State of New Mexico



Amended Version (A1 & A2)

NM HSD

Request for Proposals

for

Managed Care Organization

Contractors

for Centennial Care 2.0

RFP # 18-630-8000-0001

Amendment 1 Amendment 2

Issue Date: September 1, 2017 Proposal Due Date: 3:00 PM (MST), November 3, 2017

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SECTION 1: INTRODUCTION

1.1 General Information

The purpose of this Request for Proposals (RFP) is to solicit competitive, sealed proposals from managed care organizations (MCOs) to provide services to Members of the New Mexico Medicaid managed care program, hereinafter referred to as "Centennial Care," or "Centennial Care 2.0" beginning in 2019.

This RFP defines the New Mexico Human Services Department's (HSD's) minimum service requirements from a Contractor with the depth of experience needed to meet and, possibly exceed these requirements. It outlines the State's process for evaluating proposals and selecting Contractors.

Although the resulting Managed Care Services Agreement ("Contract") is exempt from New Mexico's procurement code, HSD and the New Mexico Behavioral Health Purchasing Collaborative ("the Collaborative") will follow the procurement process set forth in the code (NMSA 1978, Section 13-1-98.1 (1989) *Hospital and health care exemption*).

The parties to this Agreement acknowledge that references to HSD in sections of this Agreement related to Behavioral Health will also include the Collaborative, whether or not such sections explicitly include the Collaborative.

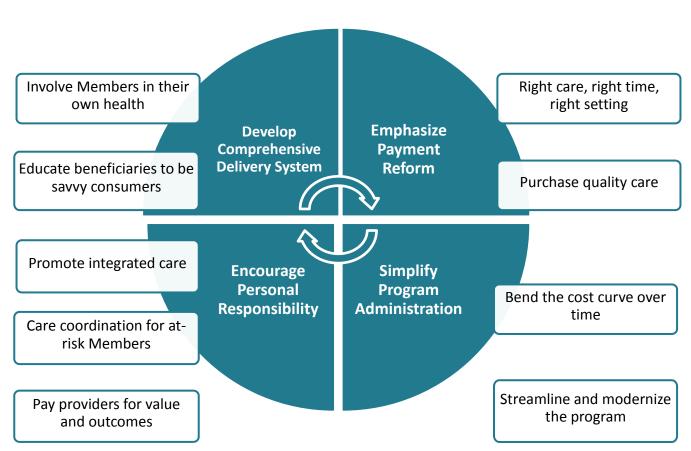
An electronic version of this document is available for download from the HSD website at <u>http://www.hsd.state.nm.us/LookingForInformation/open-rfps.aspx</u> and can also be found in the RFP procurement library noted below.

1.2 Background Information

Managed care has been the primary service delivery model for Medicaid in New Mexico since 1997 for physical health and since 2008 for long-term services and supports (LTSS). Today, the managed care program, known as Centennial Care, covers approximately 700,661 individuals (as of July 2017). Currently, four MCOs provide the full array of physical, behavioral and long-term services and supports through an integrated delivery system.

HSD implemented Centennial Care through a Section 1115 Demonstration Waiver that was approved by the federal Centers for Medicare & Medicaid Services (CMS) for a five year period, from January 2014 through December 2018. Centennial Care modernized the Medicaid program by improving the efficiency and effectiveness of healthcare delivery; integrating physical, behavioral and LTSS; advancing person-centered models of care; and

slowing the rate of growth in program costs. Its guiding principles include developing a comprehensive service delivery system, increasing personal responsibility, encouraging active engagement of Members in their health care, emphasizing payment reforms to incentivize quality versus quantity of services, and maximizing opportunities to achieve administrative simplification.



CENTENNIAL CARE

Key accomplishments of Centennial Care include:

- Streamlining program administration by consolidating a myriad of federal waivers that siloed the care of populations. As noted previously, four MCOs administer the full array of services in an integrated model of care that serves more than 900,000 of the State's population of two million.
- Building a care coordination infrastructure that promotes a person-centered approach to care. More than 900 care coordinators ensure Members receive services timely and according to assessed need.
- Increasing access to LTSS for people who previously needed a waiver allocation to receive such services. More than 29,750 individuals receive home- and community-based services (HCBS) which represents an increase of 11.4% per year between 2014 and 2016.

- Continuing to be a leader in the nation in spending more of its LTSS dollars to maintain Members in their homes and in community settings rather than in institutional settings.
- Advancing payment reforms in partnership with the MCOs and, in 2017, requiring value based purchasing (VBP) arrangements for at least 16% of all medical payments to providers.
- Demonstrating improved utilization of health care services and cost-effectiveness of the program despite significant enrollment growth. Total enrollment in the Medicaid program has grown 8.5% per year since 2014 while per capita costs have decreased by 1.5% between 2014 and 2016.

Through this procurement, New Mexico seeks MCO partners that are able to continue to advance the goals of Centennial Care and offer innovative strategies for the implementation of its next iteration—Centennial Care 2.0. MCOs must have the capability to provide an integrated, comprehensive delivery system that offers the full array of Medicaid services, including acute, behavioral health, pharmacy, institutional and home and community-based services.

Over the course of Centennial Care 2.0, New Mexico will continue to introduce progressive quality goals focused on health outcomes, employ pilot projects (based on both geography and specific populations), and challenge its MCO partners to work cooperatively with the provider community and with the State to achieve a health care delivery system that is efficient and effective, control costs by improving the health of the people it serves, and reduces health disparities across all populations.

The populations that are exempt from mandatory enrollment in managed care are:

- Individuals who are Native American (coded as such in the eligibility and enrollment information technology system) and not in need of LTSS or who have opted out of managed care and are receiving services through the fee-for-service program;
- Individuals who receive care in an Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF-IID);
- Individuals who are enrolled only in the Qualified Medicare Beneficiary (QMB), Specified Low-Income Medicare Beneficiary (SLIMB), or Qualified Individuals program;
- Individuals who are covered only under the Medicaid Family Planning program;
- Individuals who are enrolled in the Program of All Inclusive Care for the Elderly (PACE);
- Individuals who receive HCBS through the 1915(c) waivers for individuals with an Intellectual and Developmental Disability (IDD) and for individuals who are Medically Fragile (MF) (these individuals receive only acute care services in Centennial Care); and
- Individuals who receive emergency services under the Emergency Medical Services for Aliens (EMSA) program.

Centennial Care 2.0

Building on the successes and accomplishments of Centennial Care, HSD has identified opportunities for targeted improvements and other modifications that will continue to advance the original principles of Centennial Care. HSD does not intend to make major programmatic changes to the program, but rather will build on the original principles and program successes and, where appropriate, implement reforms based on identified opportunities and the future vision for the State's Medicaid program. Centennial Care 2.0 will:

- *Target Care Coordination* by increasing care coordination at the provider level, improving transitions of care, and leveraging partnerships to better serve high needs populations.
- *Strengthen Physical Health and Behavioral Health (BH) Integration* by expanding CareLink NM, building BH workforce capacity, and expanding capacity through telehealth and tele-psychiatry.
- *Improve Long-Term Services and Support (LTSS) Programs* by increasing access to home and community-based services, implementing ongoing automatic Nursing Facility Level of Care (NF LOC) approvals, improving coordination of benefits for dually-eligible Members, and expanding Value-Based Purchasing (VBP) arrangements to drive quality in nursing facility care and personal care services.
- *Expand Payment Reform Initiatives* by increasing VBP payment arrangements, improving provider readiness to participate in risk-based payment arrangements, and aligning the Safety Net Care Pool with improved quality outcomes.
- *Increase Member Engagement and Personal Responsibility* by advancing the Centennial Rewards program and requiring modest copayments and premiums for certain populations.
- *Streamline Benefits and Eligibility* by redesigning a single benefit package for most Medicaid adults and higher-income children, developing modest buy-in premiums for adult dental services, changing eligibility requirements for Family Planning services, and eliminating the three-month retroactive eligibility period for most Members.

