESB and acknowledge the data belongs to the Procuring Agency.

The Contractor ("Contractor") shall provide all required services for four (4) essential business component areas: 1) Program Integrity (PI) support, including Third-Party Liability (TPL), Fraud and Abuse Detection Services (FADS), and audit coordination and compliance; 2) Management of Recovery and Audit responsibilities; 3) Quality Reporting; and 4) Coordination of efforts and projects with the HSD Office of Inspector General (OIG) and the Medicaid Fraud Control Unit (MFCU) of the Office of the Attorney General (OAG). The Contractor's business services shall provide the processes, tools and skills to deliver on all of the QA components.

The Centers for Medicare and Medicaid Services (CMS), the primary funding entity for the MMISR Project, has identified, in the Medicaid Enterprise Certification Toolkit (MECT), certain Critical Success Factors (CSFs) that are applicable for MMIS certification. The Contractor shall deliver the services that will meet the requirements outlined in this Statement of Work, and detailed in APPENDIX H of the RFP, and the CSFs for each QA component. The requirements and CSFs apply across the HHS 2020 Enterprise, not just to Medicaid.

Certified Project Name: MMIS Replacement (MMISR)

The CMS Critical Success Factors (CSFs) will be used to meet CMS certification and achieve optimal Federal matching funds for the services. The Contractor shall assist the Procuring Agency with obtaining optimal Federal funding and enhanced matching funds by achieving CMS Certification for those MITA business processes and checklist requirements for which the Contractor is responsible. The Contractor shall supply the tools, services and functionality that will enable it and the State to comply with the following CSFs.

CSF TPL1: Identification and maintenance of Third-Party Liability (TPL) resources are provided when needed; and
CSF TPL2: Maximum cost avoidance and reimbursement is obtained for Medicaid Members covered by other insurance.
CSF PI 1: Improve delivery of health care services and the integrity of the Medicaid program by reducing waste, fraud and abuse through analysis of Providers;
CSF PI2: State utilizes automated reports for fraud and abuse analysis and investigations; and
CSF PI3: State analyzes program trends and directions in Provider, Member and service utilization and expenditure patterns.
CSF CM5: State makes accurate payment for services provided to enrolled Members to Providers and Managed Care Organization (MCO) within established time parameters;
CSF CM7: State monitors quality and cost of care provided to enrollees in managed care;
CSF CM16: State uses encounter records and system generated reports for MCO performance and Contractor monitoring;
CSF CM17: State identifies services covered under capitation premiums and blocks duplicate fee-for-service and supplemental payments to Providers;
CSF CM21: State supports specific functions, as applicable, related to the administration of Section 1115 Waivers;
CSF CM27: State ensures services are provided as described in the individual's approved plan of care; and
CSF CM29: The system provides the State with program data necessary to satisfy Federal Medicaid reporting requirements, monitor utilization and assess quality and cost of care provided to Members.
CSF PI3: State analyzes program trends and directions in Provider, Member and service utilization and expenditure patterns.
CSF CM7: State monitors quality and cost of care provided to enrollees in managed care;
CSF CM29: The system provides the State with program data necessary to satisfy Federal Medicaid reporting requirements, monitor utilization, and assess quality and cost of care provided to Members;

CSF DSS1: State analyzes Medicaid program costs and trends to predict impact of policy changes on programs; and
CSF DSS3: State analyzes Provider performance to show extent of participation and service delivery
CSF CM29: The system provides the State with program data necessary to satisfy Federal Medicaid reporting requirements, monitor utilization, and assess quality and cost of care provided to Members;
CSF PI2: State utilizes automated reports for fraud and abuse analysis and investigations.

II. Performance Measures:

Under the Accountability in Government Act, the NM Legislative Finance Committee (LFC) evaluates agency performance based on consistency with the agency strategic plan. The products and services procured under this Agreement must support those goals and the Agreement is in furtherance of the purpose described above and the Contractor is accountable to the agency to meet the Contractor Performance Measures and standards that follow.

A. Human Services Department Performance Measures

The Contractor work processes and delivered products and services will be aligned to support and enhance the HSD's major goals and objectives:

Goal 1: Promote Self-Sufficiency of our Recipients

- The automation and accuracy of the MMISR solution will aid in the provision of appropriate enabling services to the recipients of HSD's programs.

Goal 2: Slow the Growth Rate of Health Care Costs and Improve Health Outcomes

- The MMISR solution will create efficiencies of processes supporting the delivery of services and the accuracy of retrospective review of related outcomes.

Goal 3: Implement Person-Centric Service Models

- The accuracy and comprehensiveness of person-specific data attributes will enhance client identification, eligibility determination and service accessibility.

Goal 4: Improve Administrative Effectiveness and Simplicity

- The MMISR solution will increase accountability of processes for clients, providers and HSD staff through simplification of processes and more in-depth review of programs.

B. Performance Measures

The Contractor will provide professional design, development, implementation, maintenance, operation, integration and project/program management services for its module, coordinate with the same services in the other project modules and demonstrate experience, knowledge and the capacity necessary to perform the services

described in this agreement.

The Contractor will perform all services in a manner of excellence acceptable to HSD, in accordance with agreed to performance standards, and subject to Liquidated Damages, as defined in Exhibit C.

The MMISR Solution must be:

1. Modular:

Use a modular approach that is design-independent and has modules that can be changed without extensive impact. The modular approach is intended to create a framework aligned with Medicaid Information Technology Architecture (MITA) Version 3.0, which supports New Mexico's goal of operating Medicaid functions at a MITA maturity level 4 in all business and technical areas, as outlined in the 2015 MITA State Self-Assessment.

2. Compliant with Federal Standards:

Comply with the CMS Conditions and Standards; promote the use of industry standards for information exchange and interoperability and provide a seamless business services environment for users. The Medicaid Management Information System (MMIS) must comply with CMS MITA 3.0 requirements as well as with all other applicable Federal requirements and standards.

3. Eligible for Maximum Federal Financial Participation (FFP):

The system must be designed and implemented to qualify for and secure enhanced FFP for development, implementation and operation of the MMISR. Development and implementation of the modular MMISR Solution must be done in a way to ensure CMS certification. Contractor must support the State in maintaining eligibility for FFP for the design, development, installation and enhancement of mechanized claims and encounter processing and information retrieval, as specified under 42 CFR 433.112, by implementing a modernized system that meets the certification conditions specified by Federal regulation.

4. Tools Driven:

Provide information management and business intelligence tools to assist the State in effectively managing Medicaid and related health and human service programs.

5. Adaptable:

The MMISR Solution is intended to encompass technology-enabled elements and services as well as Business Process Outsource (BPO) modules. The State's goal in adopting this approach is to provide an extensible, flexible and soundly designed framework that can adapt over time to changing programmatic needs, solution approaches and technologies. The MMISR Solution must be standards based to facilitate interoperability and maintainability. The State seeks to implement a flexible, rules based, modular, configurable Solution to enhance

decision-making and increase management efficiencies. The State seeks to use Service Oriented Architecture (SOA) principles to deliver interoperability to support modernization and enable continual Enterprise evolution to meet evolving business needs. In addition, the State seeks a highly configurable and flexible system that can enable the expansion of technological capabilities to other State and Federal agencies and incorporates the capability to take timely advantage of changing technology.

6. Sustainable:

Working hand-in-hand with the adaptability objective, the State seeks a MMISR Solution that can be efficiently sustained and affordably maintained throughout its life, while offering enhanced program support and customer experience. It is imperative that a balance is achieved to deliver a modular and extensible networked system while sustaining quality data, integrity of Medicaid program operations (and those of other HHS Enterprise participants) and offering adaptability to meet changing needs.

7. Analytics Friendly:

The new MMIS will include an Enterprise Data Services (EDS) component encompassing business intelligence, analytics and use of a Master Data Management (MDM) tool. The goal of this component is for the State to have ready and flexible access to accurate, timely information needed to support reporting, to support insightful management of the Medicaid Enterprise, to evaluate performance, to enable cost savings, to inform policy and process decisions and to enable population health management and outcomes focused approach to benefit delivery and management.

8. Service Focused:

Technology based modules should be modifiable by user configuration, rather than through constant custom coding that would result in yet another one-off MMIS. Modules should offer adaptable services that can take advantage of evolving technology and/or expanded capacity and that allow Commercial-Off-The-Shelf (COTS) products to be installed, integrated and upgraded through scheduled releases when such installations are appropriate and to the State's advantage.

Contractor will follow all Enterprise Project Management Plans and Deliverables:

- Use Established HSD Plans - The QA Contractor will use and implement into its own management processes, the suite of project management plans suggested or required by the CMS, the NM DoIT, and the Project Management Institute (PMI), which has been created internally and jointly with the SI Contractor and EPMO. The Contractor will review and provide updates to each of these plans that address how the Contractor's standard processes, technical staff, PMO and other resources will be integrated with those of the State MMISR project team.
- Deliverable Development and Review – The QA Contractor will follow HSD's

deliverable development and review process for agreed upon Deliverables, which is intended to ensure a shared understanding of deliverable scope and content from inception (e.g., Deliverable Expectation Document (DED)) and throughout

The Contractor shall design, develop, and implement comprehensive Quality Reporting services according to the specifications proposed by the Contractor and accepted by the Procuring agency.

completion of a final product.

- Addendums – The QA Contractor will create addendums to specified HSD standard plans to contribute detail specific to the QA Module scope of work. These required addenda are specified in the deliverables table that follows.
- Program and Project Management Services – The QA Contractor will execute processes and provide resources necessary to efficiently and effectively conduct the management services described in each of the management plans. The Contractor will report progress and accomplishments of these services in a monthly status report. Contractor accountability will be accomplished via determination of whether to pay for the monthly deliverable in full, based on the effectiveness of their project and program management activities. Standards and Templates - Most of the management plans have a corresponding, prescribed template or content description from CMS, the HSD or other state agencies. The QA Contractor is required to use and comply with these templates and guidance. The HSD deliverables review teams will monitor all deliverables for compliance.

III. Contractor Services:

Contractor shall provide the following for primary functions of the Q&A Module.

A. **Quality Reporting Services:**

1. The Contractor's Quality Reporting tools and services must meet all federal standards for certification through meeting the specifications accepted by the Procuring Agency to support the performance of activities to pursue quality initiatives that are mandated by Federal and State regulation and policy.
The Contractor's Quality Reporting tools and services must meet all federal standards for certification through meeting the specifications accepted by the Procuring Agency to support the performance of activities to pursue quality initiatives that are mandated by Federal and State regulation and policy.
2. The Contractor shall capture, manage, distribute, and maintain quality reports from data within the Enterprise as well as from required external sources.
3. The Contractor shall provide configurable quality reporting services that integrate with the procuring agencies-specific data, including but not limited to trends and predictive analysis.

4. The Contractor shall enable the Procuring Agency to improve Member outcomes and efficiencies for State Programs by accessing, utilizing, and annually updating, if needed, the nationally recognized externally published quality information for reporting purposes. After the initial set up and load of this external data the Contractor will load the newly published data within thirty (30) calendar days of publish date at the Procuring Agency's written request. This information includes the following:
 - a. Physician Quality Reporting System (PQRS) data;
 - b. Medicare Hospital, Hospice, Home Health and Nursing Facility quality measures;
 - c. Inpatient Rehabilitation Facility (IRF) Quality Reporting Program (QRP) for CMS and Section 3004(b) of the ACA established the IRF QRP;
 - d. Improving Medicare Post-Acute Care Transformation Act of 2014 (IMPACT Act);
 - e. Healthcare Information and Management Systems Society (HIMSS) Quality Measures;
 - f. MCO and Contractor Quality Reporting;
 - g. National Quality Forum (NQF) measures;
 - h. Consumer Assessment of Healthcare Providers and Systems (CAHPS) survey data;
 - i. HEDIS;
 - j. The core set of children's health care quality measures (the Child Core Set) for Medicaid and Children's Health Insurance Program (CHIP), the core set of health care quality measures for adults enrolled in Medicaid (the Adult Core Set), and the core set of health home quality measures; and
 - k. National Committee for Quality Assurance (NCQA) data;
 - l. Disease Management (DM);
 - m. Performance Improvement Plan (PIP); and
 - n. Quality Monitoring/Quality Improvement (QM/QI);
 - o. Journal of the American Medical Association (JAMA);
5. The Contractor shall measure and report quality and cost of care provided to enrollees in Managed care arrangements.
6. The Contractor shall access and report the data necessary to satisfy State and Federal reporting requirements on utilization, quality, and cost of care.
7. The Contractor shall trend performance of MCOs and Providers on quality measures and provide the trending data to the Procuring Agency.
8. The Contractor shall make recommendations to the appropriate Enterprise staff on quality improvement, new measures or algorithms, or new sources of quality assessments

annually.

9. The Contractor shall monitor Provider and MCO activities against established quality of care, material errors, and KPIs, and when measurements fall outside of acceptable ranges, the Contractor will ensure that the Procuring Agency staff are notified within seven (7) calendar days and provided with the necessary data to conduct additional research.
10. The Contractor shall monitor Provider claims for billing errors and, when material errors are found, ensure that the appropriate Procuring Agency staff are notified with the necessary data and appropriate recommendations to make an informed decision on subsequent actions.
11. The Contractor shall provide a fully Service-Oriented Architecture (SOA) enabled, to connect with source data and approved connection method.
12. The Contractor shall perform integration with modules as they are onboarded as agreed upon by the Contractor and the Procuring Agency.
13. The Contractor shall make available qualified Quality Reporting SME staff that have experience and knowledge of standard quality reporting such as HEDIS, Medicare Quality measures, Transformed Medicaid Statistical Information System (T-MSIS), National Committee for Quality Assurance (NCQA), and others.
14. The Contractor shall make available qualified Quality Reporting SME staff that are knowledgeable in the system, in Medicaid, and in business needs for on-going operational and technical assistance to the Enterprise
15. The Contractor shall coordinate with HSD and stakeholders to document requirements and necessary to configure, provide, and operate all the proposed Quality Reporting services to perform the work necessary to provide a final set of Quality Reporting requirements Procuring Agency for review, including but not limited to the following:
 - a. Conducting and documenting requirements review sessions as required, including updates and creation of final documents;
 - b. Conducting a gap analysis of requirements to validate the “out of the box” services meet or exceed the Procuring Agency requirements;
 - c. Uploading documents and supporting working documents (as requested by HSD), to the HHS 2020 Document Library; and
 - d. Adoption and utilization of the SI-defined transmission, security and integration requirements and processes throughout the life of the contract.

The result shall integrate with the master, all-inclusive requirements traceability matrix,

which utilizes JAMA.

16. The Contractor shall document all validated and accepted Quality Reporting requirements in this document and record them in the QA Requirements Traceability Matrix (RTM) addendum to the master, all-inclusive MMISR RTM.
17. The Contractor shall provide training to Enterprise staff on quality measurement and reporting, on the tools and assessments of external quality organizations, and on quality improvement interventions.
18. The Contractor shall provide on-site training and training materials to the Procuring Agency staff prior to the start of Quality Reporting operations and annually thereafter, as agreed to by the Procuring Agency.
19. The Contractor must support the HSD and the MMISR Independent Verification and Validation (IV&V) Contractor through the CMS MMIS certification process and ensure that the QA module meets CMS certification requirements.
20. The Contractor must ensure that the QA Services Program Management and Implementation Team will participate in all planning, preparation, and review activities for CMS certification of the new QA Services Project and actively support preparations for the CMS federal certification review, as directed.
21. The Contractor must be available to the Procuring Agency during the actual CMS on-site review and assist with any CMS follow-up requests.
22. The Contractor shall provide the documentation required to support CMS Operational Milestone Review for Certification and CMS MMIS Certification Final Review and keep them updated in the HHS 2020 Document Library.
23. The Contractor shall comply with applicable CMS MMIS MECT checklist System Review Criteria for the QA module, provide the necessary artifacts and evidence, and update the documentation, if needed, after review with the HSD and the MMISR IV&V Contractor.

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B. Fraud and Abuse Detection Systems (FADS)

1. The Contractor shall design, develop, and implement a Fraud and Abuse Detection System (FADS) according to the specifications proposed by the Contractor and accepted by the Procuring Agency.

The Contractor's FADS tools and services must meet all federal standards for certification through meeting the specifications accepted by the Procuring Agency to enable and support the Procuring Agency in performance of activities to pursue quality initiatives that are mandated by Federal and State regulation and policy.

2. Implement a FADS that measures activity across the various Enterprise programs and proactively identifies potential cases of abuse, fraud or inappropriate utilization; including case and payment sampling as inputs to formal review initiatives, including the development of algorithms and studies. The FADS will also have a Case Tracking feature that will track incoming referrals and audits/investigations from intake/inception to final disposition. The Case Tracking will allow for the addition, modification and deletion of fields to accommodate the Procuring Agency in Federal and State reporting requirements. The Procuring Agency will be able to request or create reports from the FADS.
3. Perform Medicaid Eligibility Quality Control (MEQC) to include active case reviews, negative case reviews (and any reasonable agreed upon alternative as required by the Procuring Agency), erroneous payment reviews, eligibility status verification reviews; and assisting the Procuring Agency with correcting errors/deficiencies uncovered in reviews and with the development of plans to prevent errors/deficiencies in the future by providing the detailed analysis from these reviews. An audit trail reviewable by the Procuring Agency or other third parties should be established.
4. Implement a Medicaid Quality Control (MQC) Claims Processing Assessment System (CPAS) to include operating the CPAS, identifying deficiencies, measuring the cost of deficiencies, providing data for corrective actions, assessments of claims processing, claim-by-claim reviews, and establishment of an audit trail reviewable by the Procuring Agency or other State assigned third parties.
5. Perform Payment Error Rate Measurement (PERM) to include appropriately sized and randomly selected sampling of payments as agreed upon between the Contractor and the Procuring Agency and a review of payments to determine and report error rates.
6. Perform an evaluation of encounters data including a report back to the Procuring Agency, agree upon data cleansing and then and provision of encounter data for collaboration with or performance of the duties of the Procuring Agency's External Quality Review Organization (EQRO) to assess the performance improvement program of NM Medicaid Managed Care Organization's (MCOs).
7. Perform evaluation and oversight of the HEDIS and HEDIS-like standard measurements

calculated against NCQA standards for NM Medicaid MCO's, and report any variance to the Procuring Agency.

8. Review and assess managed care and State program rosters and eligibility group assignments as well as payments associated with such rosters, and report any variances to the State.
9. Implement quality control systems and functions within FADS to measure the accuracy of eligibility and benefit determinations, program improvement and analysis. These measures will be given to the State to support quality improvement measures done by the State.
10. Access the Regional or National Public Assistance Reporting Information System (PARIS) which, for the purpose of the PARIS Interstate match, can determine if a NM public assistance client is receiving public assistance (Medicaid, SNAP, etc.) in another State and generate an automated alert or notification to the appropriate State staff for their action. This will also include access to, alerts from the PARIS Federal Income match and the Veterans Administration Benefits match.
11. Provide assistance to the State programs to improve performance, achieve compliance with Federal program standards and requirements, prevent overutilization or underutilization of its programs and identify potential cases of fraud and abuse as early as possible and review and assess eligibility for accuracy of Disproportionate Share Hospital (DSH) or other lump sum provider payments.
12. The Contractor must notify the Enterprise, once suspected cases of potential fraud are identified, within five (5) calendar days and provide relevant information with thirty (30) calendar days of identification and provide support (e.g., respond to inquiries, provide data) to fraud and abuse investigations, within seven (7) calendar days of a State (e.g., OAG – MFCU) inquiry.
13. The Contractor must use multiple identification models to detect fraud and identify potential fraud or abuse where providers may deliberately distribute fraudulent activity across several patients.
14. The Contractor shall provide CareAnalyzer, to meet all HEDIS reporting requirements for both managed care and FFS programs.
15. The Contractor shall provide a fully Service-Oriented Architecture (SOA) enabled to connect to source data through approved methods.
16. The Contractor shall perform integration with modules as they are onboarded and agreed upon by the contractor and the State.
17. The Contractor shall supply the necessary hardware, software, telecommunications, and other required components and information technology staff support to operate and

maintain the FADS.