Changes in Centennial Care 2.0 for 2019 and beyond are reflected in the 1115 waiver renewal concept paper and the federal Section 1115 demonstration waiver renewal application to CMS, which were developed with input from stakeholder meetings, public comments and tribal consultations during 2016 and 2017. A draft of the application is being released concurrently with this procurement process in September 2017.

The final 1115 waiver renewal application for Centennial Care 2.0 will be submitted to CMS in November 2017. The final MCO Contract for this procurement is contingent upon federal waiver approval and any modifications needed as a result of the approval. The Sample Contract attached in Appendix O is subject to change based on federal and/or state required modifications.

MMIS Replacement (MMISR)

Starting in 2017 and during the course of this new MCO procurement and Agreement (2018 and beyond) a new Medicaid Management Information System (MMIS) will be developed and implemented by HSD and its contractors. MCOs under contract during that time must exhibit flexibility and nimbleness in working with changing systems and business processes that will result from of the MMIS replacement. MCOs must understand that NM Medicaid systems and processes as they exist now (in 2017) will most likely change in the next several years, and the MCOs, as partners, will work with HSD to effectuate a smooth transition and effective implementation of the new MMIS and any changes in systems and processes that result from it.

1.3 Summary of Scope of Work

HSD requests proposals for managing the delivery of all covered physical health, behavioral health, and LTSS under a capitated risk-bearing contract, meeting program requirements, and conducting administrative and system development functions. The purpose of this competitive RFP is to select Offerors that have the experience and expertise to perform the requirements described within.

HSD seeks creative strategies and innovations to address the Medicaid program's growth and escalating costs and to develop a comprehensive service delivery system. Successful Offerors must have the experience and expertise to perform the requirements described in this RFP, and to manage this full array of services and take primary responsibility for the overall wellbeing of its Members.

The attached Sample Contract (Appendix O) includes a detailed scope of work for this procurement of managed care services.

Contractors must comply with all federal requirements related to the Medicaid program, including applicable provisions of the Patient Protection and Affordable Care Act (PPACA) and/or any subsequent federal legislation that may modify, repeal or replace the PPACA.

1.4 Scope of Procurement

The scope of this procurement includes implementation and operation of the Contract, which includes providing physical health, behavioral health, and Long-Term Services and Support services to Members statewide determined eligible for Centennial Care 2.0. For Contract details, see the Sample Contract in Appendix O of this RFP.

Approval of the Contract by HSD, the State of New Mexico, and CMS must be obtained before the effective date. Following the approval of the Contract, the successful Offerors shall work with HSD to demonstrate their ability to carry out the provisions outlined in the Contract, including all appendices. The Offerors will be responsible for the provision of all Covered Services described in the Contract beginning January 1, 2019. Offeror must participate in a non-compensated readiness period that begins in early 2018 and continues through the end of calendar year 2018 in order to prove its readiness prior to the Go-Live date of January 1, 2019.

(Revised in A2:)

Following the procurement, HSD's intent is to contract with three to five MCOs unless it is in the State's best interest to do otherwise. The number of MCO contractors selected and awarded through this procurement process is solely at HSD's discretion based on the best interests of the State. HSD intends to award a contract that shall be effective on or about [March 15, 2018] and ending on [December 31, 2022]. Thereafter, HSD reserves the right to renew this Agreement for one-year period(s), not to exceed 8 years for the total contract period. Rates will be re-evaluated every year.

Following the procurement, HSD's intent is to contract with three to five MCOs unless it is in the State's best interest to do otherwise. The number of MCO contractors selected and awarded through this procurement process is solely at HSD's discretion based on the best interests of the State. HSD intends to award a five-year contract with options to renew, at HSD's discretion. Rates will be re-evaluated every year.

1.5 Reprocurement of Services

During any period, either before the execution of the initial Contract or thereafter, HSD reserves the right to issue requests for proposal or offers to other potential contractors for performance of any portion of the services covered by this procurement or similar or comparable services.

1.6 Procurement Manager

HSD has designated a Procurement Manager who is responsible for the conduct of this procurement. Any inquiries or requests regarding this procurement should be submitted only to the Procurement Manager, by email. The RFP identification number must be referenced in all communications regarding the RFP. Questions must be clearly labeled and must cite the specific source (section and page) that forms the basis of the question.

Offerors may contact only the Procurement Manager regarding this procurement. Other State employees, consultants, and agents do not have the authority to respond on behalf of HSD. HSD shall not assume responsibility for any answers or clarifications provided by other HSD staff, or by any other State employee or agent. An Offeror that contacts another State employee or agent in violation of this requirement will be excluded from further participation in the procurement.

The Procurement Manager's decision on any matter regarding this procurement shall be final.

Contact information for the Procurement Manager is as follows:

Daniel Clavio New Mexico Human Services Department Ark Plaza PO Box 2348 Santa Fe, NM 87504-2348

Phone: (505) 827-1345 Email: <u>CentennialCare.RFP@state.nm.us</u> Fax: (505) 827-3185

For hand deliveries or express mail deliveries, the following address may be used:

Daniel Clavio New Mexico Human Services Department Ark Plaza 2025 S. Pacheco Street Santa Fe, NM 87504

1.7 Offeror Qualifications / Conflicts of Interest

This RFP is open to any Offeror capable of performing the work as described in the Sample Contract (Appendix O) and addressed in Section 1.3 of this RFP, Summary of Scope of Work, subject to the following stipulations:

- 1. An Offeror must be licensed by the New Mexico Public Regulation Commission, Division of Insurance, to assume risk and enter into prepaid capitation contracts at least six (6) months before the Go-Live date;
- 2.

(Revised in A2:)

An Offeror must be either (i) National Committee for Quality Assurance (NCQA) accredited in the State of New Mexico, or (ii) NCQA accredited in another state where the Offeror currently provides Medicaid services and initiates the NCQA accreditation process for the State of NM upon notice of award and achieves New Mexico NCQA accreditation within one (1) year from Go-Live.

An Offeror must be either (i) National Committee for Quality Assurance (NCQA) accredited in the State of New Mexico, or (ii) NCQA accredited in another state that currently provides Medicaid services and achieve New Mexico NCQA accreditation within two (2) years of the Contract start date;

- 3. Pursuant to the Governmental Conduct Act, NMSA 1978, 10-16-1 et seq., an Offeror shall have no direct or indirect interest that conflicts with the performance of services covered under this Contract;
- 4. Pursuant to NMSA 1978, § 13-1-191, § 30-24-1 through 30-24-2, and §§ 30-41-1 through 30-41-3, an Offeror shall not provide or offer bribes, gratuities, or kickbacks to applicable State personnel;
- 5. An Offeror shall ensure that it will comply with the New Mexico Governmental Conduct Act, NMSA 1978, 10-16-1 et seq.;
- 6. An Offeror shall complete any and all required disclosure forms, including but not limited to campaign disclosure forms and other attestations; and
- 7. The burden is on the Offeror to present sufficient assurance to HSD that awarding the Contract to the Offeror shall not create a conflict of interest.
- 8. An Offeror must disclose to HSD its relationship to other entities contracting with the State, noting all entities, organizations and contractors doing work for both the State and the Offeror, and the nature of that work. Offerors must use the format provided in *Appendix J Disclosure of Contractor Relationships* and submit this information in the Exhibit Binder (Tab 1).