18. The Contractor shall produce and distribute, via the State Data Services (DS) Solution, all production reports proposed as part of the contractor's FADS, including:
 - a. Surveillance & Utilization Review Subsystem (SURS) Reporting
 - b. Provider Surveillance Reporting.
 - c. Vulnerability Assessment Reporting.
 - d. Managed Care Insights Reporting.
 - e. Capitation Accountability Review Reporting.
 - f. Encounter Data Validation Reports.

19. The Contractor shall make available qualified SME staff with the knowledge and experience in FADS, including but not limited to algorithm creation, multiple PI audit types, and results evaluation.
Staff assigned to support the FADS will be knowledgeable in the system, in the Medicaid Program, and in the business needs and operations of the functional area supported by the system.

20. The Contractor shall coordinate with HSD and stakeholders to document requirements and perform the work necessary to provide a final set of FADS requirements necessary to configure, provide, and operate all the proposed FADS services to the State for review, including but not limited to the following:
 - a. Conducting and documenting requirements review sessions as required, including updates and creation of final documents;
 - b. Conducting a gap analysis of requirements to validate the "out of the box" services meet or exceed the State's requirements;
 - c. uploading documents and supporting working documents (as requested by HSD), to the HHS 2020 Document Library; and
 - d. adoption and utilization of the SI-defined transmission, security and integration requirements and processes throughout the life of the contract.

The result shall integrate with the master, all-inclusive requirements traceability matrix, which utilizes JAMA.

21. The Contractor shall document all validated and accepted FADS requirements in this document and record them in the QA Requirements Traceability Matrix (RTM) addendum to the master, all-inclusive MMISR RTM.

22. The Contractor shall perform the process of requirements management throughout the life of the project, including but not limited to documenting, analyzing, tracing, prioritizing, and agreeing on requirements and then controlling change and communicating to stakeholders.

23. The Contractor shall develop, test, and implement software updates, corrections, and enhancements, and comply with the software development, change management, and system requirements implemented by the SI and adopted by the Enterprise.

24. The Contractor shall stay current with patches, upgrades and versions of the selected software and hardware as appropriate and agreed upon by the Contractor and State to support innovative FADS services.
25. The Contractor must support the HSD and the MMISR Independent Verification and Validation (IV&V) Contractor through the CMS MMIS certification process and ensure that the QA module meets CMS certification requirements.
26. The Contractor must ensure that the QA Services Program Management and Implementation Team will participate in all planning, preparation, and review activities for CMS certification of the new QA Services Project and actively support preparations for the CMS federal certification review, as directed.
27. The Contractor must be available to the State during the actual CMS on-site review and assist with any CMS follow-up requests.
28. The Contractor shall provide the documentation required to support CMS Operational Milestone Review for Certification and CMS MMIS Certification Final Review and keep them updated in the HHS 2020 Document Library.
29. The Contractor shall comply with applicable CMS MMIS MECT checklist System Review Criteria for the QA module, provide the necessary artifacts and evidence, and update the documentation, if needed, after review with the HSD and the MMISR IV&V Contractor.

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C. Audit Coordination and Compliance

1. The Contractor shall design, develop, and implement comprehensive Audit Coordination services according to the specifications proposed by the Contractor and accepted by the State.
2. The Contractor's Audit Coordination tools and services must meet all federal standards for certification and support the State in the performance of activities to pursue quality initiatives that are mandated by Federal and State regulation and policy.
3. The Contractor monitor and analyze data to mitigate errors, abuse, and issues; identify improvement opportunities based on Key Performance Indicators (KPIs) and performance measures developed in coordination with HSD; and provide notification to the appropriate resources when an action is required, including but not limited to, the following standard monitoring reports:
 - a. Surveillance and Utilization Review Subsystem (SURS) Reports;
 - b. Provider Surveillance (PS) Scorecard;
 - c. Vulnerability Assessment (VA) Dashboard;
 - d. Managed Care Insights Dashboard;
 - e. Capitation Accountability Review (CAR) Dashboard; and
 - f. Encounter Validation Reports
4. The Contractor shall simplify and enhance audit processes and tools to provide the ability to compare data and documents, access supporting documents, automatically create audit reports, and maintain shared calendars and schedules, including audits and audits.
5. The Contractor shall consolidate and reconcile all open audits and investigations from various stakeholders, including but not limited to, the Program Integrity Unit, the Special Investigation Units (SIUs) of the health plans, Medicaid Fraud Control Units (MFCU), Office of Attorney General (OAG), and Office of Inspector General (OIG), into a single "Provider Alert" report to avoid overlapping or repetitive audits of Providers, across programs, and of identical subject areas and data points.
6. The Contractor shall accommodate, monitor, and track different types of audits and actions, including but not limited to, enrollment audits, financial audits, MCO and Fee-for-Service (FFS) audits, State, Federal, Provider and Member audits, and notify the appropriate entity when necessary.
7. The Contractor shall prepare an annual audit plan, that is updated on a quarterly basis, that includes field, desk, and data analysis audit methods to prioritize key audit areas for the state fiscal year.

8. The Contractor shall provide the ability for entities (e.g., MCOs) to submit referrals to OIG and for those referrals to be logged and tracked.
9. The Contractor shall provide the ability for a notification alert across entities (e.g., MCOs) that a Provider has been tagged as having suspicious activities, what actions have been taken and by who, the status of Provider, and the resolution.
10. The Contractor shall provide the Medical Assistance Division's (MAD's) Centennial Care Contract Bureau (CCCB) with the tools to efficiently track, monitor, communicate, and follow up with the MCOs on their performances and provide root cause analyses for possible solutions to performance issues.
11. The Contractor shall actively monitor activities against established quality of care and KPIs, notify the MAD's Quality Bureau (QB) when these measurements fall outside of acceptable ranges, and provide the necessary data to conduct additional research and develop corrective action plans.
12. The Contractor shall monitor Provider claims for billing errors, notify, and provide the necessary data and appropriate recommendations to Program Policy Bureau (PPB) for subsequent actions.
13. The Contractor shall provide, monitor, and analyze claims, recommend action(s), and notify the appropriate HSD staff when there are claim errors that could impact PERM; and provide streamlined processes for conducting the periodic PERM audits.
14. The Contractor shall provide a fully Service-Oriented Architecture (SOA) enabled to connect to source data and approved methods.
15. The Contractor shall perform continuous integration with modules as they are onboarded.
16. The Contractor shall exercise best efforts and fully cooperate to affect an orderly and consistent transition process from current operating Audit Coordination services.
17. The Contractor shall supply the necessary hardware, software, telecommunications, and other components and information technology staff support to operate and maintain Audit Coordination and Compliance.
18. The Contractor shall make available qualified Audit Coordination SME staff that have experience and knowledge of auditing programs and managing audits to completion and of activities performed by the HSD OIG and the MFCU of the OAG.
19. The Contractor shall make available qualified Audit Coordination SME staff that are knowledgeable in the system, in Medicaid, and in business needs for on-going operational and technical assistance to the Enterprise.

20. The Contractor shall coordinate with HSD and stakeholders to document requirements and perform the work necessary to provide a final set of Audit Coordination requirements necessary to configure, provide, and operate all the proposed Audit Coordination services to the State for review, including but not limited to the following:
- a. Conducting and documenting requirements review sessions as required, including updates and creation of final documents;
 - b. Conducting a gap analysis of requirements to validate the “out of the box” services meet or exceed the State’s requirements;
 - c. Uploading documents and supporting working documents (as requested by HSD), to the HHS 2020 Document Library; and
 - d. Adoption and utilization of the SI-defined transmission, security and integration requirements and processes throughout the life of the contract.

The result shall integrate with the master, all-inclusive requirements traceability matrix, which utilizes JAMA.

21. The Contractor shall document all validated and accepted Audit Coordination requirements in this document and record them in the QA Requirements Traceability Matrix (RTM) addendum to the master, all-inclusive MMISR RTM.

22. The Contractor shall generate and provide to the State all Audit Coordination reports, correspondence, files, documentation and dashboards.

23. The Contractor shall provide on-site training and training materials to State staff prior to the start of Audit Coordination operations and annually thereafter, as agreed to by the State.

24. The Contractor shall perform the process of requirements management throughout the life of the project, including but not limited to documenting, analyzing, tracing, prioritizing, and agreeing on requirements and then controlling change and communicating to stakeholders.

25. The Contractor shall develop, test and implement software updates, corrections, and enhancements, and comply with the software development, change management and system requirements implemented by the SI.

26. The Contractor shall stay current with emerging technology and implement the latest technology to support new and innovative Audit Coordination services

27. The Contractor must support the HSD and the MMISR Independent Verification and Validation (IV&V) Contractor through the CMS MMIS certification process and ensure that the QA module meets CMS certification requirements.

28. The Contractor must ensure that the QA Services Program Management and Implementation Team will participate in all planning, preparation, and review activities for

CMS certification of the new QA Services Project and actively support preparations for the CMS federal certification review, as directed.

29. The Contractor must be available to the State during the actual CMS on-site review and assist with any CMS follow-up requests.

30. The Contractor shall provide the documentation required to support CMS Operational Milestone Review for Certification and CMS MMIS Certification Final Review and keep them updated in the HHS 2020 Document Library.

31. The Contractor shall comply with applicable CMS MMIS MECT checklist System Review Criteria for the QA module, provide the necessary artifacts and evidence, and update the documentation, if needed, after review with the HSD and the MMISR IV&V Contractor.

No compensation is associated with A: Quality Reporting Services, B: Fraud and Abuse Detection System (FADS), and C: Audit Coordination and Compliance. They are the primary functions of the module with high level details.

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Deliverable 1: Third Party Liability (TPL)

Deliverable Name		Due Date	Compensation
Third Party Liability (TPL)		Start: Upon Contract Award	In Accordance with Exhibit D, Contingency Fee Schedule, Percentage is inclusive of NMGR
Task Item	Sub Tasks	Description	
Meet Third Party Liability System Requirements	Provide Third Party Liability (TPL) Services	<p>The Contractor shall design, develop, and implement comprehensive Third-Party Liability (TPL) services according to the specifications proposed by the Contractor and accepted by the Procuring Agency.</p> <p>The Contractor's TPL services must meet all federal applicable standards for certification and enable and support the Procuring Agency in performance of activities to pursue quality initiatives that are mandated by Federal and State regulation and policy.</p>	
	Meet Detailed Specifications for TPL	<p>The Contractor must recover on multiple coverage types including but not limited to the following:</p> <ol style="list-style-type: none"> a. Commercial Medical Insurance; b. Medicare; c. Medicare Advantage; Estate Recovery; d. Trust accounts; e. Children with Special Health Care Needs (CSHCN); f. Retirement benefits; g. Pension plans; and h. Casualty recoveries including but not limited to worker compensation claims, auto liability coverage, and medical malpractice. 	
		<p>The Contractor must deploy data matching technology on carrier and Medicaid eligibility data, comparing the two datasets for like individuals, to perform matches with numerous entities to identify the appropriate third parties responsible for paying Medicaid claims. These matches include the following:</p> <ol style="list-style-type: none"> a. Private insurance matches; b. Tricare matches 	

		<p>c. NM Department of Transportation, Motor Vehicle Division matches; and</p> <p>d. NM Industrial Commission for Workers' Compensation matches.</p>
		<p>The Contractor must identify TPL from various sources, including information from ASPEN, Centennial Care Plans TPL activity, Explanation of Benefits (EOB), direct provider contact to our customer service, database matching, HIPAA 270/271 transactions, commercial, self-funded plans, Government-Sponsored Health Plans, Long Term Care, dental, and MCOs.</p>
		<p>The Contractor must perform cost avoidance identification at the point of Medicaid enrollment available for immediate integration.</p>
		<p>The Contractor must validate identified TPL coverages to ensure correct TPL activities and correct utilization of the information for ongoing cost avoidance.</p>
		<p>The Contractor must perform daily Transactional Matching and Verification (TMV) to identify and verify third party coverage, including verified third party medical and pharmacy coverage, within one business day of receipt of an individual's enrollment to Medicaid so long as the HMS receives the enrollment information no later than 10:00 a.m. Mountain Time. Any enrollment information received after 10:00 a.m. Mountain time each business day will be delivered within two (2) business days of receipt.</p>
		<p>The Contractor must continue to maintain a comprehensive data exchange network with State agencies, private insurance companies, and other third-party payers to obtain insurance information from liable third parties.</p>
		<p>The Contractor must update client Other Insurance information with new verified policy information to support future cost avoidance.</p>
		<p>The Contractor must configure, maintain, and operate an automated process for recoveries, follow up, reconciling payments, and production of the data necessary to report on recovery and cost avoidance activities.</p> <p>The Contractor must coordinate with the Financial Services (FS) through the SI solution on transactions identifying the amounts recovered and the source of the recovery.</p>

		The Contractor must identify Casualty Recovery and collect for members enrolled in an MCO or being served through the Medicaid FFS program.
		The Contractor's services must be flexible enough to change recovery and cost avoidance rules without additional cost to the Procuring Agency for TPL claims intentionally paid even though the TPL information is known to the State, typically pursued as "pay and chase."
Ongoing Maintenance and Operations of TPL	Support Integration with Modules and SI Solution	<p>The Contractor shall provide a fully Service-Oriented Architecture (SOA) enabled to connect to source data (Omnicaid) through approved methods and the Enterprise Service Bus (ESB), once available.</p> <p>The Contractor shall perform continuous integration with modules as they are onboarded as agreed upon by the Contractor and the Procuring Agency.</p>
	Support Transition of TPL	The Contractor shall exercise best efforts and fully cooperate to affect an orderly and consistent transition process from current operating TPL services.
	Provide all Ongoing Operations and Support, Infrastructure, & Qualified Support Staff for TPL	The Contractor shall supply the necessary hardware, software, telecommunications, and other components and information technology staff support to operate and maintain TPL.
	Ensure TPL Support Staff are Qualified	<p>The Contractor shall make available qualified TPL SME staff with the knowledge and experience and knowledge of TPL cost avoidance and recovery across multiple recovery types (e.g., Commercial, Medicare, Causality Estate, and Pay and Chase).</p> <p>The Contractor shall make available qualified TPL SME staff that are knowledgeable in the system, in Medicaid, and in business needs for on-going operational and technical assistance to the Enterprise.</p>
	Generate and Provide all TPL Reports and Documentation	The Contractor shall generate and provide to the Procuring Agency all TPL reports, correspondence, files, documentation, and dashboards.
	Provide TPL Training for	The Contractor shall provide on-site training and training materials to Procuring Agency staff prior to the start of

	State Staff	TPL operations and annually thereafter, in coordination with the Procuring Agency.
Provide and Update All Required TPL Documentation	Requirements Specification and Management Document	<p>The Contractor shall coordinate with HSD and stakeholders to document requirements and perform the work necessary to provide a final set of TPL requirements necessary to configure, provide, and operate all the proposed TPL services to the Procuring Agency for review, including but not limited to the following:</p> <ul style="list-style-type: none"> a. Conducting and documenting requirements review sessions as required, including updates and creation of final documents; b. Conducting a gap analysis of requirements to validate the “out of the box” services meet or exceed the State’s requirements; c. Uploading documents and supporting working documents (as requested by HSD), to the HHS 2020 Document Library; and d. Adoption and utilization of the SI-defined transmission, security and integration requirements and processes throughout the life of the contract. <p>The result shall integrate with the master, all-inclusive requirements traceability matrix, which utilizes JAMA.</p> <p>The Contractor shall document all validated and accepted TPL requirements in this document and record them in the QA Requirements Traceability Matrix (RTM) addendum to the master, all-inclusive MMISR RTM which enables the Procuring Agency to track all requirements.</p>
Modify TPL	Manage TPL Revisions	<p>The Contractor shall develop, test, and implement software updates, corrections, and enhancements, and comply with the software development, change management, and system requirements implemented by the SI and agreed by the Contractor and the Procuring Agency.</p> <p>The Contractor shall stay current with emerging technology and implement the latest technology to</p>

		support and innovative TPL services.
Meet CMS MMIS Certification	Meet CMS MMIS Certification Requirements	<p>The Contractor must support the HSD and the MMISR Independent Verification and Validation (IV&V) Contractor through the CMS MMIS certification process and ensure that the QA module meets CMS certification requirements.</p> <p>The Contractor must ensure that the QA Services Program Management and Implementation Team will participate in all planning, preparation, and review activities for CMS certification of the new QA Services Project and actively support preparations for the CMS federal certification review, as directed.</p> <p>The Contractor must be available to the Procuring Agency during the actual CMS on-site review and assist with any CMS follow-up requests.</p> <p>The Contractor shall provide the documentation required to support CMS Operational Milestone Review for Certification and CMS MMIS Certification Final Review and keep them updated in the HHS 2020 Document Library.</p> <p>The Contractor shall comply with applicable CMS MMIS MECT checklist System Review Criteria for the QA module, provide the necessary artifacts and evidence, and update the documentation after review with the HSD and the MMISR IV&V Contractor.</p>

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Deliverable 2: Management of Recovery and Audit Responsibilities – Recovery Audit Contractor (RAC)

Deliverable Name		Due Date	Compensation
Management of Recovery and Audit Responsibilities – Recovery Audit Contractor (RAC)		Start: Upon Contract Award	In Accordance with Exhibit D, Contingency Fee Schedule, Percentage is inclusive of NMGR
Task Item	Sub Tasks	Description	
Meet RAC Requirements	Provide RAC Requirements	<p>The Contractor shall design, develop, and implement comprehensive Recovery and Audit Management services according to the specifications proposed by the Contractor and accepted by the Procuring Agency.</p> <p>The Contractor’s Recovery and Audit Management services must meet all federal standards for certification and enable and support the Procuring Agency in performance of activities to pursue quality initiatives that are mandated by Federal and State regulation and policy.</p>	
	Meet Detailed Specifications for RAC	<p>The Contractor shall collaborate with the HSD in the development and implementation of the RAC Program that complies with all requirements and expectations set forth in Final Rule CMS-6034-F.</p>	
		<p>The Contractor shall use data mining to identify and select Provider claims to be reviewed and ensure compliance with the mandate of CMS-6034-F and the Affordable Care Act for retrospective claim review activities.</p>	
		<p>The Contractor shall supplement recovery activities through pursuit of post payment recovery, including estate and credit balance recoveries and cases.</p> <p>The Contractor shall supplement recovery activities through pursuit of post payment recovery through the identification of new casualty and liability cases and recoveries made pursuant to eligibility.</p>	
		<p>The Contractor shall exchange information, submit quarterly recovery reports, and meet with Procuring Agency staff according to an agreed upon schedule.</p>	