1.8 Procurement Library

The Procurement Manager has established an online procurement library, which can be accessed at http://www.hsd.state.nm.us/Centennial_Care_RFP.aspx . The library includes electronic documents and web links. All items are available online. Offerors are encouraged to review the materials contained in the online library. Offerors are advised to check the procurement library frequently to see if new and revised material has been added.

The Procurement Library includes, but is not limited to, the following:

- This RFP (#18-630-8000-0001) including Appendices
- Appendix O: RFP Sample Contract / SOW Centennial Care 2.0 Sample Contract
- 2017 Centennial Care Fact Sheet
- Managed Care Policy Manual (1/2014, 8/2014, 3/2015, 3/2017)

- MAD Contracts, including Centennial Care Contracts through Amendment #7
- Centennial Care Letters of Direction (LODs) for MCOs (34)
- Centennial Care Reports List, Templates (32) & Instructions (40)
- DSIPT Report Template
- Deliverable Example
- 2017 Value Added Services
- Centennial Care Annual and Quarterly Reports, 2014 2017 (Q1) and Hospital Quality Improvement Incentive (2016 & 2017)
- Care Coordination Documentation Training
- NM Medicaid Eligibility Presentation
- 2017 1115 Waiver Renewal Concept Paper
- 2012 1115 Waiver Renewal Application and CMS Approvals
- EQRO Reports
- HSD Standardized Health Risk Assessment (HRA) Form
- Quality Strategy for NM Medicaid Managed Care Program
- Critical Incident Reporting
- Critical Incident Management System Training Guide
- Nursing Facility Level of Care (NFLOC) Guidelines and Forms
- Agency-Based Community Benefits Forms and Documents
- Nursing Facility Level of Care Training Presentations
- Community Based Services Questionnaire and Report Template
- MAD Form 614 Employer of Record Self-Assessment
- Financial Report Templates
- MCO Systems Manual (rev 7/2017)
- MITA State Self-Assessment
- MMIS-Replacement and HHS 2020 Presentation
- HHS 2020 Enterprise Framework
- MMISR Schedule
- CareLink NM website (NM Health Homes Program)
- Health Homes (CareLink) Policy Manual
- BH-PH Integration Fact Sheet 2015
- Behavioral Services Division Contracts
- Network of Care
- NM BH Collaborative Portal
- NM BH Collaborative Presentations, Notes and Strategic Plan; BH Planning Council
- Supportive Housing
- Collaborative Supportive Housing Plan
- Office of Peer Recovery and Engagement
- Office of Substance Abuse Prevention (OSAP) website and Evaluation Reports
- Consumer Satisfaction Survey Reports

- New Mexico Treatment Episode Data
- PE / MOSAA Determiners
- Indian Health Service, Tribal 638, and Urban Indian Health Programs (I/T/Us)
- MAD: NMAC Program Rule and NMAC Eligibility Rule Manual
- Program Rules
- Supplements to MAD NMAC Program Rules 2017
- HSD NM Medicaid Recent Eligibility Reports, by Category of Eligibility, by MCO by County, Summaries
- HSD NM State Plans and SPAs
- 5010 HIPAA Guides, FAQs and Submission Procedures
- MAD Rules and Billing Overview
- HSD 2018 Strategic Plan
- NM HSD Website
- HSD Centennial Care 2.0 Webpage
- NMAC New Mexico Administrative Code
- CMS Medicaid and Managed Care
- CMS Medicaid and CHIP Managed Care Final Rule
- CMS Behavioral Health Services and Mental Health Parity (MHPAEA)
- CMS Federal Policy Guidance
- OMB Standard Form LLL Disclosure of Lobbying Activities

1.9 Definitions

This section contains definitions that are used throughout this procurement document. Acronyms used in this RFP can be found in the Acronym List, Appendix M. Also see Section 2 of the Sample Contract (Appendix O of this RFP) for additional definitions and terminology.

Affiliates means all entities that have a common ownership relationship with the Offeror, whether or not these entities are used to perform functions specified in the Contract.

Close of Business or **COB** means 5:00 p.m. Mountain Standard or Mountain Daylight Time, whichever is in effect on the given date.

Contract means a written agreement between HSD and an Offeror to provide the services as described in this RFP.

Contractor means a successful Offeror who enters into a binding Contract.

Cost Proposal materials means information available to Offerors to evaluate historical enrollment, utilization, cost (efficiency adjustments), prospective adjustments, capitation rate ranges and cost bid submission materials

Determination means the written documentation of a decision by the Procurement Manager, including findings of fact supporting a decision. A determination becomes part of the procurement file.

Desirable means "preferred." The terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

Evaluation Committee means a body appointed by HSD to evaluate Offeror proposals.

Evaluation Committee Report means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the Cabinet Secretary for Contract award. It contains all written determinations resulting from the procurement.

Go-Live means the date on which the Contractor assumes responsibility for the provision of Covered Services to Members, and the start of compensation to Contractor(s). The Go-Live date is anticipated to be January 1, 2019.

(Revised in A2:)

Major Subcontractor means an entity with which the Contractor has, or intends to have, an executed agreement to deliver or arrange for the delivery of any of the Covered Services under the Agreement.

Major Subcontractor is an entity with which the Offeror has, or intends to have, an executed agreement to deliver any of the Covered Services (as defined in the Contract).

Mandatory means "required." The terms "must," "shall," "will," "is required," or "are required" identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal at HSD's discretion.

Offeror refers to any person, corporation, or partnership that submits a proposal.

Procurement Manager means the person or designee authorized by HSD to manage or administer a procurement requiring the evaluation of competitive, sealed proposals.

Request for Proposal or **RFP** refers to all documents used to solicit proposals, including those attached or incorporated by reference.

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

Responsive Offer or **Responsive Proposal** means an offer or proposal that conforms in all material respects to the requirements set forth in the RFP. Material respects of a Responsive Offer include but are not limited to price, quality, quantity, and delivery requirements.

(Revised in A2:)

Subcontractor means an entity with which the Contractor has, or intends to have, an executed agreement to perform any functions required under the Agreement and does not include a Provider or Contract Provider.

Subcontractor means an entity with which the Contractor or a Major Subcontractor has entered into, or intends to enter into, an agreement to perform any functions required under this Agreement.

Waiver refers to the authority granted to states under the Social Security Act to allow them flexibility in operating Medicaid programs, including authorization to apply for home and community-based waivers.

SECTION 2: CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the procurement schedule and describes the major procurement events as well as the conditions governing the procurement.

2.1 Procurement Schedule

The schedule set forth herein represents HSD's best estimate of the schedule that will be followed. Unless stated otherwise, items will be due at Close of Business on the dates specified below. If a component of this schedule – such as *Submission of Proposal* – is delayed, the rest of the schedule will likely be shifted by the same number of days. The Procurement Schedule is subject to change at HSD's discretion. The Procurement Manager will make every effort to adhere to the following schedule:

Centennial Care 2.0 MCO Procurement Schedule	
Event	Date
Release RFP and Procurement Library	Friday, Sept.1, 2017
Deadline for Offerors to submit Mandatory Acknowledgement of	Monday, Sept. 18, 2017
Receipt Form to HSD	
Mandatory Pre-Proposal Conferences – Morning: RFP;	Tuesday, Sept.19, 2017
Afternoon: Actuarial	
Deadline for Offerors to submit formal written questions for	Friday, Sept. 29, 2017
HSD response	
Release of HSD responses to written questions and	Friday, Oct. 20, 2017
Amendment(s) to RFP	
References Due* – Deadline: 5:00 pm MDT	Thursday, Nov. 2, 2017
Proposals Due - Deadline: 3:00 pm MDT	Friday, Nov. 3, 2017
Evaluation and Scoring of Proposals	Nov. 6 – Dec. 22, 2017

Notifications to Offerors that do not meet Mandatory	Friday, Nov. 10, 2017
Requirements	
Selection and notification of Finalists	Friday, Dec. 22, 2017
Oral Presentations (at HSD's discretion)	Jan. 3 – Jan. 5, 2018
Notice of Intent to Award	Monday, Jan. 8, 2018
Contract Negotiations	Jan. 9 – Jan. 26, 2018
CMS Contract Approval Period	Jan. 27 - Feb. 27, 2018
Signature process (Contractors and State)	Feb. 28 – March 14, 2018
Contract Award Date	March 15, 2018
Protest period -15 days from contract award	Mar. 16 – Mar. 31, 2018
Contract Effective Date	April 1, 2018
Effective Date for Readiness Period (no compensation)	April 1, 2018
Readiness Period	April 1- Dec. 31, 2018
Go-Live Date and start of new waiver	January 1, 2019

* References are to be submitted directly to HSD by the Reference source, not by the Offeror, independent of the other Proposal materials.

All dates are subject to change at HSD's discretion.

2.2 Explanation of Events

2.2.1 Issuance of RFP

This RFP is issued on behalf of the New Mexico State Human Services Department/ Medical Assistance Division on the date stated in Section 2.1, Procurement Schedule. The RFP and amendments, if any, may be downloaded from the following address:

http://www.hsd.state.nm.us/Centennial_Care_RFP.aspx

2.2.2 Acknowledgment of Receipt Form and Distribution List

Potential Offerors should hand-deliver or return by email or by registered or certified mail the Acknowledgment of Receipt Form that accompanies this document (Appendix A of this RFP) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated, and returned to the Procurement Manager no later than the date stated in Section 2.1, Procurement Schedule (Monday, Sept. 18, 2017). **Submission of this form to HSD is a Mandatory Requirement to participate in the procurement process.** Failure to return this form shall constitute an agreement that the potential Offeror's organization name shall not appear on the distribution list nor participate in the procurement process. **Failure to appear on the distribution list disqualifies an organization from receiving the Data Book materials, from attending the Pre-Proposal Conferences, and from submitting a proposal.**

At a minimum, the procurement distribution list will be used to distribute:

- Written responses to questions;
- Any RFP amendments and notices; and
- Cost Proposal materials (Data Book and Cost Proposal template).

The Cost Proposal materials (Data Book and Cost Proposal template) will be distributed only to Offerors who have submitted the Acknowledgment of Receipt Form as noted above; those materials will not be available in the Procurement Library. HSD will attempt to distribute the Data Book to Offerors within four days of HSD's receipt of the Acknowledgment of Receipt Form. Offerors are encouraged to submit the Acknowledgment of Receipt Form to HSD well in advance of the deadline so the Offeror will have ample time to review and work with the Cost Proposal materials.

2.2.3 Pre-Proposal Conferences

Two mandatory Pre-Proposal Conferences will be held to give Offerors opportunities to ask questions and clarify issues concerning this RFP and procurement process. Both conferences will be held on the same day in Santa Fe, New Mexico. The morning RFP Conference will focus on the RFP and proposal requirements, including the Mandatory Requirements and Technical Proposal, as well as programmatic, Contract and scope of work issues. The afternoon Actuarial Conference will focus on data, rates, costs, Cost Proposal and actuarial issues related to this procurement. The mandatory Pre-Proposal Conferences will be held at the following times and location:

Tuesday, September 19, 2017

- 9:00 am (MDT): RFP & Technical Proposal Conference
- 2:00 pm (MDT): Actuarial & Cost Proposal Conference

HSD, Administrative Services Division (ASD) Conference Room 1474 Rodeo Road, Santa Fe, NM 87505

Attendance at both Pre-Proposal Conferences in person by an official representative (or multiple representatives) is mandatory for all Offerors submitting a proposal. There will NOT be a call-in option for these meetings. All representatives must enter through the front doors of the building and sign in upon arrival. A public log will be kept of the names of representatives of potential Offerors that attend the Pre-Proposal Conferences.

2.2.4 Deadline to Submit Questions Regarding RFP

Potential Offerors may submit formal written questions about the intent or clarity of the RFP and its appendices. Offerors shall submit all questions in writing by email to the Procurement Manager no later than the date stated in Section 2.1, Procurement Schedule. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document that forms the basis of the question. For the submission of all questions in writing, *Offerors*

2.2.5 Responses to Written Questions/RFP Amendments

HSD will provide written responses to written questions -- and any RFP amendments will be distributed – by the date stated in Section 2.1, Procurement Schedule (intended date) to all potential Offerors whose organization name appears on the procurement distribution list. HSD's written response to questions constitutes a formal response but does not constitute an amendment to the RFP. If warranted, the RFP will be amended at a later date to address the specific issues. HSD's response to a question will note if an amendment is necessary and forthcoming. The identity of the organization submitting the question(s) will not be revealed in the response.

HSD shall make every effort to provide answers as close to the deadline as possible. HSD reserves the right to determine, at its sole discretion, appropriate and adequate responses to written comments, questions, and requests for clarification.

HSD reserves the right to amend the RFP (including all appendices) any time before the closing date for submitting proposals. Amendments shall be sent to all Offerors whose organizations are on the procurement distribution list as a result of submitting an Acknowledgment of Receipt Form pursuant to Section 2.2.2 of this RFP. Amendments will be posted to: <u>http://www.hsd.state.nm.us/Centennial_Care_RFP.aspx</u>.

2.2.6 Submission of Proposals

The entire proposal (including the Mandatory Requirements, Technical Proposal, Cost Proposals, and Exhibit materials) must be received for review and evaluation by the Procurement Manager, by 3:00 pm (MST) on the date stated in Section 2.1 Procurement Schedule (Nov. 3, 2017). The Procurement Manager will record the date and time of receipt on each proposal. A late proposal shall not be accepted, and an Offeror's failure to submit a proposal before the deadline shall cause the proposal to be disqualified.

Proposals must be addressed and delivered to the Procurement Manager. Proposals must be sealed, and the outside of the package must be labeled to clearly indicate a response to Centennial Care 2.0's Request for Proposal. (See Section 3 of this RFP for additional information.) Proposals submitted by facsimile and email will not be accepted. A proposal must respond to the written RFP and any RFP exhibits, attachments, and amendments.

HSD will not reimburse the Offeror for any costs of proposal preparation. The Offeror shall not distribute the proposal to any entity not specified in this RFP, nor shall the Offeror share its proposal with other potential Offerors.

A public log will be kept of the names of all Offeror organizations that submit proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of any proposal shall not be disclosed to competing Offerors or the general public before the Contract is awarded.