		The Contractor shall refer any suspect or apparent instances of fraud to the Procuring Agency.
		The Contractor shall initiate recovery of claims no later than thirty (30) calendar days of RAC recovery identification and submit recovery payments in a timely manner, on a schedule, and in a manner specified by the Procuring Agency
Ongoing Maintenance and Operations of RAC	Support Integration with Modules and SI Solution	The Contractor shall provide a fully Service-Oriented Architecture (SOA) enabled to connect to source data (Omnicaid) through approved methods and the Enterprise Service Bus (ESB), once available. The Contractor shall support continuous integration with modules as they are onboarded.
	Support Transition of the RAC Program	The Contractor shall exercise best efforts and fully cooperate to affect an orderly and consistent transition process from current operating RAC system.
	Provide all Ongoing Operations and Support, Infrastructure, & Qualified Staff Support for RAC	The Contractor shall supply the hardware, and software, to include the RAC platform, telecommunications, and other components and information technology staff support to operate and maintain the RAC program. The Contractor shall make available qualified RAC SME staff that have experience and knowledge of the RAC Program that reviews Medicaid claim payments utilizing Recovery Auditors on a contingency fee basis to identify and investigate claims, including overpayment and underpayment, with calculated risk. The Contractor shall make available qualified RAC SME staff that are knowledgeable in the system, in Medicaid, and in business needs for on-going operational and technical assistance to the Enterprise.
	Generate and Provide all RAC Reports and Documentation	The Contractor shall generate all RAC program-related reports, correspondence, files, and documentation to enable the State to track Contractor's efforts and results.
	Provide RAC Program Training for State Staff	The Contractor shall provide on-site training and training materials to Procuring Agency staff prior to the start of RAC operations and annually thereafter, as agreed to by the Procuring Agency.
Provide and Update All Required RAC Documentation	Requirements Specification and Management Document	The Contractor shall coordinate with HSD and stakeholders to document requirements and perform the work necessary to provide a final set of RAC requirements necessary to configure, provide, and

		<p>operate all the proposed RAC services to the Procuring Agency for review, including but not limited to the following:</p> <ul style="list-style-type: none"> a. Conducting and documenting requirements review sessions as required, including updates and creation of final documents; b. Conducting a gap analysis of requirements to validate the “out of the box” services meet or exceed the Procuring Agency requirements; c. Uploading documents and supporting working documents (as requested by HSD), to the HHS 2020 Document Library; and d. Adoption and utilization of the SI-defined transmission, security and integration requirements and processes throughout the life of the contract. <p>The result shall integrate with the master, all-inclusive requirements traceability matrix, which utilizes JAMA.</p> <p>The Contractor shall conduct a thorough requirements analysis that will encompass requirements for each component of the QA module including but not limited to commercial recovery, disallowance, cost avoidance, casualty, estate, and trust recovery, credit balance audits, and self-reporting, RAC audit categories and service areas, algorithms, reporting, audit recovery, and case management requirements.</p> <p>The Contractor shall document all validated and accepted RAC requirements in this document and record them in the QA Requirements Traceability Matrix (RTM) addendum to the master, all-inclusive MMISR RTM.</p> <p>The Contractor shall perform the process of requirements management throughout the life of the project, including but not limited to documenting, analyzing, tracing, prioritizing, and agreeing on requirements and then controlling change and communicating to stakeholders.</p>
<p>Modify RAC Program</p>	<p>Manage RAC Program Revisions</p>	<p>The Contractor shall develop, test, and implement software updates, corrections, and enhancements, and comply with the software development, change management and system requirements implemented by the SI.</p>

		The Contractor shall stay current with emerging technology and implement the latest technology to support new and innovative RAC services.
Meet CMS MMIS Certification	Meet CMS MMIS Certification Requirements	<p>The Contractor must support the HSD and the MMISR Independent Verification and Validation (IV&V) Contractor through the CMS MMIS certification process and ensure that the QA module meets CMS certification requirements.</p> <p>The Contractor must ensure that the QA Services Program Management and Implementation Team will participate in all planning, preparation, and review activities for CMS certification of the new QA Services Project and actively support preparations for the CMS federal certification review, as directed.</p> <p>The Contractor must be available to the Procuring Agency during the actual CMS on-site review and assist with any CMS follow-up requests.</p> <p>The Contractor shall provide the documentation required to support CMS Operational Milestone Review for Certification and CMS MMIS Certification Final Review and keep them updated in the HHS 2020 Document Library.</p> <p>The Contractor shall comply with applicable CMS MMIS MECT checklist System Review Criteria for the QA module, provide the necessary artifacts and evidence, and update the documentation if needed after review with the HSD and the MMISR IV&V Contractor.</p>

Deliverable 3: CareAnalyzer Requirements/Design

Deliverable Name	Due Date	Compensation
CareAnalyzer Requirements/Design	3/31/20	Total Compensation Not to Exceed: \$50,000, Including NM GRT

Task Item	Sub Tasks	Description
Requirements/ Design	Requirements	For CareAnalyzer, the Contractor and HSD stakeholders shall complete requirements selection and inclusion to accommodate scoping refinements for meeting requirements fulfilled with the Production Release of CareAnalyzer. The Contractor shall update the Requirements Specification Document
	Design	For CareAnalyzer, the Contractor and HSD stakeholders shall complete design needed to fulfill requirements satisfied by CareAnalyzer. CareAnalyzer is a COTS product. Design will focus on data extracts needed for the tool as well as all the measures, dimensions and slicers needed to meet contract requirements. The Contractor shall update the following artifacts based on CareAnalyzer release scope: <ul style="list-style-type: none"> a. System Design Document b. Metadata Catalog c. Data Dictionary within the Metadata catalog d. Data models (Conceptual, Logical, Physical) e. ICD (Integration Catalog) f. Capacity Planning g. Security Approach

Deliverable 4: Vulnerability Assessment Requirements/Design

Deliverable Name	Due Date	Compensation
Vulnerability Assessment Requirements/Design	3/31/20	Total Compensation Not to Exceed: \$40,000, Including NM GRT
Task Item	Sub Tasks	Description
Requirements/ Design	Requirements	For Vulnerability Assessment, the Contractor and HSD stakeholders shall complete requirements selection and inclusion to accommodate scoping refinements for meeting requirements fulfilled with the Production Release of Vulnerability Assessment.

		The Contractor shall update the Requirements Specification Document
	Design	<p>For Vulnerability Assessment, the Contractor and HSD stakeholders shall complete design needed to fulfill requirements satisfied by the Vulnerability Assessment. Vulnerability Assessment is a COTS product. Design will focus on data extracts needed for the tool as well as all the measures, dimensions and slicers needed to meet contract requirements.</p> <p>The Contractor shall update the following artifacts based on Vulnerability Assessment release scope:</p> <ul style="list-style-type: none"> a. System Design Document b. Metadata Catalog c. Data Dictionary within the Metadata catalog d. Data models (Conceptual, Logical, Physical) e. ICD (Integration Catalog) f. Capacity Planning g. Security Approach

Deliverable 5: Managed Care Plan Reporting/Data Validation Requirements/Design

Deliverable Name	Due Date	Compensation
Managed Care Plan Reporting/Data Validation Requirements/Design	3/31/20	Total Compensation Not to Exceed: \$25,000, Including NM GRT
Task Item	Sub Tasks	Description
Requirements/Design	Requirements	<p>For Managed Care Plan Reporting/Data Validation, the Contractor and HSD stakeholders shall complete requirements selection and inclusion to accommodate scoping refinements for meeting requirements fulfilled with the Production Release of Managed Care Plan Reporting/Data Validation.</p> <p>The Contractor shall update the Requirements Specification Document</p>

	Design	<p>For Managed Care Plan Reporting/Data Validation, the Contractor and HSD stakeholders shall complete design needed to fulfill requirements satisfied by the Managed Care Plan Reporting/Data Validation. Managed Care Plan Reporting/Data Validation is a COTS product. Design will focus on data extracts needed for the reports as well as all the measures, dimensions and slicers needed to meet contract requirements.</p> <p>The Contractor shall update the following artifacts based on Managed Care Plan Reporting/Data Validation release scope:</p> <ul style="list-style-type: none"> a. System Design Document b. Metadata Catalog c. Data Dictionary within the Metadata catalog d. Data models (Conceptual, Logical, Physical) e. ICD (Integration Catalog) f. Capacity Planning g. Security Approach
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Deliverable 6: Managed Care Contract Oversight Requirements/Design

Deliverable Name	Due Date	Compensation
Managed Care Contract Oversight Requirements/Design	3/31/20	Total Compensation Not to Exceed: \$25,000, Including NM GRT
Task Item	Sub Tasks	Description
Requirements/ Design	Requirements	<p>For Managed Care Contract Oversight, the Contractor and HSD stakeholders shall complete requirements selection and inclusion to accommodate scoping refinements for meeting requirements fulfilled with the Production Release of Managed Care Contract Oversight.</p> <p>The Contractor shall update the Requirements Specification Document</p>
	Design	<p>For Managed Care Contract Oversight, the Contractor and HSD stakeholders shall complete design needed to fulfill requirements satisfied by the Managed Care Contract Oversight. Managed Care Contract Oversight is a COTS</p>

		<p>product. Design will focus on data extracts needed for the reports as well as all the measures, dimensions and slicers needed to meet contract requirements.</p> <p>The Contractor shall update the following artifacts based on Managed Care Contract Oversight release scope:</p> <ul style="list-style-type: none"> a. System Design Document b. Metadata Catalog c. Data Dictionary within the Metadata catalog d. Data models (Conceptual, Logical, Physical) e. ICD (Integration Catalog) f. Capacity Planning g. Security Approach
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Deliverable 7: CareAnalyzer SIT

Deliverable Name		Due Date	Compensation
CareAnalyzer SIT		4/30/20	Total Compensation Not to Exceed: \$37,500, Including NM GRT
Task Item	Sub Tasks	Description	
SIT	System Test Plan and Reports	<p>For each CareAnalyzer release, the Contractor shall coordinate with HSD stakeholders to develop a Release System Test Plan in compliance with the Master Test Plan.</p> <p>In accordance with the accepted CareAnalyzer System Test Plan, the Contractor shall produce System Test Reports from Jira, or other agreed upon tool, for items tested in this release and associated iterations, including:</p> <ul style="list-style-type: none"> a. Summary of test results; b. Pass/failure rate; c. Defects found and severity level of failures; and d. Proposed or enacted resolution for identified defects. 	

Deliverable 8: Case Tracking Requirements/Design

Deliverable Name	Due Date	Compensation
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Case Tracking Requirements/Design		4/30/20	Total Compensation Not to Exceed: \$93,200, Including NM GRT
Task Item	Sub Tasks	Description	
Requirements/ Design	Requirements	<p>For Case Tracking, the Contractor and HSD stakeholders shall complete requirements selection and inclusion to accommodate scoping refinements for meeting requirements fulfilled with the Production Release of Case Tracking.</p> <p>The Contractor shall update the Requirements Specification Document</p>	
	Design	<p>For Case Tracking, the Contractor and HSD stakeholders shall complete design needed to fulfill requirements satisfied by Case Tracking. Case Tracking is a COTS product. Design will focus on data extracts needed for the tool as well as all the workflow rules required to meet workflow and business demands needed to meet contract requirements.</p> <p>The Contractor shall update the following artifacts based on Case Tracking release scope:</p> <ul style="list-style-type: none"> a. System Design Document b. Metadata Catalog c. Data Dictionary within the Metadata catalog d. Workflow business rules e. Data models (Conceptual, Logical, Physical) f. ICD (Integration Catalog) g. Capacity Planning h. Security Approach 	

Deliverable 9: SURS Reporting Requirements/Design

Deliverable Name	Due Date	Compensation
SURS Reporting Requirements/Design	4/30/20	Total Compensation Not to Exceed: \$35,000, Including NM GRT

Task Item	Sub Tasks	Description
Requirements/ Design	Requirements	For SURS Reporting, the Contractor and HSD stakeholders shall complete requirements selection and inclusion to accommodate scoping refinements for meeting requirements fulfilled with the Production Release of SURS reporting. The Contractor shall update the Requirements Specification Document
	Design	For SURS Reporting, the Contractor and HSD stakeholders shall complete design needed to fulfill requirements satisfied by the SURS Reporting. SURS Reporting is a COTS product. Design will focus on data extracts needed for the reports as well as all the measures, dimensions and slicers needed to meet contract requirements. The Contractor shall update the following artifacts based on SURS Reporting release scope: <ul style="list-style-type: none"> a. System Design Document b. Metadata Catalog c. Data Dictionary within the Metadata catalog d. Data models (Conceptual, Logical, Physical) e. ICD (Integration Catalog) f. Capacity Planning g. Security Approach

Deliverable 10: Provider Surveillance Requirements/Design

Deliverable Name	Due Date	Compensation
Provider Surveillance Requirements/Design	4/30/20	Total Compensation Not to Exceed: \$41,800, Including NM GRT
Task Item	Sub Tasks	Description
Requirements/ Design	Requirements	For Provider Surveillance, the Contractor and HSD stakeholders shall complete requirements selection and inclusion to accommodate scoping refinements for meeting requirements fulfilled with the Production Release of Provider Surveillance.

		The Contractor shall update the Requirements Specification Document
	Design	<p>For Provider Surveillance, the Contractor and HSD stakeholders shall complete design needed to fulfill requirements satisfied by the Provider Surveillance. Provider Surveillance is a COTS product. Design will focus on data extracts needed for the reports as well as all the measures, dimensions and slicers needed to meet contract requirements.</p> <p>The Contractor shall update the following artifacts based on Provider Surveillance release scope:</p> <ul style="list-style-type: none"> a. System Design Document b. Metadata Catalog c. Data Dictionary within the Metadata catalog d. Data models (Conceptual, Logical, Physical) e. ICD (Integration Catalog) f. Capacity Planning g. Security Approach

Deliverable 11: QA Data Mart Requirements/Design

Deliverable Name		Due Date	Compensation
QA Data Mart Requirements/Design		4/30/20	Total Compensation Not to Exceed: \$70,000, Including NM GRT
Task Item	Sub Tasks	Description	
Requirements/Design	Requirements	<p>For QA Data Mart, the Contractor and HSD stakeholders shall complete requirements selection and inclusion to accommodate scoping refinements for meeting requirements fulfilled with the Production Release of QA Data Mart.</p> <p>The Contractor shall update the Requirements Specification Document</p>	
	Design	For QA Data Mart, the Contractor and HSD stakeholders	

		<p>shall complete design needed to fulfill requirements satisfied by the QA Data Mart.</p> <p>The Contractor shall update the following artifacts based on QA Data Mart release scope:</p> <ul style="list-style-type: none"> a. System Design Document b. Conceptual Data Model
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Deliverable 12: Vulnerability Assessment SIT

Deliverable Name	Due Date	Compensation
Vulnerability Assessment SIT	6/30/20	Total Compensation Not to Exceed: \$30,000, Including NM GRT

Task Item	Sub Tasks	Description
SIT	System Test Plan and Reports	<p>For each Vulnerability Assessment release, the Contractor shall coordinate with HSD stakeholders to develop a Release System Test Plan in compliance with the Master Test Plan.</p> <p>In accordance with the accepted Vulnerability Assessment Test Plan, the Contractor shall produce System Test Reports from Jira, or other agreed upon tool, for items tested in this release and associated iterations, including:</p> <ul style="list-style-type: none"> a. Summary of test results; b. Pass/failure rate; c. Defects found and severity level of failures; and d. Proposed or enacted resolution for identified defects. <p>The contractor shall update the following artifacts:</p> <ul style="list-style-type: none"> a. Metadata Catalog b. Data Dictionary within the Metadata catalog c. Data models (, Logical, Physical) d. ICD (Integration Catalog) e. Capacity Planning f. Security Approach

Deliverable 13: Managed Care Plan Reporting/Data Validation SIT

Deliverable Name		Due Date	Compensation
Managed Care Plan Reporting/Data Validation SIT		6/30/20	Total Compensation Not to Exceed: \$18,750, Including NM GRT
Task Item	Sub Tasks	Description	
SIT	System Test Plan and Reports	<p>For each Managed Care Plan Reporting/Data Validation release, the Contractor shall coordinate with HSD stakeholders to develop a Release System Test Plan in compliance with the Master Test Plan.</p> <p>In accordance with the accepted Managed Care Plan Reporting/Data Validation System Test Plan, the Contractor shall produce System Test Reports from Jira, or other agreed upon tool, for items tested in this release and associated iterations, including:</p> <ul style="list-style-type: none"> a. Summary of test results; b. Pass/failure rate; c. Defects found and severity level of failures; and d. Proposed or enacted resolution for identified defects. <p>The contractor shall update the following artifacts:</p> <ul style="list-style-type: none"> a. Metadata Catalog b. Data Dictionary within the Metadata catalog c. Data models (Logical, Physical) d. ICD (Integration Catalog) e. Capacity Planning f. Security Approach 	

Deliverable 14: Managed Care Contract Oversight SIT

Deliverable Name	Due Date	Compensation
Managed Care Contract Oversight SIT	6/30/20	Total Compensation Not to Exceed: \$18,750, Including NM GRT

Task Item	Sub Tasks	Description
SIT	System Test Plan and Reports	<p>For each Managed Care Contract Oversight release, the Contractor shall coordinate with HSD stakeholders to develop a Release System Test Plan in compliance with the Master Test Plan.</p> <p>In accordance with the accepted Managed Care Contract Oversight System Test Plan, the Contractor shall produce System Test Reports from Jira, or other agreed upon method, for items tested in this release and associated iterations, including:</p> <ul style="list-style-type: none"> a. Summary of test results; b. Pass/failure rate; c. Defects found and severity level of failures; and d. Proposed or enacted resolution for identified defects. <p>The contractor shall update the following artifacts:</p> <ul style="list-style-type: none"> a. Metadata Catalog b. Data Dictionary within the Metadata catalog c. Data models (, Logical, Physical) d. ICD (Integration Catalog) e. Capacity Planning f. Security Approach

Deliverable 15 Monitoring Reporting Release 1

Deliverable Name	Due Date	Compensation
Monitoring Reporting Release 1	06/30/20	Total Compensation Not to Exceed: \$66,666, Including NM GRT
Task Item	Sub Tasks	Description
Release	Release Schedule	In coordination and compliance with the Release Strategy date set for this release, the Contractor shall coordinate with HSD stakeholders to develop a detailed release schedule for all activities, document updates and deliverables within this release.