2.2.7 Review of Mandatory Requirements and Notification to Offerors That Do Not Meet Mandatory Requirements

Mandatory Requirements will be reviewed by the Procurement Manager to confirm that all mandatory documents and forms have been provided.

Offerors who submit proposals that do not meet Mandatory Requirements will receive a letter notifying the Offeror that their Technical Proposal and Cost Proposal will not be reviewed due to failure to meet Mandatory Requirements.

If all Mandatory Requirements are met, References will be reviewed, evaluated and scored.

2.2.8 Technical Proposal Evaluation

The Technical Proposals will be evaluated by subgroups of the Evaluation Committee appointed by HSD management. During the evaluation period, the Procurement Manager may initiate discussion with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the previously submitted proposals. Discussions shall not be initiated by Offerors.

The reviews and evaluation of Technical Proposals will include reviews of the required materials provided in the Exhibits Binder.

2.2.9 Cost Proposal Evaluation

The evaluation of the Offeror's Cost Proposal shall be conducted after review of the Mandatory Requirements, References and Technical Proposals (including Exhibits). HSD's Evaluation Committee shall review and evaluate the Cost Proposal.

2.2.10 Selection of Finalists

Scores for the References, Technical Proposal, and Cost Proposal will be combined to identify finalists. The Evaluation Committee will make a recommendation to the Procurement Manager who, after presenting the Evaluation Committee report and consulting with HSD, will notify the finalist Offerors.

2.2.11 Oral Presentations

At HSD's discretion, Offerors selected as finalists may be required to present their proposals and provide clarifications to the Evaluation Committee. The Procurement Manager will schedule the time for each Offeror presentation. All Offeror presentations will be in Santa Fe, New Mexico. If oral presentations occur, a 400-point scale will be used to score presentations and the score will be added to the References, Technical Proposal, and Cost Proposal scores.

2.2.12 Notice of Intent to Award Contract

Based on HSD's selection of the successful Offerors, the Procurement Manager shall send all successful Offerors a notice of intent to award.

2.2.13 Contract Negotiation and Finalization

HSD reserves the right to negotiate with successful Offerors regarding provisions that are in addition to or different from those contained in this RFP or Appendix O of this RFP (Sample Contract). The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the Contract, at HSD's discretion.

2.2.14 Approval of Contract

HSD will review and approve the final Contract. The Contract is subject to review and approval by CMS and the State of New Mexico, as specified in Section 1.4 of this RFP.

2.2.15 Protest Deadline

Any protest by an Offeror must be timely and conform to NMSA 1978, § 13-1-172, and applicable procurement regulations. The fifteen (15) Calendar Day protest period for Responsive Offerors shall begin on the day following the Contract award and will end at Close of Business fifteen (15) Calendar Days after the Contract award. Protests must be written and must include the protestor's name and address as well as the RFP number. Protests must also contain a statement of grounds for protest, including appropriate supporting exhibits, and must specify the ruling requested. Protests must be addressed and delivered to the Cabinet Secretary, with a copy to the Procurement Manager and the General Counsel:

P.O. Box 2348

Santa Fe, NM 87504-2348

For hand deliveries or express mail deliveries, the following address may be used:

2009 S. Pacheco Street Pollon Plaza Santa Fe, NM 87505

Protests received after the deadline will not be accepted. The State reserves the right to implement the terms of the Contract with the successful Offerors during the pendency of the protest.

2.2.16 Contract Effective Date

As stated above, the Contract is subject to the appropriate State and federal approvals. No compensable work may be performed by the Offeror until the effective date of the fully executed and approved Contract. The intended effective date for the Contract is April 1, 2018, for the start of the non-compensated readiness period. The intended start date for compensable work under the Contract is the Go-Live date of January 1, 2019.

2.2.17 Readiness Reviews

The Offerors awarded the Contract shall demonstrate to HSD's satisfaction that it is able to meet the requirements of this RFP and the Contract prior to the January 1, 2019 Go-Live date. The Offeror shall participate in "readiness reviews," which will commence shortly after the Contract is executed and run throughout calendar year 2018, as directed by HSD. The reviews may include, but are not limited to:

- Desk and on-site reviews of documents provided by the Offeror;
- Walk-throughs of the Offeror's operations, system demonstrations (including systems connectivity testing);
- Testing of claims processing and payments with major provider types such as hospitals, physician groups, FQHCs and including IHS and tribally operated facilities;
- Testing of encounter submission to HSD;
- Testing of enrollment roster processing;
- Demonstration and overview of Offeror's website, including the Member and provider portals;
- Demonstration and walk-through of Member and provider call centers;
- Demonstration of provider credentialing and contracting;
- Validation that necessary staff have been hired and trained; and
- Interviews with the Offeror's staff.

The scope of the reviews may include any and all requirements of this RFP and the Sample Contract, as determined by HSD.

Contracted Offerors may not start the work under the Contract until they have completed the readiness requirements to the satisfaction of HSD. Offerors understand that they will receive no compensation for their efforts during the mandatory readiness review period prior to the start of their Contracts.

2.3 General Requirements

This procurement is exempt from New Mexico's competitive procurement processes per the NM Procurement Code (13-1-98.1. *Hospital and health care exemption*. (1998)). This procurement, however, will follow the NM procurement processes.

2.3.1 Acceptance of Conditions Governing the Procurement and Other Factors

Offerors must indicate their acceptance of the conditions governing the procurement in the Letter of Transmittal Form. Submission of a proposal constitutes acceptance of the evaluation process contained in Section 4 of this RFP.

2.3.2 Incurring Cost

Any costs incurred by the Offeror in preparing, transmitting, or presenting its proposal or other material submitted in response to this RFP shall be borne solely by the Offeror. Costs associated with the readiness review and preparation for Contract implementation shall be borne solely by the Offeror.

2.3.3 Prime Contractor Responsibility

Any Contract that may result from this RFP shall specify that the successful Offeror is solely responsible for fulfillment of the Contract with HSD. HSD will make Contract payments only to the prime Contractor.

2.3.4 Subcontractors

(Revised in A2:)

Proposed use of Subcontractors and Major Subcontractors must be clearly explained in the proposal and identified by name. The Contractor shall not assign, transfer, or delegate any key functions to a Subcontractor or Major Subcontractor without the explicit prior written

approval of HSD. The Contractor shall be wholly responsible for the entire contract performance, whether or not Subcontractors or Major Subcontractors are used. The Offeror's list of proposed Subcontractors and Major Subcontractors should be submitted using the form in Appendix K and included in the Exhibits Binder.

Offerors must submit three professional references for every proposed Major Subcontractor providing Covered Services to Members. References are to be attached to the Subcontractor (and Major Subcontractor) forms (Appendix K) and included in the Exhibits Binder.

With respect to subcontracting arrangements for Behavioral Health services, a Contractor may not pass responsibility for the provision of Behavioral Health services to a licensed, risk-bearing entity (e.g. a Behavioral Health Organization (BHO)). Further, if the MCO partners with a BHO on an ASO basis, the MCO must maintain responsibility for Member services and utilization management services related to Behavioral Health.

A Contractor shall not subcontract for Member Services responsibilities unless as specified in section 4.15.1.1 of the Sample Contract. A Contractor has the option to subcontract for other Centennial Care 2.0 services and functions as long as access to care and service delivery is transparent to Members and to HSD.

MCOs may delegate all care coordination functions for a Member when the Member is enrolled in a Health Home or as part of a Full Delegation arrangement as defined in Section 4.4.19.1 of the Sample Contract (Appendix O). Access to care and service delivery must be transparent to the Member. An MCO may also delegate certain care coordination activities to providers and/or partners as part of a Shared Function Model as noted in the Sample Contract.

In these arrangements, the MCO is still responsible for oversight and must ensure that the provider is delivering all contractually required care coordination services and functions.

See Definitions in Section 1.9 above for definitions of Subcontractors and Major Subcontractors. See Section 7.14 of the Sample Contract (Appendix O of this RFP) for additional information on Subcontractors and Major Subcontractors.

Proposed use of Subcontractors must be clearly explained in the proposal, and Major Subcontractors must be identified by name. The Contractor shall not assign, transfer, or delegate any key functions to a Subcontractor without the explicit prior written approval of HSD. The Contractor shall be wholly responsible for the entire contract performance, whether or not subcontractors are used. The Offeror's list of proposed Subcontractors should be submitted using the form in Appendix K and included in the Exhibits Binder.

Offerors must submit three professional references for every proposed Subcontractor providing services directly to Members. References are to be attached to the Subcontractor forms (Appendix K) and included in the Exhibits Binder.

(revised in A1:)

Offerors must submit three professional references for every proposed Subcontractor providing Covered Services to Members. References are to be attached to the Subcontractor forms (Appendix K) and included in the Exhibits Binder.

With respect to subcontracting arrangements for Behavioral Health services, a Contractor may not pass responsibility for the provision of Behavioral Health services to a licensed, risk-bearing insurance company (e.g. a Behavioral Health Organization (BHO)). Further, if the MCO partners with a BHO on an ASO basis, the MCO must maintain responsibility for Member services and utilization management services related to Behavioral Health.

A Contractor cannot subcontract for Member services. A Contractor has the option to subcontract for other Centennial Care 2.0 services and functions as long as access to care and service delivery is transparent to Members and to HSD.

MCOs may delegate all care coordination functions for a Member when the Member is enrolled in a Health Home, as defined in Section 2703 of the PPACA, or as part of a VBP arrangement as outlined in Attachment 3 (Delivery System Improvement Performance Targets) of the Sample Contract (Appendix O). Access to care and service delivery must be transparent to the Member. An MCO may also delegate certain care coordination activities to providers as part of a Shared Function Model as noted in the Sample Contract.

In these arrangements, the MCO is still responsible for oversight and must ensure that the provider is delivering all contractually required care coordination services and functions.

See Definitions in Section 1.9 above for definitions of Subcontractors and Major Subcontractors. See Section 7.14 of the Sample Contract (Appendix O of this RFP) for additional information on Subcontractors.

2.3.5 Amended Proposals

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

2.3.6 Offerors' Rights to Withdraw Proposal

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

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

2.3.7 Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for one hundred twenty (120) Calendar Days after the due date for receipt of proposals.

2.3.8 Disclosure of Proposal Contents

Proposals will be kept confidential until Contracts are awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential," subject to the following requirements. **Blanket labeling of the entire document as "confidential" or "proprietary," however, shall result in the proposal being determined non-responsive.**

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, §§ 57-3A-1 to 57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

(Revised in A2:)

If a request is received for disclosure of data which an Offeror has designated as confidential or proprietary, the Procurement Manager shall examine the Offeror's designation of confidential materials and issue a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

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

The State of New Mexico maintains the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal shall not affect this right.

2.3.9 No Obligation

This procurement in no manner obligates the State of New Mexico or any of its agencies to use any proposed professional services until a valid written Contract is awarded and approved by the appropriate authorities.

2.3.10 Termination

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

2.3.11 Sufficient Appropriation

Any Contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Contractor. HSD's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

2.3.12 Legal Review

HSD requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

2.3.13 Governing Law

This procurement and any agreement with Offerors that may result from it shall be governed by the laws of the State of New Mexico.

2.3.14 Basis for Proposal

Only information supplied by HSD in writing through the Procurement Manager

2.3.15 Contract Terms and Conditions

The Contract between HSD and an Offeror will follow the format specified by HSD and contain the terms and conditions set forth in the Sample Contract, Appendix O of this RFP. However, HSD reserves the right to negotiate with a successful Offeror provisions in addition to or different from those contained in this RFP or Appendix O of this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the Contract. Only terms and conditions that are additional, and agreed to by HSD, as evidenced by inclusion in the duly executed Contract, will be included in the Contract.

If an Offeror objects to any of HSD's terms and conditions as contained in this Section or in the Sample Contract (Appendix O of this RFP), that Offeror must propose specific alternative language as part of its response to this RFP. HSD may or may not accept the alternative language. HSD's decision on alternative language is final and cannot be appealed. General references to the Offeror's terms and conditions, or attempts at complete substitutions, are not acceptable to HSD, and will result in disqualification of the Offeror's proposal.

Proposed changes are to be included in the Exhibits Binder. Offerors must provide a brief discussion of the purpose and impact (if any) of each proposed change, followed by the specific proposed alternate wording (see 2.3.16 below). Any proposed additional terms and conditions, which may be the subject of negotiations will be discussed only between HSD and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

2.3.16 Offeror Terms and Conditions

Offerors must submit with proposals a complete set of any additional terms and conditions that they want included. General references to the Offeror's terms and conditions, or attempts at complete substitutions, are not acceptable to HSD and will result in disqualification of the Offeror's proposal.

HSD reserves the right to negotiate such requested terms and conditions. Only terms and conditions that are additional, and agreed to by HSD, as evidenced by inclusion in a duly executed Contract, will be included in the Contract between the parties. Changes proposed by an Offeror are to be included in the Exhibits Binder.

The opportunity for an Offeror to propose changes in terms and conditions is purely optional, not a mandatory requirement. No evaluation or scoring points are associated with this option.

2.3.17 Offeror Qualifications

The Evaluation Committee (described in Section 4.2 of this RFP) may make such investigations as necessary to determine the Offeror's ability to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror that is not a responsible Offeror or that fails to submit a responsive offer as defined in NMSA 1978, §§ 13-1-83 and 13-1-85.

2.3.18 Right to Waive Irregularities

The Evaluation Committee reserves the right to waive irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

2.3.19 Change in Contractor Representatives

HSD reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of HSD, adequately meeting its needs.

At its sole discretion, HSD reserves the right to refuse key personnel, of the Contractor or a Subcontractor as defined in the Contract, for use in the performance of a Contract pursuant to this RFP.

2.3.20 Notice

Offerors are advised that any violation of federal or State law or regulation regarding attempts to improperly influence this procurement may result in criminal and/or civil penalties.

2.3.21 HSD Rights

HSD reserves the right to accept all or a portion of an Offeror's proposal.

2.3.22 Right to Publish

Throughout this procurement process and Contract term, potential Offerors, Offerors, and Contractors must secure from HSD written approval prior to the release of any information

that pertains to the potential work or activities covered by this procurement or the subsequent Contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the Contract.

2.3.23 Ownership of Proposals

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

2.3.24 Electronic Mail Address Requirement

A large part of the communication regarding this procurement will be conducted by electronic mail (email). Offerors must have a valid email address to receive this correspondence.

2.3.25 Use of Electronic Versions of this RFP

This RFP is being made available electronically. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by HSD, the version maintained by HSD shall govern.