	<p>Release Refinement and Iteration Planning</p>	<p>Prior to each release, the Contractor and HSD stakeholders will review the release schedules, iterations definitions and work planned then make updates based on Change Request, backlog grooming, and defects. As a part of this refinement, the Contractor shall complete the following:</p> <ul style="list-style-type: none"> a. Review and update prioritized items, including Change Requests and Defects and update RTM as needed. b. Review and potential update of feature estimates c. Review and update of vendor dependency d. Review and update of team velocity compared to prior release execution, compared to average velocity of prior iterations and based on team availability for this release e. Refinement and finalization of individual resource tasks f. Review and update of any scheduled work based on work refinement and team's velocity g. Review and update of future releases based on review of past releases h. Implementation of any agreed upon process improvement based on previous release reviews
	<p>Release and iteration monitoring</p>	<p>The Contractor shall monitor each iteration within this release to control scope and ensure Monitoring.</p>
	<p>Release Requirements</p>	<p>For each Monitoring Reporting release, the Contractor and HSD stakeholders shall complete requirements selection and inclusion iteratively to accommodate prioritization and scoping refinements that emerge over the course of the project.</p> <p>The Contractor shall update the following artifacts based on Monitoring Reporting 1 release scope:</p> <ul style="list-style-type: none"> a. Requirements Specification Document b. RTM c. Business Architecture Design Document
	<p>Release Design</p>	<p>For each Monitoring Reporting release, the Contractor and HSD stakeholders shall complete design iteratively. The Contractor shall update the following artifacts based on</p>

		<p>Monitoring Reporting 1 release scope:</p> <ul style="list-style-type: none"> a. System Design Document b. Metadata Catalog c. Data Dictionary within the Metadata catalog d. Data models (Conceptual, Logical, Physical) e. ICD (Integration Catalog) f. Capacity Planning g. Security Approach
	<p>Release System Test Plan and Reports</p>	<p>For each Monitoring Reporting release, the Contractor shall coordinate with HSD stakeholders to develop a Release System Test Plan in compliance with the Master Test Plan.</p> <p>In accordance with the accepted Release System Test Plan, the Contractor shall produce System Test Reports for items tested in this release and associated iterations, including:</p> <ul style="list-style-type: none"> a. Summary of test results; b. Pass/failure rate; c. Defects found and severity level of failures; and d. Proposed or enacted resolution for identified defects.
	<p>Release Acceptance Test Plan and Reports</p>	<p>For each Monitoring Reporting release, the Contractor and HSD stakeholders shall partner to complete UAT testing iteratively.</p> <p>The Contractor shall produce the following UAT test artifacts based on the release scope:</p> <ul style="list-style-type: none"> a. Acceptance Test Scenarios b. Acceptance test cases including expected results and pass/fail criteria c. Acceptance test scripts <p>The Contractor and HSD stakeholders shall partner to produce UAT reports, address any issues discovered and complete retesting where needed.</p>
	<p>Release Readiness</p>	<p>The Contractor shall prepare and execute a Release Readiness process that documents and ensures readiness for all functionality within the release.</p> <p>The contractor shall coordinate with the HSD management team to use a set of guidelines and templates that will ensure the readiness of each release.</p> <p>The contractor shall assess key attributes of the release against standards, policies, Monitoring metrics, and release</p>

	<p>criteria to evaluate the readiness of the release, target environment, supporting release package, rollout and rollback plans, training plans, support plans and the risk management plan.</p> <p>The Release Readiness review results in a go/no-go decision about whether to deploy the release.</p>
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Deliverable 16: Quality Reporting Release 1

Deliverable Name	Due Date	Compensation
Quality Reporting Release 1	06/30/2020	Total Compensation Not to Exceed: \$66,666, Including NM GRT
Task Item	Sub Tasks	Description
Release	<p>Release Schedule</p> <p>Release Refinement and Iteration Planning</p>	<p>In coordination and compliance with the Release Strategy date set for this release, the Contractor shall coordinate with HSD stakeholders to develop a detailed release schedule for all activities, document updates and deliverables within this release.</p> <p>Prior to each release, the Contractor and HSD stakeholders will review the release schedules, iterations definitions and work planned then make updates based on Change Request, backlog grooming, and defects. As a part of this refinement, the Contractor shall complete the following:</p> <ol style="list-style-type: none"> a. Review and update prioritized items, including Change Requests and Defects and update RTM as needed. b. Review and potential update of feature estimates c. Review and update of vendor dependency d. Review and update of team velocity compared to prior release execution, compared to average velocity of prior iterations and based on team availability for this release

		<ul style="list-style-type: none"> e. Refinement and finalization of individual resource tasks f. Review and update of any scheduled work based on work refinement and team's velocity g. Review and update of future releases based on review of past releases h. Implementation of any agreed upon process improvement based on previous release reviews
	Release and iteration monitoring	The Contractor shall monitor each iteration within this release to control scope and ensure quality.
	Release Requirements	<p>For each Quality Reporting release, the Contractor and HSD stakeholders shall complete requirements selection and inclusion iteratively to accommodate prioritization and scoping refinements that emerge over the course of the project.</p> <p>The Contractor shall update the following artifacts based on Quality Reporting 1 release scope:</p> <ul style="list-style-type: none"> a. Requirements Specification Document b. RTM c. Business Architecture Design Document
	Release Design	<p>For each Quality Reporting release, the Contractor and HSD stakeholders shall complete design iteratively.</p> <p>The Contractor shall update the following artifacts based on Quality Reporting 1 release scope:</p> <ul style="list-style-type: none"> a. System Design Document b. Metadata Catalog c. Data Dictionary within the Metadata catalog d. Data models (Conceptual, Logical, Physical) e. ICD (Integration Catalog) f. Capacity Planning g. Security Approach
	Release System Test Plan and Reports	<p>For each Quality Reporting release, the Contractor shall coordinate with HSD stakeholders to develop a Release System Test Plan in compliance with the Master Test Plan.</p> <p>In accordance with the accepted Release System Test Plan, the Contractor shall produce System Test Reports from Jira, or other agreed upon tool, for items tested in this release and associated iterations, including:</p>

		<ul style="list-style-type: none"> a. Summary of test results; b. Pass/failure rate; c. Defects found and severity level of failures; and d. Proposed or enacted resolution for identified defects.
	Release Acceptance Test Plan and Reports	<p>For each Quality Reporting release, the Contractor and HSD stakeholders shall partner to complete UAT testing.</p> <p>The Contractor shall produce the following UAT test artifacts based on the release scope:</p> <ul style="list-style-type: none"> a. Acceptance Test Scenarios b. Acceptance test cases including expected results and pass/fail criteria c. Acceptance test scripts <p>The Contractor and HSD stakeholders shall partner to produce UAT reports, address any issues discovered and complete retesting where needed.</p>
	Release Readiness	<p>The Contractor shall prepare and execute a Release Readiness process that documents and ensures readiness for all functionality within the release.</p> <p>The contractor shall coordinate with the HSD management team to use a set of guidelines and templates that will ensure the readiness of each release.</p> <p>The contractor shall assess key attributes of the release against standards, policies, quality metrics, and release criteria to evaluate the readiness of the release, target environment, supporting release package, rollout and rollback plans, training plans, support plans and the risk management plan. The Release Readiness review results in a go/no-go decision about whether to deploy the release.</p>

Deliverable 17: CareAnalyzer UAT

Deliverable Name	Due Date	Compensation
CareAnalyzer UAT	7/31/20	Total Compensation Not to Exceed: \$62,500, Including NM GRT

Task Item	Sub Tasks	Description
UAT	UAT Acceptance Test Plan and Reports	<p>For each UAT, the Contractor and HSD stakeholders shall partner to complete UAT testing for the release and support of CareAnalyzer. Entrance criteria will be successful completion of SIT and creation of a UAT environment that is prepared with UAT data.</p> <p>The Contractor shall produce the following UAT test artifacts based on the release scope:</p> <ul style="list-style-type: none"> a. Acceptance Test Scenarios b. Acceptance test cases including expected results and pass/fail criteria c. Acceptance test scripts <p>The Contractor and HSD stakeholders shall partner to produce UAT reports, address any issues discovered and complete retesting where needed.</p>
	Training	<p>The training plan is a separate deliverable that will elaborate and provide an overview of all training activities and methods through the course of this project.</p> <p>UAT training will be executed in accordance with the scope, timing and methods agreed to in the training plan and outlined in 10.1 Training and Training Plan.</p> <p>Prior to UAT, HSD and the Contractor will work to identify HSD UAT participants that will need to be trained to effectively participate in UAT.</p>
	UAT Readiness	<p>The Contractor shall prepare a UAT readiness checklist that documents and ensures readiness for UAT.</p> <p>The contractor shall coordinate with the HSD management team to use a set of checklist items that will ensure UAT should commence.</p> <ul style="list-style-type: none"> a. SIT results sign-off b. UAT data have been loaded and tested c. Known issues by severity level have been documented d. Training has been completed e. UAT user access has been verified f. UAT time frame has been determined g. UAT test case review, feedback and triage process has been agreed to

		<p>h. RTM updated</p> <p>The UAT Release checklist review results in a go/no-go decision about whether to continue with UAT.</p>
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Deliverable 18: Case Tracking SIT

Deliverable Name	Due Date	Compensation
Case Tracking SIT	7/31/20	Total Compensation Not to Exceed: \$69,900, Including NM GRT

Task Item	Sub Tasks	Description
SIT	System Test Plan and Reports	<p>For each Case Tracking release, the Contractor shall coordinate with HSD stakeholders to develop a Release System Test Plan in compliance with the Master Test Plan.</p> <p>In accordance with the accepted Case Tracking System Test Plan, the Contractor shall produce System Test Reports for items tested in this release and associated iterations, including:</p> <ul style="list-style-type: none"> a. Summary of test results; b. Pass/failure rate; c. Defects found and severity level of failures; and d. Proposed or enacted resolution for identified defects. <p>The contractor shall update the following artifacts:</p> <ul style="list-style-type: none"> a. Metadata Catalog b. Data Dictionary within the Metadata catalog c. Data models (Logical, Physical) d. ICD (Integration Catalog) e. Capacity Planning f. Security Approach

Deliverable 19: SURS Reporting SIT

Deliverable Name		Due Date	Compensation
SURS Reporting SIT		7/31/20	Total Compensation Not to Exceed: \$26,250, Including NM GRT
Task Item	Sub Tasks	Description	
SIT	System Test Plan and Reports	<p>For each SURS Reporting release, the Contractor shall coordinate with HSD stakeholders to develop a Release System Test Plan in compliance with the Master Test Plan.</p> <p>In accordance with the accepted SURS Reporting System Test Plan, the Contractor shall produce System Test Reports for items tested in this release and associated iterations, including:</p> <ul style="list-style-type: none"> a. Summary of test results; b. Pass/failure rate; c. Defects found and severity level of failures; and d. Proposed or enacted resolution for identified defects. <p>The Contractor shall update the following artifacts:</p> <ul style="list-style-type: none"> a. Metadata Catalog b. Data Dictionary within the Metadata catalog c. Data models (Logical, Physical) d. ICD (Integration Catalog) e. Capacity Planning f. Security Approach 	

Deliverable 20: Provider Surveillance SIT

Deliverable Name		Due Date	Compensation
Provider Surveillance SIT		7/31/20	Total Compensation Not to Exceed: \$31,350, Including NM GRT
Task Item	Sub Tasks	Description	
SIT	System Test	For each Provider Surveillance release, the Contractor shall	

	Plan and Reports	<p>coordinate with HSD stakeholders to develop a Release System Test Plan in compliance with the Master Test Plan.</p> <p>In accordance with the accepted Provider Surveillance System Test Plan, the Contractor shall produce System Test Reports for items tested in this release and associated iterations, including:</p> <ul style="list-style-type: none"> a. Summary of test results; b. Pass/failure rate; c. Defects found and severity level of failures; and d. Proposed or enacted resolution for identified defects.
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Deliverable 21: QA Data Mart SIT

Deliverable Name	Due Date	Compensation
QA Data Mart SIT	8/31/20	Total Compensation Not to Exceed: \$52,000, Including NM GRT

Task Item	Sub Tasks	Description
SIT	System Test Plan and Reports	<p>For each QA Data Mart release, the Contractor shall coordinate with HSD stakeholders to develop a Release System Test Plan in compliance with the Master Test Plan.</p> <p>In accordance with the accepted QA Data Mart System Test Plan, the Contractor shall produce System Test Reports for items tested in this release and associated iterations, including:</p> <ul style="list-style-type: none"> a. Summary of test results; b. Pass/failure rate; c. Defects found and severity level of failures; and d. Proposed or enacted resolution for identified defects. <p>The Contractor shall update the following artifacts:</p> <ul style="list-style-type: none"> a. Metadata Catalog b. Data Dictionary within the Metadata catalog c. Data models (Logical, Physical) d. ICD (Integration Catalog) e. Capacity Planning f. Security Approach

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Deliverable 22: Case Tracking UAT

Deliverable Name		Due Date	Compensation
Case Tracking UAT		9/30/20	Total Compensation Not to Exceed: \$116,500, Including NM GRT
Task Item	Sub Tasks	Description	
UAT	UAT Acceptance Test Plan and Reports	<p>For each UAT, the Contractor and HSD stakeholders shall partner to complete UAT testing for the release and support of Case Tracking. Entrance criteria will be successful completion of SIT and creation of a UAT environment that is prepared with UAT data.</p> <p>The Contractor shall produce the following UAT test artifacts based on the release scope:</p> <ul style="list-style-type: none"> a. Acceptance Test Scenarios b. Acceptance test cases including expected results and pass/fail criteria c. Acceptance test scripts <p>The Contractor and HSD stakeholders shall partner to produce UAT reports, address any issues discovered and complete retesting where needed.</p>	
	Training	<p>The training plan is a separate deliverable that will elaborate and provide an overview of all training activities and methods through the course of this project.</p> <p>UAT training will be executed in accordance with the scope, timing and methods agreed to in the training plan and outlined in 10.1 Training and Training Plan.</p> <p>Prior to UAT, HSD and the Contractor will work to identify HSD UAT participants that will need to be trained to effectively participate in UAT.</p>	
	UAT Readiness	<p>The Contractor shall prepare a UAT readiness checklist that documents and ensures readiness for UAT.</p> <p>The contractor shall coordinate with the HSD management</p>	

		<p>team to use a set of checklist items that will ensure UAT should commence.</p> <ul style="list-style-type: none"> a. SIT results sign-off b. UAT data have been loaded and tested c. Known issues by severity level have been documented d. Training has been completed e. UAT user access has been verified f. UAT time frame has been determined g. UAT test case review, feedback and triage process has been agreed to h. RTM updated <p>The UAT Release checklist review results in a go/no-go decision about whether to continue with UAT.</p>
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Deliverable 23: SURS Reporting UAT

Deliverable Name	Due Date	Compensation
SURS Reporting UAT	9/30/20	Total Compensation Not to Exceed: \$43,750, Including NM GRT
Task Item	Sub Tasks	Description
UAT	UAT Acceptance Test Plan and Reports	<p>For each UAT, the Contractor and HSD stakeholders shall partner to complete UAT testing for the release and support of SURS Reporting. Entrance criteria will be successful completion of SIT and creation of a UAT environment that is prepared with UAT data.</p> <p>The Contractor shall produce the following UAT test artifacts based on the release scope:</p> <ul style="list-style-type: none"> a. Acceptance Test Scenarios b. Acceptance test cases including expected results and pass/fail criteria c. Acceptance test scripts <p>The Contractor and HSD stakeholders shall partner to produce UAT reports, address any issues discovered and complete retesting where needed.</p>
	Training	The training plan is a separate deliverable that will elaborate and provide an overview of all training activities and

		<p>methods through the course of this project.</p> <p>UAT training will be executed in accordance with the scope, timing and methods agreed to in the training plan and outlined in 10.1 Training and Training Plan.</p> <p>Prior to UAT, HSD and the Contractor will work to identify HSD UAT participants that will need to be trained to effectively participate in UAT.</p>
	UAT Readiness	<p>The Contractor shall prepare a UAT readiness checklist that documents and ensures readiness for UAT.</p> <p>The contractor shall coordinate with the HSD management team to use a set of checklist items that will ensure UAT should commence.</p> <ul style="list-style-type: none"> a. SIT results sign-off b. UAT data have been loaded and tested c. Known issues by severity level have been documented d. Training has been completed e. UAT user access has been verified f. UAT time frame has been determined g. UAT test case review, feedback and triage process has been agreed to h. RTM updated <p>The UAT Release checklist review results in a go/no-go decision about whether to continue with UAT.</p>

Deliverable 24: Provider Surveillance UAT

Deliverable Name		Due Date	Compensation
Provider Surveillance UAT		9/30/20	Total Compensation Not to Exceed: \$52,250, Including NM GRT
Task Item	Sub Tasks	Description	

UAT	UAT Acceptance Test Plan and Reports	<p>For each UAT, the Contractor and HSD stakeholders shall partner to complete UAT testing for the release and support of Provider Surveillance. Entrance criteria will be successful completion of SIT and creation of a UAT environment that is prepared with UAT data.</p> <p>The Contractor shall produce the following UAT test artifacts based on the release scope:</p> <ul style="list-style-type: none"> a. Acceptance Test Scenarios b. Acceptance test cases including expected results and pass/fail criteria c. Acceptance test scripts <p>The Contractor and HSD stakeholders shall partner to produce UAT reports, address any issues discovered and complete retesting where needed.</p>
	Training	<p>The training plan is a separate deliverable that will elaborate and provide an overview of all training activities and methods through the course of this project.</p> <p>UAT training will be executed in accordance with the scope, timing and methods agreed to in the training plan and outlined in 10.1 Training and Training Plan.</p> <p>Prior to UAT, HSD and the Contractor will work to identify HSD UAT participants that will need to be trained to effectively participate in UAT.</p>
	UAT Readiness	<p>The Contractor shall prepare a UAT readiness checklist that documents and ensures readiness for UAT.</p> <p>The contractor shall coordinate with the HSD management team to use a set of checklist items that will ensure UAT should commence.</p> <ul style="list-style-type: none"> a. SIT results sign-off b. UAT data have been loaded and tested c. Known issues by severity level have been documented d. Training has been completed e. UAT user access has been verified f. UAT time frame has been determined g. UAT test case review, feedback and triage process has been agreed to h. RTM updated

		The UAT Release checklist review results in a go/no-go decision about whether to continue with UAT.
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Deliverable 25: Managed Care Plan Reporting/Data Validation UAT

Deliverable Name		Due Date	Compensation
Managed Care Plan Reporting/Data Validation UAT		9/30/20	Total Compensation Not to Exceed: \$31,250, Including NM GRT
Task Item	Sub Tasks	Description	
UAT	UAT Acceptance Test Plan and Reports	<p>For each UAT, the Contractor and HSD stakeholders shall partner to complete UAT testing for the release and support of Managed Care Plan Reporting/Data Validation. Entrance criteria will be successful completion of SIT and creation of a UAT environment that is prepared with UAT data.</p> <p>The Contractor shall produce the following UAT test artifacts based on the release scope:</p> <ul style="list-style-type: none"> a. Acceptance Test Scenarios b. Acceptance test cases including expected results and pass/fail criteria c. Acceptance test scripts <p>The Contractor and HSD stakeholders shall partner to produce UAT reports, address any issues discovered and complete retesting where needed.</p>	
	Training	<p>The training plan is a separate deliverable that will elaborate and provide an overview of all training activities and methods through the course of this project.</p> <p>UAT training will be executed in accordance with the scope, timing and methods agreed to in the training plan and outlined in 10.1 Training and Training Plan.</p> <p>Prior to UAT, HSD and the Contractor will work to identify HSD UAT participants that will need to be trained to effectively participate in UAT.</p>	
	UAT Readiness	<p>The Contractor shall prepare a UAT readiness checklist that documents and ensures readiness for UAT.</p> <p>The contractor shall coordinate with the HSD management</p>	

		<p>team to use a set of checklist items that will ensure UAT should commence.</p> <ul style="list-style-type: none"> a. SIT results sign-off b. UAT data have been loaded and tested c. Known issues by severity level have been documented d. Training has been completed e. UAT user access has been verified f. UAT time frame has been determined g. UAT test case review, feedback and triage process has been agreed to h. RTM updated <p>The UAT Release checklist review results in a go/no-go decision about whether to continue with UAT.</p>
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Deliverable 26: Managed Care Contract Oversight UAT

Deliverable Name	Due Date	Compensation
Managed Care Contract Oversight UAT	9/30/20	Total Compensation Not to Exceed: \$31,250, Including NM GRT
Task Item	Sub Tasks	Description
UAT	UAT Acceptance Test Plan and Reports	<p>For each UAT, the Contractor and HSD stakeholders shall partner to complete UAT testing for the release and support of Managed Care Contract Oversight. Entrance criteria will be successful completion of SIT and creation of a UAT environment that is prepared with UAT data.</p> <p>The Contractor shall produce the following UAT test artifacts based on the release scope:</p> <ul style="list-style-type: none"> a. Acceptance Test Scenarios b. Acceptance test cases including expected results and pass/fail criteria c. Acceptance test scripts <p>The Contractor and HSD stakeholders shall partner to produce UAT reports, address any issues discovered and complete retesting where needed.</p>
	Training	The training plan is a separate deliverable that will elaborate and provide an overview of all training activities and