2.3.26 Lobbying

No federally appropriated funds can be paid at any time by or on behalf of the Contractor or any other person, for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (Include in the Mandatory Requirement Binder if applicable.) A conflict of interest may exist when an Offeror qualifies for approval to enter into a Centennial Care MCO contract and a contract for the MMIS/MMISR Quality Assurance and/or Financial Management modules with the State; this includes an Offeror that is a Contractor and/or a Subcontractor. To avoid the conflict, HSD, in its sole discretion, has the right to deny approval of the Offeror to enter into MMIS/MMISR (specifically the Quality Assurance and/or Financial Management modules) and/or MCO contracts.

SECTION 3: RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in disqualification of the proposal.

Three separate electronic files are required for the proposal response components (see below). Each proposal component shall include (and clearly marked for each proposal response component):

- 1. A file with the **complete proposal response**, including any confidential and/or proprietary information within that response component.
- 2. A file of the response with **confidential/proprietary information deleted** from it. (This version can be used for public records requests.)
- 3. A file of the response with **only the confidential/proprietary information** from that response.

3.1 Number of Responses

Offerors shall submit only one (1) proposal. Alternative proposals will not be accepted. A Responsive Proposal includes: (i) Mandatory Requirements; (ii) References; (iii) Technical Proposal; (iv) Exhibits; and (v) Cost Proposal.

3.2 Proposal Format

All proposals must be typewritten on standard 8 $\frac{1}{2}$ " x 11" paper. The pages should have one-inch margins, and the font size shall be no smaller than Times New Roman 12. The proposal must be set at a multiple-space setting of 1.15 lines within a paragraph with a blank line between paragraphs. Larger paper (up to 11" x 17") and smaller fonts are permissible only for charts, diagrams, spreadsheets, etc. The documents must be placed in sturdy binders with tabs delineating each section. Offerors must comply with the page-limit requirements specified in Section 6 of this RFP.

3.3 Number of Copies and Electronic Files

Each response to this RFP must consist of a Mandatory Requirements, References, a Technical Proposal, Exhibits, and a Cost Proposal, as described below.

3.3.1 Mandatory Requirements

Each Offeror must submit one (1) original and one (1) hard copy of the Mandatory Requirements to HSD in a sealed package that is clearly marked:

"Mandatory Requirements in Response to RFP # 18-630-8000-0001 - Do Not Open".

The original must be identified as such on the front cover, and the copy shall also be identified as such.

Each Offeror must also include three (3) electronic copies of the Mandatory Requirements (three files as noted above) on three (3) CDs placed in the sealed package with the original and copy of the Mandatory Requirements. The electronic copies of the Mandatory Requirements shall include searchable PDF files or MS Word files of the entire Mandatory Requirements.

3.3.2 References

References are part of the proposal and are sent to the Procurement Manager directly from the entities providing the References. Submitted References will be added to the Offeror's proposal by the Procurement Manager for review, evaluation and scoring. Submission of a single copy of each Reference is sufficient.

3.3.3 Technical Proposal and Exhibits

Each Offeror must submit one (1) printed original and six (6) hard copies of the Technical Proposal and Exhibits (in separate binders) to HSD in a sealed package that is clearly marked:

"Technical Proposal and Exhibits" in Response to RFP #18-630-8000-0001 – Do Not Open"

Each Offeror must also include three (3) electronic copies of the Technical Proposal (three (3) files as noted above) and Exhibits (also three (3) files as noted above) on three (3) CDs placed in the sealed package with the original and copy of the Technical Proposal and Exhibits. The electronic copies of the Technical Proposal and Exhibits shall include searchable PDF files or MS Word files of the entire Technical Proposal and Exhibits.

3.3.4 Cost Proposal

Each Offeror must submit one (1) printed original and one (1) printed copy of the cost proposal to HSD in a separate, sealed package that is clearly marked:

"Cost Proposal in Response to RFP #18-630-8000-0001 - Do Not Open"

Offerors should use the Excel version of the Cost Proposal template provided as an attachment to the Data Book when submitting their Cost Proposal. Each Offeror must also include three (3) electronic copies of the Cost Proposal on three (3) CDs placed in the sealed package with the original and copy of the Cost Proposal. The electronic copies of the Cost Proposal must be in MS Excel. The original must be identified as such on the front cover and the printed copy shall also be identified as such.

3.4 Proposal Organization

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP. Technical Proposals must comply with the page limits noted in Section 6 of this RFP. Exhibits specified in Section 6 of this RFP will be placed in the Exhibits Binder and will not be counted towards the page limits in the Technical Proposal. **Pages that exceed the page limits specified in Section 6 of this RFP will not be reviewed by the Evaluation Committee.**

The entire proposal shall be submitted in a total of four (4) binders: one (1) binder for the Mandatory Requirements, one (1) binder for the Technical Proposal, one (1) binder for Exhibits, and one (1) binder for the Cost Proposal.

3.4.1 Table of Contents

The first page in each binder must be the table of contents. It must contain a list of all sections of the proposal in the binder and the corresponding page numbers. The table of contents in the electronic file must be linked to appropriate sections in the proposal.

3.4.2 Page Numbers

The pages in each binder must be numbered sequentially and include the proposal type (e.g., Technical - pg 1). Numbering of pages in binders should continue in sequence through each separate section. For example, "Provider Network" would begin with the page number following the last page number in "Experience and Qualifications."

3.4.3 Dividers

Each section of each binder shall be separated by a divider and shall contain all information requested in this RFP.

3.4.3.1 The Mandatory Requirements Binder shall have dividers separating the

following sections:

- 1. Letter of Transmittal
- 2. Compliance and Acceptance Statement
- 3. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
- 4. Campaign Contribution Disclosure Form
- 5. New Mexico Employees Health Coverage
- 6. Conflict of Interest Affidavit
- 7. Statement of Mergers, Acquisition, or Sales
- 8. Insurance Policies
- 9. List of References
- 10. Proposal Summary
- 11. Copy of D-SNP agreement with CMS or statement of intent to apply for a D-SNP agreement.
- 12. Statement of Attestation and Agreement to follow and meet the standards set forth in the MCO Systems Manual.
- 13. Signed Independent Price Determination Form
- 14. If applicable: Lobbying Disclosure, OMB Form LLL
- **3.4.3.2** The **Technical Proposal Binder** shall have dividers separating the following sections:
 - 1. Experience and Qualifications
 - 2. Provider Network and Provider Agreements
 - 3. Benefits and Services
 - 4. Care Coordination, Transitions, Assessments, and Care Plans
 - 5. Long-Term Services and Support
 - 6. Information Systems and Claims Management
 - 7. Native Americans
 - 8. Member and Provider Services
 - 9. Quality Improvement and Quality Management
 - 10. Reporting and Program Integrity
 - 11. Financial Management
 - 12. Value-Based Purchasing

3.4.3.3 The **Exhibits Binder** shall have dividers separating the following sections:

- 1. Disclosure of Contractor Relationships (use Appendix J form)
- 2. Optional: proposed changes to Terms & Conditions and Contract Deviations (see 2.3.15, 2.3.16)

Exhibits from Technical Responses, Section 6

- 3. 6.1, Question 1 Form of business, officers, directors, partners, tax ID numbers, etc.
- 4. 6.1, Question 2 Business entity documents, articles of incorporation, bylaws, agreements, etc.