		<p>methods through the course of this project.</p> <p>UAT training will be executed in accordance with the scope, timing and methods agreed to in the training plan and outlined in 11.10.1 Training and Training Plan.</p> <p>Prior to UAT, HSD and the Contractor will work to identify HSD UAT participants that will need to be trained to effectively participate in UAT.</p>
	UAT Readiness	<p>The Contractor shall prepare a UAT readiness checklist that documents and ensures readiness for UAT.</p> <p>The contractor shall coordinate with the HSD management team to use a set of checklist items that will ensure UAT should commence.</p> <ul style="list-style-type: none"> a. SIT results sign-off b. UAT data have been loaded and tested c. Known issues by severity level have been documented d. Training has been completed e. UAT user access has been verified f. UAT time frame has been determined g. UAT test case review, feedback and triage process has been agreed to h. RTM updated <p>The UAT Release checklist review results in a go/no-go decision about whether to continue with UAT.</p>

Deliverable 27: Monitoring Reporting Release 2

Deliverable Name		Due Date	Compensation
Monitoring Reporting Release 2		09/30/20	Total Compensation Not to Exceed: \$66,666, Including NM GRT
Task Item	Sub Tasks	Description	
Release	Release Schedule	In coordination and compliance with the Release Strategy date set for this release, the Contractor shall coordinate with HSD stakeholders to develop a detailed release schedule for	

		all activities, document updates and deliverables within this release.
	Release Refinement and Iteration Planning	<p>Prior to each release, the Contractor and HSD stakeholders will review the release schedules, iterations definitions and work planned then make updates based on Change Request, backlog grooming, and defects. As a part of this refinement, the Contractor shall complete the following:</p> <ul style="list-style-type: none"> a. Review and update prioritized items, including Change Requests and Defects and update RTM as needed. b. Review and potential update of feature estimates c. Review and update of vendor dependency d. Review and update of team velocity compared to prior release execution, compared to average velocity of prior iterations and based on team availability for this release e. Refinement and finalization of individual resource tasks f. Review and update of any scheduled work based on work refinement and team's velocity g. Review and update of future releases based on review of past releases h. Implementation of any agreed upon process improvement based on previous release reviews
	Release and iteration monitoring	The Contractor shall monitor each iteration within this release to control scope and ensure Monitoring.
	Release Requirements	<p>For each Monitoring Reporting release, the Contractor and HSD stakeholders shall complete requirements selection and inclusion iteratively to accommodate prioritization and scoping refinements that emerge over the course of the project.</p> <p>The Contractor shall update the following artifacts based on Monitoring Reporting Release 2 scope:</p> <ul style="list-style-type: none"> a. Requirements Specification Document b. RTM c. Business Architecture Design Document
	Release Design	<p>For each Monitoring Reporting release, the Contractor and HSD stakeholders shall complete design iteratively.</p> <p>The Contractor shall update the following artifacts based on Monitoring Reporting Release 2 scope:</p> <ul style="list-style-type: none"> a. System Design Document

		<ul style="list-style-type: none"> b. Metadata Catalog c. Data Dictionary within the Metadata catalog d. Data models (Conceptual, Logical, Physical) e. ICD (Integration Catalog) f. Capacity Planning g. Security Approach
	<p>Release System Test Plan and Reports</p>	<p>For each Monitoring Reporting release, the Contractor shall coordinate with HSD stakeholders to develop a Release System Test Plan in compliance with the Master Test Plan.</p> <p>In accordance with the accepted Release System Test Plan, the Contractor shall produce System Test Reports for items tested in this release and associated iterations, including:</p> <ul style="list-style-type: none"> a. Summary of test results; b. Pass/failure rate; c. Defects found and severity level of failures; and d. Proposed or enacted resolution for identified defects.
	<p>Release Acceptance Test Plan and Reports</p>	<p>For each Monitoring Reporting release, the Contractor and HSD stakeholders shall partner to complete UAT testing iteratively.</p> <p>The Contractor shall produce the following UAT test artifacts based on the release scope:</p> <ul style="list-style-type: none"> a. Acceptance Test Scenarios b. Acceptance test cases including expected results and pass/fail criteria c. Acceptance test scripts <p>The Contractor and HSD stakeholders shall partner to produce UAT reports, address any issues discovered and complete retesting where needed.</p>
	<p>Release Readiness</p>	<p>The Contractor shall prepare and execute a Release Readiness process that documents and ensures readiness for all functionality within the release.</p> <p>The contractor shall coordinate with the HSD management team to use a set of guidelines and templates that will ensure the readiness of each release.</p> <p>The contractor shall assess key attributes of the release against standards, policies, Monitoring metrics, and release criteria to evaluate the readiness of the release, target environment, supporting release package, rollout and</p>

		<p>rollback plans, training plans, support plans and the risk management plan.</p> <p>The Release Readiness review results in a go/no-go decision about whether to deploy the release.</p>
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Deliverable 28: Quality Reporting Release 2

Deliverable Name		Due Date	Compensation
Quality Reporting Release 2		09/30/20	Total Compensation Not to Exceed: \$66,666, Including NM GRT
Task Item	Sub Tasks	Description	
Release	Release Schedule	In coordination and compliance with the Release Strategy date set for this release, the Contractor shall coordinate with HSD stakeholders to develop a detailed release schedule for all activities, document updates and deliverables within this release.	
	Release Refinement and Iteration Planning	<p>Prior to each release, the Contractor and HSD stakeholders will review the release schedules, iterations definitions and work planned then make updates based on Change Request, backlog grooming, and defects. As a part of this refinement, the Contractor shall complete the following:</p> <ul style="list-style-type: none"> a. Review and update prioritized items, including Change Requests and Defects and update RTM as needed. b. Review and potential update of feature estimates c. Review and update of vendor dependency d. Review and update of team velocity compared to prior release execution, compared to average velocity of prior iterations and based on team availability for this release 	

		<ul style="list-style-type: none"> e. Refinement and finalization of individual resource tasks f. Review and update of any scheduled work based on work refinement and team's velocity g. Review and update of future releases based on review of past releases h. Implementation of any agreed upon process improvement based on previous release reviews
	Release and iteration monitoring	The Contractor shall monitor each iteration within this release to control scope and ensure quality.
	Release Requirements	<p>For each Quality Reporting release, the Contractor and HSD stakeholders shall complete requirements selection and inclusion iteratively to accommodate prioritization and scoping refinements that emerge over the course of the project.</p> <p>The Contractor shall update the following artifacts based on Quality Reporting 2 Release scope:</p> <ul style="list-style-type: none"> a. Requirements Specification Document b. RTM c. Business Architecture Design Document
	Release Design	<p>For each Quality Reporting release, the Contractor and HSD stakeholders shall complete design iteratively.</p> <p>The Contractor shall update the following artifacts based on Quality Reporting 2 Release scope:</p> <ul style="list-style-type: none"> a. System Design Document b. Metadata Catalog c. Data Dictionary within the Metadata catalog d. Data models (Conceptual, Logical, Physical) e. ICD (Integration Catalog) f. Capacity Planning g. Security Approach
	Release System Test Plan and Reports	<p>For each Quality Reporting release, the Contractor shall coordinate with HSD stakeholders to develop a Release System Test Plan in compliance with the Master Test Plan.</p> <p>In accordance with the accepted Release System Test Plan, the Contractor shall produce System Test Reports for items tested in this release and associated iterations, including:</p> <ul style="list-style-type: none"> a. Summary of test results;

		<ul style="list-style-type: none"> b. Pass/failure rate; c. Defects found and severity level of failures; and d. Proposed or enacted resolution for identified defects.
	Release Acceptance Test Plan and Reports	<p>For each Quality Reporting release, the Contractor and HSD stakeholders shall partner to complete UAT testing iteratively.</p> <p>The Contractor shall produce the following UAT test artifacts based on the release scope:</p> <ul style="list-style-type: none"> a. Acceptance Test Scenarios b. Acceptance test cases including expected results and pass/fail criteria c. Acceptance test scripts <p>The Contractor and HSD stakeholders shall partner to produce UAT reports, address any issues discovered and complete retesting where needed.</p>
	Release Readiness	<p>The Contractor shall prepare and execute a Release Readiness process that documents and ensures readiness for all functionality within the release.</p> <p>The Contractor shall coordinate with the HSD management team to use a set of guidelines and templates that will ensure the readiness of each release.</p> <p>The Contractor shall assess key attributes of the release against standards, policies, quality metrics, and release criteria to evaluate the readiness of the release, target environment, supporting release package, rollout and rollback plans, training plans, support plans and the risk management plan.</p> <p>The Release Readiness review results in a go/no-go decision about whether to deploy the release.</p>

Deliverable 29: Vulnerability Assessment UAT

Deliverable Name	Due Date	Compensation
Vulnerability Assessment UAT	10/31/20	Total Compensation Not to Exceed: \$50,000, Including NM GRT

Task Item	Sub Tasks	Description
UAT	UAT Acceptance Test Plan and Reports	<p>For each UAT, the Contractor and HSD stakeholders shall partner to complete UAT testing for the release and support of Vulnerability Assessment. Entrance criteria will be successful completion of SIT and creation of a UAT environment that is prepared with UAT data.</p> <p>The Contractor shall produce the following UAT test artifacts based on the release scope:</p> <ul style="list-style-type: none"> a. Acceptance Test Scenarios b. Acceptance test cases including expected results and pass/fail criteria c. Acceptance test scripts <p>The Contractor and HSD stakeholders shall partner to produce UAT reports, address any issues discovered and complete retesting where needed.</p>
	Training	<p>The training plan is a separate deliverable that will elaborate and provide an overview of all training activities and methods through the course of this project.</p> <p>UAT training will be executed in accordance with the scope, timing and methods agreed to in the training plan and outlined in 10.1 Training and Training Plan.</p> <p>Prior to UAT, HSD and the Contractor will work to identify HSD UAT participants that will need to be trained to effectively participate in UAT.</p>
	UAT Readiness	<p>The Contractor shall prepare a UAT readiness checklist that documents and ensures readiness for UAT.</p> <p>The contractor shall coordinate with the HSD management team to use a set of checklist items that will ensure UAT should commence.</p> <ul style="list-style-type: none"> a. SIT results sign-off b. UAT data have been loaded and tested c. Known issues by severity level have been documented d. Training has been completed e. UAT user access has been verified f. UAT time frame has been determined g. UAT test case review, feedback and triage process has been agreed to

		<p>h. RTM updated</p> <p>The UAT Release checklist review results in a go/no-go decision about whether to continue with UAT.</p>
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Deliverable 30: QA Data Mart UAT

Deliverable Name	Due Date	Compensation
QA Data Mart UAT	10/30/20	Total Compensation Not to Exceed: \$87,500, Including NM GRT

Task Item	Sub Tasks	Description
UAT	UAT Acceptance Test Plan and Reports	<p>For each UAT, the Contractor and HSD stakeholders shall partner to complete UAT testing for the release and support of QA Data Mart. Entrance criteria will be successful completion of SIT and creation of a UAT environment that is prepared with UAT data.</p> <p>The Contractor shall produce the following UAT test artifacts based on the release scope:</p> <ul style="list-style-type: none"> a. Acceptance Test Scenarios b. Acceptance test cases including expected results and pass/fail criteria c. Acceptance test scripts <p>The Contractor and HSD stakeholders shall partner to produce UAT reports, address any issues discovered and complete retesting where needed.</p>
	Training	<p>The training plan is a separate deliverable that will elaborate and provide an overview of all training activities and methods through the course of this project.</p> <p>UAT training will be executed in accordance with the scope, timing and methods agreed to in the training plan and outlined in 10.1 Training and Training Plan.</p> <p>Prior to UAT, HSD and the Contractor will work to identify HSD UAT participants that will need to be trained to effectively participate in UAT.</p>
	UAT Readiness	The Contractor shall prepare a UAT readiness checklist that documents and ensures readiness for UAT.

		<p>The Contractor shall coordinate with the HSD management team to use a set of checklist items that will ensure UAT should commence.</p> <ul style="list-style-type: none"> a. SIT results sign-off b. UAT data have been loaded and tested c. Known issues by severity level have been documented d. Training has been completed e. UAT user access has been verified f. UAT time frame has been determined g. UAT test case review, feedback and triage process has been agreed to h. RTM updated <p>The UAT Release checklist review results in a go/no-go decision about whether to continue with UAT.</p>
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Deliverable 31: CareAnalyzer Production Release

Deliverable Name	Due Date	Compensation
CareAnalyzer Production Release	12/31/20	Total Compensation Not to Exceed: \$81,250, Including NM GRT
Task Item	Sub Tasks	Description
Production Release	Production Release Readiness Checklist	<p>For CareAnalyzer Production Release, the Contractor shall coordinate with HSD stakeholders to develop a Production Check List to ensure HSD and Contractor are prepared for ongoing support and maintenance.</p> <p>Checklist items include the following;</p> <ul style="list-style-type: none"> a. UAT acceptance b. Known issues updated c. Defect tracking process identified d. Change control process identified e. Update 11.1 Operational Stabilization Plan f. Rollout training to larger user base completed g. Support activities agreed to; <ul style="list-style-type: none"> 1. Help desk protocols identified 2. User group plans identified

		<p>3. Data load schedules identified</p> <p>h. User access verified</p> <p>i. Production go-live data communicated</p>
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Deliverable 32: CareAnalyzer Certification Mapping

Deliverable Name		Due Date	Compensation
CareAnalyzer Certification Mapping		12/31/20	Total Compensation Not to Exceed: \$18,750, Including NM GRT
Task Item	Sub Tasks	Description	
Certification Mapping	Certification Mapping	<p>For CareAnalyzer Certification Mapping, the Contractor shall coordinate with HSD stakeholders to develop a Certification Mapping document that aligns all aspects of the solution and services associated with CareAnalyzer to the associated CMS certification checklist items(s).</p> <p>The deliverable will include the CMS certification checklist item number, description, a description of how the solution satisfies the requirement and the artifact to demonstrate CMS certification readiness.</p>	
CMS MMIS Certification Requirements	Meet CMS MMIS Certification Requirements	<p>The Contractor must support the HSD and the MMISR Independent Verification and Validation (IV&V) Contractor through the CMS MMIS certification process and ensure that that CMS certification requirements are met.</p> <p>The Contractor must ensure that the QA Services Program Management and Implementation Team will participate in all planning, preparation, and review activities for CMS certification of the new QA Services Project and actively support preparations for the CMS federal certification review, as directed.</p> <p>The Contractor must be available to the Procuring Agency during the actual CMS on-site review and assist with any CMS follow-up requests.</p>	

		<p>The Contractor shall provide the documentation required to support CMS Operational Milestone Review for Certification and CMS MMIS Certification Final Review and keep them updated in the HHS 2020 Document Library.</p> <p>The Contractor shall comply with applicable CMS MMIS MECT checklist System Review Criteria for the QA module, provide the necessary artifacts and evidence, and update the documentation, if needed, after review with the HSD and the MMISR IV&V Contractor.</p>
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Deliverable 33: Case Tracking Production Release

Deliverable Name		Due Date	Compensation
Case Tracking Production Release		12/31/20	Total Compensation Not to Exceed: \$151,450, Including NM GRT
Task Item	Sub Tasks	Description	
Production Release	Production Release Readiness Checklist	<p>For Case Tracking Production Release, the Contractor shall coordinate with HSD stakeholders to develop a Production Check List to ensure HSD and Contractor are prepared for ongoing support and maintenance.</p> <p>Checklist items include the following;</p> <ul style="list-style-type: none"> a. UAT acceptance b. Known issues updated c. Defect tracking process identified d. Change control process identified e. Update 11.1 Operational Stabilization Plan f. Rollout training to larger user base completed g. Support activities agreed to; <ul style="list-style-type: none"> 1. Help desk protocols identified 2. User group plans identified 3. Data load schedules identified h. User access verified i. Production go-live data communicated 	

Deliverable 34: Case Tracking Certification Mapping

Deliverable Name	Due Date	Compensation
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Case Tracking Certification Mapping		12/31/20	Total Compensation Not to Exceed: \$34,950, Including NM GRT
Task Item	Sub Tasks	Description	
Certification Mapping	Certification Mapping	<p>For Case Tracking Certification Mapping, the Contractor shall coordinate with HSD stakeholders to develop a Certification Mapping document that aligns all aspects of the solution and services associated with Case Tracking to the associated CMS certification checklist items(s).</p> <p>The deliverable will include the CMS certification checklist item number, description, a description of how the solution satisfies the requirement and the artifact to demonstrate CMS certification readiness.</p>	
CMS MMIS Certification Requirements	Meet CMS MMIS Certification Requirements	<p>The Contractor must support the HSD and the MMISR Independent Verification and Validation (IV&V) Contractor through the CMS MMIS certification process and ensure that that CMS certification requirements are met.</p> <p>The Contractor must ensure that the QA Services Program Management and Implementation Team will participate in all planning, preparation, and review activities for CMS certification of the new QA Services Project and actively support preparations for the CMS federal certification review, as directed.</p> <p>The Contractor must be available to the Procuring Agency during the actual CMS on-site review and assist with any CMS follow-up requests.</p> <p>The Contractor shall provide the documentation required to support CMS Operational Milestone Review for Certification and CMS MMIS Certification Final Review and keep them updated in the HHS 2020 Document Library.</p> <p>The Contractor shall comply with applicable CMS MMIS MECT checklist System Review Criteria for the QA module, provide the necessary artifacts and evidence, and update the</p>	

		documentation, if needed, after review with the HSD and the MMISR IV&V Contractor.
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Deliverable 35: Vulnerability Assessment Production Release

Deliverable Name		Due Date	Compensation
Vulnerability Assessment Production Release		12/31/20	Total Compensation Not to Exceed: \$65,000, Including NM GRT
Task Item	Sub Tasks	Description	
Production Release	Production Release Readiness Checklist	<p>For Vulnerability Assessment Production Release, the Contractor shall coordinate with HSD stakeholders to develop a Production Check List to ensure HSD and Contractor are prepared for ongoing support and maintenance.</p> <p>Checklist items include the following;</p> <ul style="list-style-type: none"> a. UAT acceptance b. Known issues updated c. Defect tracking process identified d. Change control process identified e. Update 11.1 Operational Stabilization Plan f. Rollout training to larger user base completed g. Support activities agreed to; <ul style="list-style-type: none"> 1. Help desk protocols identified 2. User group plans identified 3. Data load schedules identified h. User access verified i. Production go-live data communicated 	

Deliverable 36: Vulnerability Assessment Certification Mapping

Vulnerability Assessment Certification Mapping	12/31/20	Total Compensation Not to Exceed: \$15,000, Including NM GRT
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Task Item	Sub Tasks	Description
Certification Mapping	Certification Mapping	<p>For Vulnerability Assessment Certification Mapping, the Contractor shall coordinate with HSD stakeholders to develop a Certification Mapping document that aligns all aspects of the solution and services associated with Vulnerability Assessment to the associated CMS certification checklist items(s).</p> <p>The deliverable will include the CMS certification checklist item number, description, a description of how the solution satisfies the requirement and the artifact to demonstrate CMS certification readiness.</p>
CMS MMIS Certification Requirements	Meet CMS MMIS Certification Requirements	<p>The Contractor must support the HSD and the MMISR Independent Verification and Validation (IV&V) Contractor through the CMS MMIS certification process and ensure that that CMS certification requirements are met.</p> <p>The Contractor must ensure that the QA Services Program Management and Implementation Team will participate in all planning, preparation, and review activities for CMS certification of the new QA Services Project and actively support preparations for the CMS federal certification review, as directed.</p> <p>The Contractor must be available to the Procuring Agency during the actual CMS on-site review and assist with any CMS follow-up requests.</p> <p>The Contractor shall provide the documentation required to support CMS Operational Milestone Review for Certification and CMS MMIS Certification Final Review and keep them updated in the HHS 2020 Document Library.</p> <p>The Contractor shall comply with applicable CMS MMIS MECT checklist System Review Criteria for the QA module, provide the necessary artifacts and evidence, and update the documentation, if needed, after review with the HSD and the MMISR IV&V Contractor.</p>

Deliverable 37: SURS Reporting Production Release

Deliverable Name	Due Date	Compensation
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SURS Reporting Production Release		12/31/20	Total Compensation Not to Exceed: \$56,875, Including NM GRT
Task Item	Sub Tasks	Description	
Production Release	Production Release Readiness Checklist	<p>For SURS Reporting Production Release, the Contractor shall coordinate with HSD stakeholders to develop a Production Check List to ensure HSD and Contractor are prepared for ongoing support and maintenance.</p> <p>Checklist items include the following;</p> <ul style="list-style-type: none"> a. UAT acceptance b. Known issues updated c. Defect tracking process identified d. Change control process identified e. Update 11.1 Operational Stabilization Plan f. Rollout training to larger user base completed g. Support activities agreed to; <ul style="list-style-type: none"> 1. Help desk protocols identified 2. User group plans identified 3. Data load schedules identified h. User access verified i. Production go-live data communicated 	

Deliverable 38: SURS Reporting Certification Mapping

Deliverable Name	Due Date	Compensation
SURS Reporting Certification Mapping	12/31/20	Total Compensation Not to Exceed: \$13,125, Including NM GRT
Task Item	Sub Tasks	Description
Certification Mapping	Certification Mapping	For SURS Reporting Certification Mapping, the Contractor shall coordinate with HSD stakeholders to develop a Certification Mapping document that aligns all aspects of the solution and services associated with SURS Reporting to the associated CMS certification checklist items(s).

		The deliverable will include the CMS certification checklist item number, description, a description of how the solution satisfies the requirement and the artifact to demonstrate CMS certification readiness.
CMS MMIS Certification Requirements	Meet CMS MMIS Certification Requirements	<p>The Contractor must support the HSD and the MMISR Independent Verification and Validation (IV&V) Contractor through the CMS MMIS certification process and ensure that that CMS certification requirements are met.</p> <p>The Contractor must ensure that the QA Services Program Management and Implementation Team will participate in all planning, preparation, and review activities for CMS certification of the new QA Services Project and actively support preparations for the CMS federal certification review, as directed.</p> <p>The Contractor must be available to the Procuring Agency during the actual CMS on-site review and assist with any CMS follow-up requests.</p> <p>The Contractor shall provide the documentation required to support CMS Operational Milestone Review for Certification and CMS MMIS Certification Final Review and keep them updated in the HHS 2020 Document Library.</p> <p>The Contractor shall comply with applicable CMS MMIS MECT checklist System Review Criteria for the QA module, provide the necessary artifacts and evidence, and update the documentation, if needed, after review with the HSD and the MMISR IV&V Contractor.</p>

Deliverable 39: Provider Surveillance Production Release

Deliverable Name		Due Date	Compensation
Provider Surveillance Production Release		12/31/20	Total Compensation Not to Exceed: \$67,925, Including NM GRT
Task Item	Sub Tasks	Description	
Production Release	Production	For Provider Surveillance Production Release, the Contractor	

	Release Readiness Checklist	<p>shall coordinate with HSD stakeholders to develop a Production Check List to ensure HSD and Contractor are prepared for ongoing support and maintenance.</p> <p>Checklist items include the following;</p> <ul style="list-style-type: none"> a. UAT acceptance b. Known issues updated c. Defect tracking process identified d. Change control process identified e. Update 11.1 Operational Stabilization Plan f. Rollout training to larger user base completed g. Support activities agreed to; <ul style="list-style-type: none"> 1. Help desk protocols identified 2. User group plans identified 3. Data load schedules identified h. User access verified i. Production go-live data communicated
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Deliverable 40: Provider Surveillance Certification Mapping

Provider Surveillance Certification Mapping		12/31/20	Total Compensation Not to Exceed: \$15,675, Including NM GRT
Task Item	Sub Tasks	Description	
Certification Mapping	Certification Mapping	<p>For Provider Surveillance Certification Mapping, the Contractor shall coordinate with HSD stakeholders to develop a Certification Mapping document that aligns all aspects of the solution and services associated with Provider Surveillance to the associated CMS certification checklist items(s).</p> <p>The deliverable will include the CMS certification checklist item number, description, a description of how the solution satisfies the requirement and the artifact to demonstrate CMS certification readiness.</p>	
CMS MMIS Certification	Meet CMS MMIS	The Contractor must support the HSD and the MMISR Independent Verification and Validation (IV&V) Contractor	

Requirements	Certification Requirements	<p>through the CMS MMIS certification process and ensure that that CMS certification requirements are met.</p> <p>The Contractor must ensure that the QA Services Program Management and Implementation Team will participate in all planning, preparation, and review activities for CMS certification of the new QA Services Project and actively support preparations for the CMS federal certification review, as directed.</p> <p>The Contractor must be available to the Procuring Agency during the actual CMS on-site review and assist with any CMS follow-up requests.</p> <p>The Contractor shall provide the documentation required to support CMS Operational Milestone Review for Certification and CMS MMIS Certification Final Review and keep them updated in the HHS 2020 Document Library.</p> <p>The Contractor shall comply with applicable CMS MMIS MECT checklist System Review Criteria for the QA module, provide the necessary artifacts and evidence, and update the documentation, if needed, after review with the HSD and the MMISR IV&V Contractor.</p>
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Deliverable 41: Managed Care Plan Reporting/Data Validation Production Release

Deliverable Name	Due Date	Compensation
<p>Managed Care Plan Reporting/Data Validation Production Release</p>	<p>12/31/20</p>	<p>Total Compensation Not to Exceed: \$40,625, Including NM GRT</p>
Task Item	Sub Tasks	Description
Production Release	Production Release Readiness Checklist	<p>For Managed Care Plan Reporting/Data Validation Production Release, the Contractor shall coordinate with HSD stakeholders to develop a Production Check List to ensure HSD and Contractor are prepared for ongoing support and maintenance.</p> <p>Checklist items include the following;</p> <ul style="list-style-type: none"> a. UAT acceptance b. Known issues updated

		<ul style="list-style-type: none"> c. Defect tracking process identified d. Change control process identified e. Update 11.1 Operational Stabilization Plan f. Rollout training to larger user base completed g. Support activities agreed to; <ul style="list-style-type: none"> 1. Help desk protocols identified 2. User group plans identified 3. Data load schedules identified h. User access verified i. Production go-live data communicated
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Deliverable 42: Managed Care Plan Reporting/Data Validation Certification Mapping

Deliverable Name	Due Date	Compensation
Managed Care Plan Reporting/Data Validation Certification Mapping	12/31/20	Total Compensation Not to Exceed: \$9,375, Including NM GRT

Task Item	Sub Tasks	Description
Certification Mapping	Certification Mapping	<p>For Managed Care Plan Reporting/Data Validation Certification Mapping, the Contractor shall coordinate with HSD stakeholders to develop a Certification Mapping document that aligns all aspects of the solution and services associated with Managed Care Plan Reporting/Data Validation to the associated CMS certification checklist items(s).</p> <p>The deliverable will include the CMS certification checklist item number, description, a description of how the solution satisfies the requirement and the artifact to demonstrate CMS certification readiness.</p>
CMS MMIS Certification Requirements	Meet CMS MMIS Certification Requirements	<p>The Contractor must support the HSD and the MMISR Independent Verification and Validation (IV&V) Contractor through the CMS MMIS certification process and ensure that that CMS certification requirements are met.</p> <p>The Contractor must ensure that the QA Services Program Management and Implementation Team will participate in all planning, preparation, and review activities for CMS</p>

		<p>certification of the new QA Services Project and actively support preparations for the CMS federal certification review, as directed.</p> <p>The Contractor must be available to the Procuring Agency the actual CMS on-site review and assist with any CMS follow-up requests.</p> <p>The Contractor shall provide the documentation required to support CMS Operational Milestone Review for Certification and CMS MMIS Certification Final Review and keep them updated in the HHS 2020 Document Library.</p> <p>The Contractor shall comply with applicable CMS MMIS MECT checklist System Review Criteria for the QA module, provide the necessary artifacts and evidence, and update the documentation, if needed, after review with the HSD and the MMISR IV&V Contractor.</p>
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Deliverable 43: Managed Care Contract Oversight Production Release

Deliverable Name	Due Date	Compensation
Managed Care Contract Oversight Production Release	12/31/20	Total Compensation Not to Exceed: \$40,625, Including NM GRT
Task Item	Sub Tasks	Description
Production Release	Production Release Readiness Checklist	<p>For Managed Care Contract Oversight Production Release, the Contractor shall coordinate with HSD stakeholders to develop a Production Check List to ensure HSD and Contractor are prepared for ongoing support and maintenance.</p> <p>Checklist items include the following;</p> <ol style="list-style-type: none"> a. UAT acceptance b. Known issues updated c. Defect tracking process identified d. Change control process identified e. Update 11.1 Operational Stabilization Plan f. Rollout training to larger user base completed g. Support activities agreed to; <ol style="list-style-type: none"> 1. Help desk protocols identified

		<ul style="list-style-type: none"> 2. User group plans identified 3. Data load schedules identified h. User access verified i. Production go-live data communicated
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Deliverable 44: Managed Care Contract Oversight Certification Mapping

Deliverable Name		Due Date	Compensation
Managed Care Contract Oversight Certification Mapping		12/31/20	Total Compensation Not to Exceed: \$9,375, Including NM GRT
Task Item	Sub Tasks	Description	
Certification Mapping	Certification Mapping	<p>For Managed Care Contract Oversight Certification Mapping, the Contractor shall coordinate with HSD stakeholders to develop a Certification Mapping document that aligns all aspects of the solution and services associated with Managed Care Contract Oversight Certification Mapping to the associated CMS certification checklist items(s).</p> <p>The deliverable will include the CMS certification checklist item number, description, a description of how the solution satisfies the requirement and the artifact to demonstrate CMS certification readiness.</p>	
CMS MMIS Certification Requirements	Meet CMS MMIS Certification Requirements	<p>The Contractor must support the HSD and the MMISR Independent Verification and Validation (IV&V) Contractor through the CMS MMIS certification process and ensure that that CMS certification requirements are met.</p> <p>The Contractor must ensure that the QA Services Program Management and Implementation Team will participate in all planning, preparation, and review activities for CMS certification of the new QA Services Project and actively support preparations for the CMS federal certification review, as directed.</p> <p>The Contractor must be available to the Procuring Agency</p>	

	<p>during the actual CMS on-site review and assist with any CMS follow-up requests.</p> <p>The Contractor shall provide the documentation required to support CMS Operational Milestone Review for Certification and CMS MMIS Certification Final Review and keep them updated in the HHS 2020 Document Library.</p> <p>The Contractor shall comply with applicable CMS MMIS MECT checklist System Review Criteria for the QA module, provide the necessary artifacts and evidence, and update the documentation, if needed, after review with the HSD and the MMISR IV&V Contractor.</p>
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Deliverable 45: QA Data Mart Production Release

Deliverable Name	Due Date	Compensation
QA Data Mart Production Release	12/31/20	Total Compensation Not to Exceed: \$113,750, Including NM GRT
Task Item	Sub Tasks	Description
Production Release	Production Release Readiness Checklist	<p>For QA Data Mart Production Release, the Contractor shall coordinate with HSD stakeholders to develop a Production Check List to ensure HSD and Contractor are prepared for ongoing support and maintenance.</p> <p>Checklist items include the following;</p> <ul style="list-style-type: none"> a. UAT acceptance b. Known issues updated c. Defect tracking process identified d. Change control process identified e. Update 11.1 Operational Stabilization Plan f. Rollout training to larger user base completed g. Support activities agreed to; <ul style="list-style-type: none"> 1. Help desk protocols identified 2. User group plans identified 3. Data load schedules identified h. User access verified i. Production go-live data communicated

Deliverable 46: QA Data Mart Certification Mapping

Deliverable Name	Due Date	Compensation
QA Data Mart Certification Mapping	12/31/20	Total Compensation Not to Exceed: \$26,250, Including NM GRT

Task Item	Sub Tasks	Description
Certification Mapping	Certification Mapping	<p>For QA Data Mart Certification Mapping, the Contractor shall coordinate with HSD stakeholders to develop a Certification Mapping document that aligns all aspects of the solution and services associated with QA Data Mart Certification Mapping to the associated CMS certification checklist items(s).</p> <p>The deliverable will include the CMS certification checklist item number, description, a description of how the solution satisfies the requirement and the artifact to demonstrate CMS certification readiness.</p>
CMS MMIS Certification Requirements	Meet CMS MMIS Certification Requirements	<p>The Contractor must support the HSD and the MMISR Independent Verification and Validation (IV&V) Contractor through the CMS MMIS certification process and ensure that that CMS certification requirements are met.</p> <p>The Contractor must ensure that the QA Services Program Management and Implementation Team will participate in all planning, preparation, and review activities for CMS certification of the new QA Services Project and actively support preparations for the CMS federal certification review, as directed.</p> <p>The Contractor must be available to the Procuring Agency during the actual CMS on-site review and assist with any CMS follow-up requests.</p> <p>The Contractor shall provide the documentation required to support CMS Operational Milestone Review for Certification and CMS MMIS Certification Final Review and keep them updated in the HHS 2020 Document Library.</p>

		<ul style="list-style-type: none"> f. Review and update of any scheduled work based on work refinement and team's velocity g. Review and update of future releases based on review of past releases h. Implementation of any agreed upon process improvement based on previous release reviews
	Release and iteration monitoring	The Contractor shall monitor each iteration within this release to control scope and ensure Monitoring.
	Release Requirements	<p>For each Monitoring Reporting release, the Contractor and HSD stakeholders shall complete requirements selection and inclusion iteratively to accommodate prioritization and scoping refinements that emerge over the course of the project.</p> <p>The Contractor shall update the following artifacts based on Monitoring Reporting 3 Release scope:</p> <ul style="list-style-type: none"> a. Requirements Specification Document b. RTM c. Business Architecture Design Document
	Release Design	<p>For each Monitoring Reporting release, the Contractor and HSD stakeholders shall complete design iteratively.</p> <p>The Contractor shall update the following artifacts based on Monitoring Reporting 3 Release scope:</p> <ul style="list-style-type: none"> a. System Design Document b. Metadata Catalog c. Data Dictionary within the Metadata catalog d. Data models (Conceptual, Logical, Physical) e. ICD (Integration Catalog) f. Capacity Planning g. Security Approach
	Release System Test Plan and Reports	<p>For each Monitoring Reporting release, the Contractor shall coordinate with HSD stakeholders to develop a Release System Test Plan in compliance with the Master Test Plan.</p> <p>In accordance with the accepted Release System Test Plan, the Contractor shall produce System Test Reports for items tested in this release and associated iterations, including:</p> <ul style="list-style-type: none"> a. Summary of test results; b. Pass/failure rate; c. Defects found and severity level of failures; and

		d. Proposed or enacted resolution for identified defects.
	Release Acceptance Test Plan and Reports	<p>For each Monitoring Reporting release, the Contractor and HSD stakeholders shall partner to complete UAT testing iteratively.</p> <p>The Contractor shall produce the following UAT test artifacts based on the release scope:</p> <ul style="list-style-type: none"> a. Acceptance Test Scenarios b. Acceptance test cases including expected results and pass/fail criteria c. Acceptance test scripts <p>The Contractor and HSD stakeholders shall partner to produce UAT reports, address any issues discovered and complete retesting where needed.</p>
	Release Readiness	<p>The Contractor shall prepare and execute a Release Readiness process that documents and ensures readiness for all functionality within the release.</p> <p>The Contractor shall coordinate with the HSD management team to use a set of guidelines and templates that will ensure the readiness of each release.</p> <p>The Contractor shall assess key attributes of the release against standards, policies, Monitoring metrics, and release criteria to evaluate the readiness of the release, target environment, supporting release package, rollout and rollback plans, training plans, support plans and the risk management plan.</p> <p>The Release Readiness review results in a go/no-go decision about whether to deploy the release.</p>

Deliverable 48: Quality Reporting Release 3

Deliverable Name		Due Date	Compensation
Quality Reporting Release 3		12/31/20	Total Compensation Not to Exceed: \$66,666, Including NM GRT
Task Item	Sub Tasks	Description	

Release	Release Schedule	In coordination and compliance with the Release Strategy date set for this release, the Contractor shall coordinate with HSD stakeholders to develop a detailed release schedule for all activities, document updates and deliverables within this release.
	Release Refinement and Iteration Planning	<p>Prior to each release, the Contractor and HSD stakeholders will review the release schedules, iterations definitions and work planned then make updates based on Change Request, backlog grooming, and defects. As a part of this refinement, the Contractor shall complete the following:</p> <ul style="list-style-type: none"> a. Review and update prioritized items, including Change Requests and Defects and update RTM as needed. b. Review and potential update of feature estimates c. Review and update of vendor dependency d. Review and update of team velocity compared to prior release execution, compared to average velocity of prior iterations and based on team availability for this release e. Refinement and finalization of individual resource tasks f. Review and update of any scheduled work based on work refinement and team's velocity g. Review and update of future releases based on review of past releases h. Implementation of any agreed upon process improvement based on previous release reviews
	Release and iteration monitoring	The Contractor shall monitor each iteration within this release to control scope and ensure quality.
	Release Requirements	<p>For each Quality Reporting release, the Contractor and HSD stakeholders shall complete requirements selection and inclusion iteratively to accommodate prioritization and scoping refinements that emerge over the course of the project.</p> <p>The Contractor shall update the following artifacts based on Quality Reporting 3 Release scope:</p> <ul style="list-style-type: none"> a. Requirements Specification Document b. RTM c. Business Architecture Design Document
	Release	For each Quality Reporting release, the Contractor and HSD

	Design	<p>stakeholders shall complete design iteratively.</p> <p>The Contractor shall update the following artifacts based on Quality Reporting 3 Release scope:</p> <ul style="list-style-type: none"> a. System Design Document b. Metadata Catalog c. Data Dictionary within the Metadata catalog d. Data models (Conceptual, Logical, Physical) e. ICD (Integration Catalog) f. Capacity Planning g. Security Approach
	Release System Test Plan and Reports	<p>For each Quality Reporting release, the Contractor shall coordinate with HSD stakeholders to develop a Release System Test Plan in compliance with the Master Test Plan.</p> <p>In accordance with the accepted Release System Test Plan, the Contractor shall produce System Test Reports for items tested in this release and associated iterations, including:</p> <ul style="list-style-type: none"> a. Summary of test results; b. Pass/failure rate; c. Defects found and severity level of failures; and d. Proposed or enacted resolution for identified defects.
	Release Acceptance Test Plan and Reports	<p>For each Quality Reporting release, the Contractor and HSD stakeholders shall partner to complete UAT testing iteratively.</p> <p>The Contractor shall produce the following UAT test artifacts based on the release scope:</p> <ul style="list-style-type: none"> a. Acceptance Test Scenarios b. Acceptance test cases including expected results and pass/fail criteria c. Acceptance test scripts <p>The Contractor and HSD stakeholders shall partner to produce UAT reports, address any issues discovered and complete retesting where needed.</p>
	Release Readiness	<p>The Contractor shall prepare and execute a Release Readiness process that documents and ensures readiness for all functionality within the release.</p> <p>The Contractor shall coordinate with the HSD management team to use a set of guidelines and templates that will ensure the readiness of each release.</p>

		<p>The Contractor shall assess key attributes of the release against standards, policies, quality metrics, and release criteria to evaluate the readiness of the release, target environment, supporting release package, rollout and rollback plans, training plans, support plans and the risk management plan.</p> <p>The Release Readiness review results in a go/no-go decision about whether to deploy the release.</p>
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Deliverable 49: Quality Assurance (QA) Deliverable Documentation

Deliverable Name	Due Date	Compensation
Quality Assurance (QA) Deliverable Documentation	Start: Upon Contract Award	[Agreed Upon Schedule] [Non-Payment]

Task Item	Sub Tasks	Description
Provide QA Deliverable Documentation	Provide Training Plan	<p>The Contractor must provide and update a Training Plan that defines the approach and schedule for end-user training.</p> <p>The Training Plan must address the following topics, at a minimum:</p> <ul style="list-style-type: none"> a. Description of how the Contractor will deliver on-site instructor-led trainings for the proposed QA solution and tools; b. Outlines the proposed classes and curriculum for each class; c. Provides a content outline to guide development of online training and classroom materials; d. Identifies attendees and instructors; e. Provides a training schedule; f. Provides role-based user training and support; g. Describes the process for accessing SMEs; h. Provides a mechanism for tracking completion of training and assistance; and i. Development and HSD approval of training materials tailored to the configuration and contents to accompany each planned training course; j. Description of training at different project phases, including User Acceptance Training (UAT), Go-live, new users, and ongoing refresher courses; and k. Description of training to accompany each component specific to the new and additional functionality, data content, tools, views, etc.
	Provide	The Contractor shall perform all required project

	<p>Schedule and Release Management Plan</p>	<p>schedule management including maintaining a detailed work plan and providing updates to the Integrated Master Schedule (IMS).</p> <p>Scheduling new releases will be coordinated with the Procuring Agency and module vendors to ensure that releases do not introduce any unexpected results or interruptions and timing is coordinated with all affected Stakeholders.</p> <p>Planning for new releases includes scheduling, transparency into the release, multi-level testing, back out planning, and post-implementation testing before the release is put into production.</p> <p>The Contractor shall coordinate with HSD stakeholders to develop a Release Strategy that describes the approach, roles and responsibilities, tools and processes to occur during an iterative Implementation of the Quality Assurance module into the DDI environment.</p> <p>The Release Strategy contains the following information:</p> <ul style="list-style-type: none"> a. Release Approach and Methodology Overview – This section shall describe the general approach, definition, major processes and their interaction for successful project implementation. b. Release Roles and Responsibilities - This section shall include role definition and responsibilities of all critical release resources and their roles in each release process. c. Release Communication– This section includes how the Release schedule will be tracked and communicated to key stakeholders and the project team. <p>The Release Strategy shall describe the following release processes:</p> <ul style="list-style-type: none"> a. <u>Release Scope Initial Determination Process</u> – how the Contractor will iterate through the known requirements, estimate work effort, and pre-schedule scope items into releases. The output of
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		<p>this process shall be an initial baseline release schedule for all implementations. This baseline will be used for future release grooming. The baseline schedule shall include all releases and iterations required to deliver the complete set of requirements.</p> <ul style="list-style-type: none"> b. <u>Release Grooming Process</u>- how priority changes and external dependency schedule changes will be reviewed and dispositioned with the HSD stakeholders. c. <u>Release Control and Monitoring Process</u> –how releases will be monitored and reported. It will include risk and issues identification and coordination with the SI risk and issues process d. <u>Release Retrospective Review and Lessons Learned process</u> –how releases will be reviewed at completion and how lessons learned will be collected and applied to future releases.
	<p>Provide Risk, Issue, and Action Item Management Plan</p>	<p>The Contractor shall comply with the PMO’s QA Project Management standards. These expectations include integration with the SI combined plans, including but not limited to:</p> <ul style="list-style-type: none"> a. Identifying, analyzing, and actively managing QA module risks; b. Identifying, documenting and actively managing QA module action items and issues; and c. Providing and managing regular and ad hoc reports.
	<p>Provide Configuration Management Plan</p>	<p>The Contractor will coordinate with the PMO to review the existing Configuration Strategy and work with the PMO to enhance and refine the Configuration Management Plan and processes for the QA module.</p> <p>The Contractor will ensure that all environment configurations remain synchronized, supply and maintain configuration management tools, maintain and update configuration documentation, track and report on configuration changes and provide reports, establish guidelines for physical and logical separation among environments, maintain master copies of new software</p>

		versions in a secure library and communicate configuration standards and guidelines to development teams.
	Provide Integration Plan	<p>The Contractor must define its integration approach to comply with the MMISR schedule while being compliant with the standards and processes of the SI Contractor for loading or exposing data to the QA module and for sourcing data that must be supplied prior to productive use.</p> <p>The Contractor must provide and update an Integration Plan that, at a minimum must:</p> <ol style="list-style-type: none"> a. Identify new and existing data to be integrated, including a map that cites specific data sources and destinations for each field which shall take the form of an approved Data Sharing Agreement, in accordance with Data Governance directives and policies; b. Define necessary conversion and conforming algorithms; c. Define roles and responsibilities associated with data conversion/conformity and field population; d. Identify new and existing data elements in the QA module that must be populated or exposed prior to productive use, including those elements that may not have been captured in HSD's legacy systems; and e. Provide a plan for ensuring the QA module is appropriately populated with all necessary data prior to productive use.
	Provide Testing Plan	<p>The Contractor shall provide a comprehensive Test Plan that complies with the Enterprise Master Test Plan that describes the overall scope, technical and management approach, resources, and process for all test activities for functionality within the QA module and interactions with the SI ESB and Shared Services.</p> <p>The Contractor must provide and update a Test Plan that addresses the following topics, at a minimum:</p> <ol style="list-style-type: none"> a. A description of the overall approach that will be used to test all functions, features, and requirements of the QA module including content, methodology, prioritization, and

		<p>progression of development, validation, implementation and operational testing activities to be performed during the corresponding lifecycle phases;</p> <ul style="list-style-type: none"> b. A description of the measures to be taken to ensure all aspects of the QA module are successfully tested and can be implemented; c. A description of the method used to trace test cases and results back to stakeholder requirements; d. The description of types of testing including unit, system integration, user acceptance, field, regression, smoke, parallel, performance, quality assurance and security testing; e. The mechanism for tracking test performance and completion; f. The procedures for preparing, maintaining and managing the test environment(s), including change control within the QA environments; g. The procedures for assigning severity to problems encountered; h. The test Management Processes and Procedures; and i. The process to document and make test results available.
	<p>Provide Interface Management Plan</p>	<p>The Contractor shall provide an interface management plan that details methodologies to on-board trading partners and service providers. The plan shall include:</p> <ul style="list-style-type: none"> a. Integration approach/patterns <ul style="list-style-type: none"> 1. Web services 2. Batch 3. ETL b. Security and access management c. Secure file transfer standards d. Batch processing/job scheduling approach e. Source and target definitions f. Transformation/ETL strategy g. Validation/Error management approach h. Testing strategy i. Change management <p>The Contractor shall use standard out of the box connectors and adaptors to implement interfaces to the MES. If a custom interface is required, the contractor</p>

		shall review the design with HSD prior to implementing the interface.
	Provide Resource Management Plan	<p>The Contractor must provide and update a Resource Management Plan and Staffing Model addendum that includes the following information, at a minimum:</p> <ul style="list-style-type: none"> a. Approach to acquiring and applying sufficient number of appropriately qualified staff need to meet the requirements of the QA project; b. Identification of key personnel, titles, roles, responsibilities and corresponding work site; c. How the Contractor’s resources will be integrated into the appropriate activities of the project; d. Approach to managing staff, roles and responsibilities; and e. Approach to on-boarding/off-boarding staff.
	Provide Business Continuity, Backup and Disaster Recovery Plan	<p>The Contractor shall coordinate with HSD stakeholders to develop a QA Business Continuity/Disaster Recovery Plan that describes the approach to disaster recovery (DR) and business continuity for the QA module.</p> <p>The Contractor shall use a DR and business continuity approach that aligns with the Enterprise Disaster Recovery Plan.</p> <p>The QA Business Continuity/Disaster Recovery Plan shall address the following topics, at a minimum:</p> <ul style="list-style-type: none"> a. The recovery and restoration of the information systems and infrastructure required to support QA applications and products, addressing each application and system component. b. Detailed descriptions of the immediate response and subsequent recovery from any unplanned business interruption. c. Strategies, resources, and procedures required to restore services to all users. d. Procedures for annual test. e. Procedures for communications specific to Business Continuity and Disaster Recovery. f. Roles and responsibilities specific to Business Continuity and Disaster Recovery. g. Compliance with performance standards of Exhibit C for allowable downtime, Recovery Point Objective and Recovery Time Objective.

	Provide Project Management Plan	The Contractor shall develop and submit a Project Management Plan that is continually updated as progress and changes occur and provides Project Status Reporting.
	Provide Transition Plan	<p>The Contractor shall coordinate with HSD and stakeholders to develop and submit, at least one hundred and twenty days before contract end date, a Transition Plan that describes the approach, roles and responsibilities, tools and schedule to occur at the termination of the contract to address the orderly transition of responsibilities and operations of the QA module to the new responsible organization.</p> <p>The Contractor must provide and update a Transition Plan that includes the following details, at a minimum:</p> <ul style="list-style-type: none"> a. Proposed approach to transition; b. Transfer of HSD property, including data, know how, intellectual property, inventions, and systems hardware from the Contractor to the new responsible organization; c. Transition tasks, activities, and phases for turnover; d. Personnel and level of effort in hours; e. Transition schedule, tasks and activities, start and end dates of each, dependencies, milestones and resources; f. Obligations in case of premature termination, including: <ul style="list-style-type: none"> 1. Preservation and protection of all property and records; 2. Continuation of all work required by the Agreement until effective date of termination; 3. Cessation of incurrence of additional financial obligation without prior written approval of HSD; 4. Termination of purchase orders and subcontracting agreements except as directed by HSD or as necessary to complete required work; and 5. Modification of Transition Plan with approval of HSD to account for specifics of premature termination. g. A list of all QA business service documentation and schedules for updating documentation before

		transition; and h. Any requirements for the Procuring Agency or Other MMISR contractor participation.
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Deliverable 50: Operations and Maintenance Plan

Deliverable Name		Due Dates	Compensation
Operations and Maintenance (O&M) Plan		January 4, 2021	Total Compensation Not to Exceed: \$8,770,000, Including NM GRT
Task Item	Sub Tasks	Description	
Operations and Maintenance Plan	O&M Plan	<p>The Contractor shall coordinate with HSD stakeholders to develop an Operations and Maintenance (O&M) Plan that describes the approach, roles and responsibilities, tools and processes to be used following go-live.</p> <p>This O&M Plan shall address the following processes for operations work post go-live.</p> <ol style="list-style-type: none"> a. O&M <u>Transition process</u> – This is the process and checklists that will be executed and completed as items transition from DDI to operations. This process will include updates to the Technical Operations Plan, user documentation, and operational staff training as necessary. b. O&M <u>Release Process</u> – The O & M Release Process shall reference and use process detailed in the Release strategy document to scope, plan, and monitor releases post go-live. The Plan will detail any unique differences related to the Release strategy to accommodate processes unique to O&M. In addition, this section shall reference any enhancements to the Change Management Plan for DDI and Risk Management plan to accommodate unique O&M Requirements. This process will include how lessons learned will be captured and folded into future releases. c. O&M <u>Communication Process</u> – The O&M process shall have its own communication process for status reporting and meeting cadences. This section shall 	

		<p>detail out the communications specific to O & M. For example, system outage escalation and communication procedures for the account team to follow for user notifications.</p> <p>d. <u>O&M Hardware and Software Maintenance process</u> – This process will detail how routine software and hardware patches will be identified, scheduled, communicated and validated during the Operations phase. The section shall include approaches to limit the disruption to production availability and downtime.</p> <p>e. <u>O&M Staffing Process</u> – This process will detail out how the Operation and Maintenance staffing will be onboarded and trained. It shall include the transition process of select implementation resources over to operations to allow continuity of knowledge. It will include the final Staffing model for operations and Maintenance (O&M) along with roles and responsibilities.</p> <p>f. <u>O&M Quality Management Process</u> - This process will detail out how Testing will be done on enhancements and release. It will reference the</p> <p>g. <u>Master Test Plan</u> for DDI and will contain any unique processes that will be needed for O&M.</p> <p>h. <u>O&M Training Process</u> - This process will detail out the training process for O & M. This process will reference the DDI Training plan and then it will include unique processes that will be needed for O&M.</p> <p>i. <u>O&M Performance Metrics Monitoring and Reporting process</u> – This process will detail out what performance metrics will be monitored and how they will be reported to HSD.</p>
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<p>Manage Agreed Payment Schedule</p>	<p>Invoice the Procuring Agency According to the Payment Schedule</p>	<p>Contractor shall be paid a fixed monthly rate for delivering these services, inclusive of New Mexico Gross Receipts Tax (NMGR) for that month, with no retainage, according to the following State Fiscal Year Schedule: For O& M Services</p> <p>SFY21 July 1, 2020 – June 30, 2021: \$300,426.22/per month</p> <p>SFY22 July 1, 2021 – June 30, 2022: \$290,310.11/per month</p> <p>SFY 23 July 1, 2022 – June 30, 2023 \$290,310.11/per month</p> <p><u>Optional Renewal Years described in Article 5:</u> Optional Year 1 – All components (excluding RAC & TPL) Total Compensation Not to Exceed: 2,940,000, including NM GRT.</p> <p>Optional Year2 – All components (excluding RAC & TPL) Total Compensation Not to Exceed: \$3,000,000, including NM GRT.</p> <p>Optional Year3 – All components (excluding RAC & TPL) Total Compensation Not to Exceed: \$3,060,000, including NM GRT.</p> <p>Optional Year 4 – All components (excluding RAC & TPL) Total Compensation Not to Exceed: \$3,120,000, including NM GRT.</p> <p>Optional Years - RAC and TPL the following rates apply: RAC 16.5% TPL 25.9%</p>
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The following Managed Care Performance (MCP) Solution services were proposed by Contractor in response to the Quality Assurance (QA) RFP #18-630-8000-0003 and are accepted by the State to be incorporated into the Contract and SOW with compensation and start times in the event that the HSD provides notice to Contractor, in writing, that it intends to exercise the right to have Contractor perform Managed Care Performance (MCP) Solution services.

Optional Deliverable: Managed Care Performance (MCP) Solution

Deliverable Name		Due Date	Compensation
Managed Care Performance (MCP) Solution [Procuring Agency OPTION]		Procuring Agency OPTION	TBD
Task Item	Sub Tasks	Description	
Provide MCP Solution	MCP Solution Specifications	<p>The Contractor shall provide a fully integrated MCP Solution for managed care contract compliance and cost containment oversight.</p> <p>The Contractor's MCP Solution shall collect and validate managed care plan performance data against contract requirements and external data points (e.g., national and state benchmarks) and shall provide dashboard visualization of compliance trends.</p>	
	MCP Solution Requirements	<p>The Contractor's MCP Solution must:</p> <ol style="list-style-type: none"> a. Provide a framework to move towards uniform processes, including a single portal to receive and validate MCO contract compliance deliverables for each health plan; b. Provide automation of workflow processes, repeatable processes/validations, correspondence, and requests for additional information to support corrective action plans and performance improvement plans; c. Provide an enterprise repository for all communication and deliverables, providing HSD staff with relevant information and improving their productivity and decision making; d. Include a system of automated alerts, routing MCO reports and data for action by staff only after the 	

	<p>Software, Services, and Industry Knowledge</p>	<p>MCO deliverables pass the application of automated validation checks;</p> <ul style="list-style-type: none"> e. Feature a capture and repository system for staff knowledge and oversight history, avoiding management efforts captured in email boxes across HSD; f. House a data-driven and defensible methodology to award incentives and assess penalties; g. Drive audit-proof methods for demonstrating compliance; and h. Feature a deliverable-rating feature for assessing all deliverables, forming the basis for further public rating scorecards. <p>The Contractor must lead the implementation of the software, including all stakeholder education and training, smart tagging of contract requirements, and customized reporting.</p> <p>The Contractor's Solution must:</p> <ul style="list-style-type: none"> a. Ensure the solution is configured and provides information required for HSD staff decision making; b. Enable HSD staff to monitor overall compliance of MCOs and their operational performance; c. Enable health care improvements and performance by implementing an integrated contract monitoring solution and processes to collaborate with MCOs; d. Support staff, health plans, and providers through the transition towards increasing performance transparency; e. Develop a national best practice for MCO collaboration, accountability and transparency; and f. Use software and services rooted in Medicaid knowledge and experience. <p>The Contractor must provide the consulting services necessary to implement the MC-Track® software and lead the HSD staff and the MCO training to use the new system for the following:</p>
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	<p>Analysis, Reporting, and Assessment</p>	<ul style="list-style-type: none"> a. Deliverable management; b. Dashboard monitoring; c. Development of monthly and quarterly reports; and d. Presentations requested by HSD. <p>The Contractor must monitor changes to State and federal regulations and adapt Contractor's Solution accordingly, share best practice consulting through continuous collaboration with HSD, and provide recommendations for addressing areas of opportunity.</p> <p>The Contractor must complete the following analysis, reporting, and assessment activities to ensure that HSD receives necessary information from the Contractor's portal:</p> <ul style="list-style-type: none"> a. Monthly and Quarterly Scheduled Reporting: <ul style="list-style-type: none"> 1. Monitor dashboards and reports created in MC-Track®; 2. Analyze the data to assist in the identification of trends and development of issue resolution; 3. Present observations and analyses during monthly meetings with HSD leadership; and 4. Prepare and present quarterly reports to the HSD contract oversight team. b. Analysis and Reporting: <ul style="list-style-type: none"> 1. Analyze trends and anomalies in the data; and 2. Prepare reports based on past HSD MCO deliverables for historical comparisons within the system. c. Template Design: <ul style="list-style-type: none"> 1. Implement current templates in use by HSD and familiar to its MCOs; and 2. Offer template design ideas for MCO reporting to support more automated and electronically auditable deliverables and report formats, upon HSD's request.
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	MCP Core Solution	<p>The Contractor's will implement the following MCP Core Solution, including software configuration and critical implementation services (e.g., stakeholder engagement, user training, reporting, monitoring, and analysis):</p> <ul style="list-style-type: none"> a. Contract Tracking Database; b. Health Plan Collaboration Portal; and c. Dashboard Generation Services. <p>The Contractor shall offer the following optional modules for implementation upon HSD request:</p> <ul style="list-style-type: none"> a. Network Adequacy Verification and Validation, including Secret Shopper Surveys; b. Independent Validation of MCO encounter data for timeliness, accuracy, and completeness to CMS standards; and c. Third Party Liability Come-Behind Services.
	Encounter Data Analysis	<p>The Contractor shall perform encounter data analysis to validate health plan encounter data for timeliness, accuracy, and completeness in compliance with CMS regulations. Key capabilities include the following:</p> <ul style="list-style-type: none"> a. Benchmark Management (reference range set-up and administration); b. Interfaces Management (interfaces made available to receive encounter data); c. Dashboard (user interface capability that displays the performance score); and d. Alert and Notification (helps notify the encounter data submission and other important events).
	Network Adequacy	<p>The Contractor shall validate various measures related to the MCO provider network, including adequacy standards, cross-file validation, and qualitative validation. Validation includes time and travel distance validation by specialty, provider/facility count, and availability within a certain distance to the recipient.</p>

		<p>The Contractor shall perform analysis of the provider network and provide the solution for core adequacy standards by performing the following actions:</p> <ul style="list-style-type: none">a. Checking the integrity of the provider network file submitted; andb. Validating against the requirements of CMS and State business rules (thresholds/benchmarks would be configurable) for composition of the provider network file, including number of specialists, etc.
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Exhibit B
HIPAA Business Associate Agreement

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

BUSINESS ASSOCIATE, by this PSC 20-630-8000-0018 has agreed to provide services to, or on behalf of the HSD which may involve the disclosure by the Department to the Business Associate (referred to in PSC 20-630-8000-0018 as “Contractor”) of Protected Health Information. This Business Associate PSC is intended to supplement the obligations of the Department and the Contractor as set forth in PSC 20-630-8000-0018 and is hereby incorporated therein.

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

1. Definition of Terms

- a. Breach. “Breach” has the meaning assigned to the term breach under 42 U.S.C. § 17921(1) [HITECH Act § 13400 (1)] and 45 CFR § 164.402.
- b. Business Associate. “Business Associate”, herein being the same entity as the Contractor in the same or Related Agreement, shall have the same meaning as defined under the HIPAA standards as defined below, including without limitation Contractor acting in the capacity of a Business Associate as defined in 45 CFR § 160.103.
- c. Department. “Department” shall mean in this agreement the State of New Mexico Human Services Department.
- d. Individual. “Individual” shall have the same meaning as in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502 (g).
- e. HIPAA Standards. “HIPAA Standards” shall mean the legal requirements as set forth in the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009, and the regulations and policy guidance, as each may be amended over time, including without limitation:
 - 1) 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.
 - 2) 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
 - 3) 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:

- i. Security Standards. "Security Standards" hereinafter shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.306.
 - ii. Administrative Safeguards. "Administrative Safeguards" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.308.
 - iii. Physical Safeguards. "Physical Safeguards" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.310.
 - iv. Technical Safeguards. "Technical Safeguards" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.312.
 - v. 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 BAA, shall mean the State of New Mexico Human Services Department.

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

2. Obligations and Activities of Business Associate

- a. General Rule of PHI Use and Disclosure. The Business Associate may use or disclose PHI it creates for, receives from or on behalf of, the Department to perform functions, activities or services for, or on behalf of, the Department in accordance with the specifications set forth in this BAA and in this PSC 20-630-8000-0018; provided that such use or disclosure would not violate the HIPAA Standards if done by the Department; or as Required By Law.
 - i. Any disclosures made by the Business Associate of PHI must be made in accordance with HIPAA Standards and other applicable laws.
 - ii. Notwithstanding any other provision herein to the contrary, the Business Associate shall limit uses and disclosures of PHI to the "minimum necessary," as set forth in the HIPAA Standards.
 - iii. The Business Associate agrees to use or disclose only a "limited data set" of PHI as defined in the HIPAA Standards while conducting the

authorized activities herein and as delineated in PSC 20-630-8000-0018, except where a "limited data set" is not practicable in order to accomplish those activities.

- iv. Except as otherwise limited by this BAA or PSC 20-630-8000-0018, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - v. Except as otherwise limited by this BAA or PSC 20-630-8000-0018, 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. Business Associate may de-identify PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and aggregate such de-identified information as permitted by the HIPAA Standards.
- b. Safeguards. The Business Associate agrees to implement and use appropriate Security, Administrative, Physical and Technical Safeguards, and comply where applicable with subpart C of 45 C.F.R. Part 164, to prevent use or disclosure of PHI other than as required by law or as provided for by this BAA or PSC20-630-8000-0018 Business Associate shall identify in writing upon request from the Department all of those Safeguards that it uses to prevent impermissible uses or disclosures of PHI.
- c. Restricted Uses and Disclosures. The Business Associate shall not use or further disclose PHI other than as permitted or required by this BAA or PSC 20-630-8000-0018the 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 a HIPAA-compliant Business Associate Agreement containing substantially 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 HIPAA-compliant Business Associate Agreement containing substantially the same restrictions and conditions that apply to the Business Associate with respect to PHI, with 45 C.F.R. § 164.502(e)(1)(ii), and shall make such information available to the Department upon request. Upon the Business Associate’s contracting with an agent for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement. Upon the Business Associate’s contracting with a subcontractor for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement.

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

During the term of this BAA or PSC 20-630-8000-0018, the Business Associate shall be required to perform the following pursuant to the Breach Notification Rule regarding Breach Notification, Risk Assessment and Mitigation:

Notification

- a. Business Associate agrees to report to the Department Contract Manager or HIPAA Privacy and Security Officer any use or disclosure of PHI not provided for by this BAA or PSC 20-630-8000-0018, 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 BAA terminates concurrently with PSC 20-630-8000-0018, except that obligations of Business Associate under this BAA related to final disposition of PHI in this Section 5 shall survive until resolved as set forth immediately below.
- b. Disposition of PHI upon Termination. Upon termination of this PSC 20-630-8000-0018 and BAA for any reason, Business Associate shall return or destroy all PHI in its possession, and shall retain no copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to the Department notification of the conditions that make return or destruction of PHI not feasible. Upon mutual agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate shall agree, and require that its agents, affiliates, subsidiaries and subcontractors agree, to the extension of all protections, limitations and restrictions required of Business Associate hereunder, for so long as the Business Associate maintains the PHI.
- c. If Business Associate breaches any material term of this BAA, the Department may either:
 - i. provide an opportunity for Business Associate to cure the Breach and the Department may terminate this PSC 20-630-8000-0018 and BAA without

- liability or penalty in accordance with Article 4, Termination, of PSC 20-630-8000-0018 if Business Associate does not cure the breach within the time specified by the Department; or,
- ii. immediately terminate this PSC 20-630-8000-0018 without liability or penalty if the Department determines that cure is not reasonably possible; or,
 - iii. if neither termination nor cure are feasible, the Department shall report the breach to the Secretary.

The Department has the right to seek to cure any breach by Business Associate and this right, regardless of whether the Department cures such breach, does not lessen any right or remedy available to the Department at law, in equity, or under this BAA or PSC 20-630-8000-0018, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

6. Penalties and Training.

Business Associate understands and acknowledges that violations of this BAA or PSC 20-630-8000-0018 may result in notification by the Department to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by the Department, Business Associate shall participate in training regarding use, confidentiality, and security of PHI.

7. Miscellaneous

- a. Interpretation. Any ambiguity in this BAA, or any inconsistency between the provisions of this BAA or PSC 20-630-8000-0018, shall be resolved to permit the Department to comply with the HIPAA Standards.
- b. Business Associate's Compliance with HIPAA. The Department makes no warranty or representation that compliance by Business Associate with this BAA or the HIPAA Standards will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- c. Change in Law. In the event there are subsequent changes or clarifications of statutes, regulations or rules relating to this BAA or PSC 20-630-8000-0018, the Department shall notify Business Associate of any actions it reasonably deems necessary to comply with such changes, and Business Associate shall promptly take such actions. In the event there is a change in federal or state laws, rules or regulations, or in the interpretation of any such laws, rules, regulations or general instructions, which may render any of the material terms of this BAA unlawful or unenforceable, or which materially affects any financial arrangement contained in this BAA, the parties shall attempt amendment of this BAA to accommodate such changes or interpretations. If the parties are unable to agree, or if amendment is not possible, the parties may terminate the BAA and PSC 20-630-8000-0018 pursuant to its termination provisions.
- d. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended

to confer, nor shall anything herein confer, upon any person other than the Department, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

- e. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or workforce members assisting Business Associate in the fulfillment of its obligations under this BAA and PSC 20-630-8000-0018 available to the Department, at no cost to the Department, to testify as witnesses or otherwise in the event that litigation or an administrative proceeding is commenced against the Department or its employees based upon claimed violation of the HIPAA standards or other laws relating to security and privacy, where such claimed violation is alleged to arise from Business Associate's performance under this BAA or PSC 20-630-8000-0018, 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 PSC between them, other requirements applicable to either or both that are required by the HIPAA Standards, those requirements are incorporated herein by reference.

Exhibit C

Quality Assurance Performance Measures

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

DDI/O PS	1	Configuration Management	<p>The QA Contractor will not perform any changes including configurable items and business rules which impact HSD without the prior written approval of HSD via the Change Control and Release Management processes.</p> <p>HSD will use an emergency approval process to expedite urgent changes necessary to support maximum system availability.</p>	<p>HSD may assess \$5,000 per occurrence for QA Contractor's failure to obtain HSD prior written approval for changes.</p> <p>This performance standard shall only apply after MMISR is in production accordance with the mutually agreed upon Project Schedule.</p>
OPS	2	Disaster Recovery	<p>For the QA Module, the QA Contractor shall perform and pass the annual recovery and restoration testing that is outlined and accepted by HSD in the Disaster Recovery Plan.</p> <p>QA Contractor will coordinate with the SI Contractor and their disaster recovery testing related to its integration with the QA Module. The testing schedule will be mutually agreed upon by HSD and QA Contractor.</p>	<p>HSD may assess \$5,000 per business day for each day the passing completion of the test for the QA Module is beyond the scheduled test date.</p>
DDI	3	Project Management	<p>QA Contractor shall provide the Deliverables, per DED requirements, by the due dates as set forth in the then approved Project Schedule or as otherwise mutually agreed upon.</p>	<p>HSD may assess \$1,000 per business day thereafter until the date that Deliverable is delivered to HSD.</p>
OPS	4	Project Management	<p>The QA Contractor shall deliver to the HSD project manager or designee timely and accurate reports specific to each defined performance measure described in this table of performance measures. The reports shall</p>	<p>HSD may assess \$100 per performance measurement per day for reports that are not presented to HSD by the agreed upon date and time for submission.</p>

			<p>be specific to the reporting time period and quantifiably specific to the measure being reported. Reports shall be based on a measuring and monitoring methodology and tools approved by HSD.</p> <p>The QA Contractor and HSD will work together to develop a performance standards status report (“Dashboard” and/or “Scorecard”).</p>	
DDI/O PS	5	Staff Resource Management	<p>The QA Contractor will replace Key Personnel according to the contract process. Replacement of Key Personnel will take place within thirty (30) calendar days of removal unless a longer period is approved by HSD.</p>	HSD may assess up to \$1,000 per Business Day for each Business Day beyond the thirty (30) calendar days allowed for replacement of Key Personnel.
DDI/O PS	6	Staff Resource Management	<p>Except as set forth in the Contract or due to a personnel resignation or termination, the QA Contractor shall not replace Key Personnel without prior written approval of HSD.</p> <p>The list of Key Personnel during Contract will be mutually agreed upon by the HSD and QA Contractor.</p>	HSD may assess up to a maximum of \$10,000 per occurrence.
OPS	7	System Availability	<p>QA Contractor shall provide all components of the QA Module available for production processing 99.999% of the time, three-hundred sixty-five (365) days per year.</p> <p>Maintenance downtime hours approved on exceptional basis do not apply to this standard.</p>	<p>HSD may assess liquidated damages per day as specified below when the average daily performance fails to meet the performance standard.</p> <p>Availability drops below 99.999% to 99.99% (more than 864.3 ms and less than 8.66 seconds of downtime per 24-hour period): \$5,000</p> <p>Availability drops below 99.99% to 99.9% (more than 8.66 seconds and less than 1.44 minutes of downtime per 24-hour period): \$7,500</p> <p>Availability drops below 99.9% to 99% (more than 14.4 minutes of downtime per 24-hour period):</p>

				<p>\$10,000</p> <p>The assessment of Liquidated Damages for this performance standard shall only apply ninety (90) days after the MMISR Go Live in accordance with the mutually agreed upon Project Schedule.</p>
DDI	8	Business	QA Contractor shall deliver the contracted fully functioning integrated QA Module within thirty (30) days of the mutually agreed upon date, according to the Project Schedule.	HSD may assess liquidated damages of \$25,000/day for missed event until the SLA is achieved.
OPS	9	PI	QA Contractor must perform analysis of rendering, ordering, and billing practices for aberrant (exceptions or outliers or materially different from the norm) utilization and/or billing patterns or patterns of care, of all processed claims within thirty (30) calendar days of claim stored in EDW.	HSD may assess liquidated damages of \$5000 for not meeting the SLA, and \$1000 for each additional calendar day until the SLA is met.
OPS	10	PI	QA Contractor must initiate recovery attempts within seven (7) calendar days of recovery identification and follow up within thirty (30) calendar days of no response.	HSD may assess liquidated damages of \$5000 for not meeting the SLA, and \$1000 for each additional calendar day until the SLA is met.
OPS	11	PI	QA Contractor must notify the Enterprise, once suspected cases of potential fraud are identified, within three (3) calendar days and provide relevant information within thirty (30) calendar days of identification and provide support (e.g., respond to inquiries, provide data) to fraud and abuse investigations, within seven (7) calendar days of a State inquiry.	HSD may assess liquidated damages of \$5000 for not meeting the SLA, and \$1000 for each additional calendar day until the SLA is met.
OPS	12	PI	QA Contractor must perform on-site reviews of Provider facilities as required by federal regulation 42 CFR §424.517 and within thirty (30) calendar days (whichever is less) when directed by the State and capture and provide	HSD may assess liquidated damages of \$10,000 for not meeting the SLA, and \$1000 for each additional calendar day until the SLA is met.

			the site review information within thirty (30) calendar days to the responsible PI unit.	
OPS	13	PI	QA Contractor must compute Healthcare Effectiveness Data and Information Set (HEDIS) and HEDIS-like standard measurements for fee-for-service (FFS) claims and MCO encounters and provide data as requested by the State and mutually agreed upon by the QA Contractor.	HSD may assess liquidated damages of \$5000 for not meeting the SLA, and \$1000 for each additional calendar day until the SLA is met.
OPS	14	TPL	QA Contractor must perform automatic TPL identification, of all Members, through data matching daily.	HSD may assess liquidated damages of \$5000 for not meeting the SLA, and \$1000 for each additional calendar day until the SLA is met.
OPS	15	TPL	QA Contractor must initiate TPL validation attempts within ten (10) calendar days of potential TPL identification and initiate follow up within forty-five (45) calendar days of no response.	HSD may assess liquidated damages of \$5000 for not meeting the SLA, and \$1000 for each additional calendar day until the SLA is met.
OPS	16	TPL	QA Contractor must initiate TPL recovery attempts, for those claims that meet the threshold and time-frames for recovery, within seven (7) calendar days of potential recovery identification and initiate follow up within sixty (60) calendar days of no response.	HSD may assess liquidated damages of \$5000 for not meeting the SLA, and \$1000 for each additional calendar day until the SLA is met.
OPS	17	TPL	QA Contractor must identify possible eligible incidents of casualty recovery, and initiate casualty recoveries within thirty (30) calendar days and initiate follow up within ninety (90) calendar days of no response.	HSD may assess liquidated damages of \$5000 for not meeting the SLA, and \$1000 for each additional calendar day until the SLA is met.
OPS	18	TPL	QA Contractor must initiate recovery of claims that are identified as "pay and chase" no later than thirty (30) calendar days of identification and initiate follow up within sixty (60) calendar days of no response.	HSD may assess liquidated damages of \$5000 for not meeting the SLA, and \$1000 for each additional calendar day until the SLA is met.
OPS	19	RAC	QA Contractor must initiate recovery of claims within thirty(30) calendar days of RAC recovery identification.	HSD may assess liquidated damages of \$5000 for not meeting the SLA, and \$1000 for each additional

			calendar day until the SLA is met.
OPS	20	Quality Reporting	<p>The QA Contractor must enable the State to improve Member outcomes and efficiencies for State Programs by accessing, utilizing, and annually updating, if needed, the nationally recognized externally published quality information for reporting purposes within thirty (30) calendar days of publish date. and use this quality information.</p>
			HSD may assess liquidated damages of \$5000 for not meeting the SLA, and \$1000 for each additional calendar day until the SLA is met.
OPS	21	Quality Reporting	<p>QA Contractor must monitor daily Provider and MCO activities against established quality of care, material errors and key performance indicators, and when measurements fall outside of acceptable ranges, the Contractor will ensure that the appropriate State staff will be notified, within five (5) calendar days and provided with the necessary data to conduct additional research.</p>
			HSD may assess liquidated damages of \$5000 for not meeting the SLA, and \$1000 for each additional calendar day until the SLA is met.

Exhibit D

Contractor Contingency Fees

Services from Quality Assurance (QA) RFP #18-630-8000-0003	Percentage of Recoveries	Notes
Third Party Liability (TPL)	26.9%	Contingency: Paid on Recovery
Recovery Audits	17%	Contingency: Paid on Recovery

Exhibit E

Compensation Under Contingent Fee Contracts

27-2-29.1 NMSA 1978. Compensation under contingent fee contracts; suspense fund created.

A. For the purpose of making disbursements and distributions pursuant to this section, the "human services department reimbursement suspense fund" is created in the state treasury.

B. When pursuing a claim arising under Section 27-2-23 or 27-2-28 NMSA 1978, in addition to other available alternatives, the department may contract with a person to represent the department on a contingent fee basis if the contract:

(1) is approved by the attorney general;

(2) provides that all amounts received by the contractor as satisfaction of the claim shall be transferred to the department and deposited into the human services department reimbursement suspense fund to the credit of the department; and

(3) provides that, upon the direction of the secretary of human services, the compensation due to the contractor shall be disbursed from the suspense fund to the contractor.

C. After a disbursement to a contractor pursuant to Paragraph (3) of Subsection B of this section, the balance of each deposit into the human services department reimbursement suspense fund shall be distributed to the general fund and shall be appropriated to the department for the purpose of reimbursing the department for the public assistance from which the claim arose and, if required, for reimbursing the federal government.

Exhibit F

Federal Requirements for Contingency Fee Reimbursement for TPL

The Contractor must meet CMS requirements for Contingency Fee Reimbursement for Third Party Liability Identification or Collection as noted in State Medicaid Manual (SMM) 2975, including:

1. In regard to safeguarding information on applicants and recipients, the contractor is held to the identical standards of confidentiality as those imposed on the State by §1902(a)(7) of the Act. Regulations at 42 CFR Part 431, Subpart F, specify the State plan requirements, the types of information to be safeguarded, the conditions for release of safeguarded information, and restrictions on the distribution of other information. Contracts must reflect that contractors and subcontractors understand and are bound by the safeguarding regulations.
2. The Contractor meets the “proper and efficient condition” allowing the State to be eligible for Federal Financial Participation (FFP) for TPL and Recovery efforts.
3. Only savings attributable to the contractor’s activity are reimbursable on a contingency basis. FFP is not available for recoveries (collections or cost avoidance) which require no action by the contractor. The following, while not all inclusive, are examples of non-reimbursable activities:
 - a. Third party payments shown on a claim as collected by the provider’s action;
 - b. Overpayments refunded voluntarily by a provider;
 - c. Cost avoidance from third party resources previously identified in your files; and
 - d. Claims cost avoided subsequent to the contractor’s initial identification of a third party source.
4. There must be audit trails showing the claims that were recovered or cost avoided. Also, there must be a system to insure that claims counted as cost avoided and returned to a provider are not paid by Medicaid on a subsequent submission. The system must prevent duplicate counting of cost avoided claims.