- 5. 6.1, Question 3 Affiliates, subsidiaries, etc.
- 6. 6.1, Question 4 NM Insurance Division license or application, DOI report(s), etc.
- 7. 6.1, Question 5 Litigation and sanctions information.
- 8. 6.1, Question 6 Experience (use Appendix I form).
- 9. 6.1, Question 7 Bankruptcy and insolvency information.
- 10. 6.1, Question 8 Audited Financial Statements.
- 11. 6.1, Question 9 Audit findings.
- 12. 6.1 Question 10 Organizational chart.
- 13. 6.1, Question 11 Resumes of proposed personnel.
- 14. 6.1, Question 13 Proposed Major Subcontractors and Subcontractors details and references, etc. (*use Appendix K form, attach references*).
- 15. 6.6, Question 51 Systems flowcharts, descriptions, operations manuals, etc.
- 16. 6.6, Question 52 Gantt chart and work plan detail
- 17. Other exhibits provided by the Offeror.

Note that very large documents that are available online can be indexed and described (labelled) with an associated link to the specific document(s). Those large documents do not have to be physically included in the Exhibits Binder.

3.4.3.4 The **Cost Proposal Binder** does not require dividers.

3.4.4 Responses

All information must be in response to a specific requirement or question and clearly referenced. HSD is not required to -- and will not search for – information or responses in other sections of the proposal unless the reference is for an exhibit (in the Exhibit Binder). A policy, brochure, manual, or reference to a policy, brochure, or manual does not constitute an adequate response unless specifically requested. Exhibits must be referenced and described in the narrative and cannot contain a continued response. The Offeror shall refer the reader directly to an exhibit number. Exhibits shall not be counted toward the technical proposal page limits. Offerors may only submit exhibits in response to explicit questions or requests as specified in this RFP; any unsolicited exhibit materials will not be reviewed by the evaluation teams.

SECTION 4: EVALUATION PROCESS AND SCORING

4.1 Evaluation Process

HSD shall conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. HSD shall be the sole judge in the selection of the successful Offerors.

Evaluation of the proposals shall be conducted in the following phases.

- Phase I
 - Review of Mandatory Requirements to ensure that all mandatory requirements are met.
- Phase II
 - Review and scoring of References and Technical Proposal and Exhibits.
- Phase III
 - Review and scoring of the Cost Proposals.
 - Compilation of scores from References, Technical Proposal, and Cost Proposal.
- Phase IV
 - Oral Presentations (at HSD's discretion).
- Phase V
 - Compilation of all scores and Award of the Contract to the selected Offerors.

Phase I: The determination of whether the proposal meets Mandatory Requirements noted in Section 5 of this RFP, including receipt of the Acknowledgement of Receipt Form (see section 2.2.2). All proposals shall be reviewed for compliance with the requirements stated within the RFP and all its appendices. Proposals deemed nonresponsive shall be eliminated from further consideration.

Phase II: The review of the References and Technical Proposals (including Exhibits) to evaluate and score the quality of the responses.

Phase III: The review of the Cost Proposal. Scores from each Offeror's References, Technical Proposal, and Cost Proposal will be totaled, and HSD will identify proposals that meet the criteria to become finalists. At its discretion, HSD may request Oral Presentations from the finalist Offerors.

Phase IV: Optional Oral Presentations by Finalists.

Phase V: Scores from Oral Presentations by Finalists will be added to other scores for final scoring and determinations. Offerors whose proposals and scores are most advantageous to HSD shall be recommended for Contract awards as specified in Section 2.2.13 of this RFP.

4.2 Evaluation Committee

HSD shall establish an Evaluation Committee and sub-committees that will evaluate designated sections of the proposals. HSD may, at its discretion, designate Members to the Evaluation Committee who are employees of other State agencies and who have expertise in specific areas of the RFP.

Each sub-committee of the Evaluation Committee shall evaluate their assigned section of each qualifying proposal and document their comments, concerns, and questions using standard evaluation tools. The subgroups of the Evaluation Committee will review only the section of the proposal that is assigned to their particular subgroup. **Therefore, it is imperative that the response to each question is complete and independent of information or responses in other sections of the proposal.** Responses to RFP questions shall not reference other sections of the proposal unless the reference is for an exhibit. Only exhibits that are allowed or requested will be reviewed. The Evaluation Committee and sub-committees will not consider any information that exceeds the specified page limits.

4.3 Proposal Scoring

Failure of the Offeror to comply with the instructions of this RFP or failure to submit a complete proposal shall be grounds for the Evaluation Committee to deem the proposal nonresponsive and disqualifying it. The Offeror will receive a letter of explanation for the disqualification.

4.3.1 Mandatory Requirements Evaluation

Each proposal shall be evaluated to determine whether the requirements as specified in this RFP have been met. The Mandatory Requirements will be evaluated against the following criteria:

- The Acknowledgment of Receipt Form was submitted to HSD prior to the deadline.
- Proposal was submitted prior to the closing date and time for proposals (refer to Section 2.1 Procurement Schedule of this RFP).
- The Mandatory Requirements, Technical Proposal, Exhibits, and Cost Proposal are in separate envelopes/packaging (refer to Section 3 of this RFP).
- The specified number of copies are in sealed envelopes/packaging (refer to Section 3 of this RFP).
- The proposal contains the necessary information in the proper order.
- The Offeror has provided all forms and met all requirements in Section 5 of this RFP.
- References have been submitted according to instructions. References must be received by the Procurement Manager by the date stated in Section 2.1 Procurement Schedule. References will be scored by the Evaluation Committee.

4.3.2 Technical Proposal Scoring

All responses in the Technical Proposal will be evaluated and scored to determine which Offerors have the best understanding of the goals of Centennial Care 2.0 and which are best prepared to provide the services outlined in the Sample Contract (Appendix O). Scoring will be done through a consensus approach by a group of subject matter experts assigned to review the responses.

4.3.3 Cost Proposal Scoring

Details about the Cost Proposal scoring as well as information about Cost Proposal data and materials, exclusions and post award adjustment process are outlined in section 7.0. We will attempt to make the Cost Proposal materials (Data Book and Template) available within four business days to Offerors who submit an Acknowledgement of Receipt Form (outlined in section 2.2.2).

Section	Points
Mandatory Requirements	
Sections 5.1 – 5.13	Pass/Fail
References	300
Technical Proposal	
Sections 6.1 – 6.12	1390
Subtotal	1690
Cost Proposal	400
Subtotal	2090
Oral Presentation (Finalists only)	400
Total	2490

4.3.4 Scoring Summary

When the evaluation and scoring of the References, Technical Proposals, Cost Proposals, and Oral Presentations (if requested, at HSD's discretion), are complete, HSD will tally the scores from the evaluations to determine the Offerors that will receive Contract offers from the State.

Contracts will be awarded to the Offeror(s) based on the proposals that are deemed to be the most advantageous to the state. Although not mandatory, it is anticipated that Contracts will be awarded to the highest-scoring Offerors. The number of Contracts awarded by the State for this work is not pre-determined and will be decided at the State's discretion.

Upon selection of the Offerors' proposals that will receive Contract offers, HSD shall initiate the contracting process. The selected Offerors shall be notified in writing that their proposal has been accepted, and that HSD intends to contract with the Offerors.

SECTION 5: MANDATORY REQUIREMENTS

Submission of the Acknowledgement of Receipt Form (Appendix A) to HSD prior to September 19 is mandatory. Other Mandatory Requirements to be submitted in the Mandatory Requirements Binder include:

5.1 Letter of Transmittal

The Mandatory Requirements Binder must include a signed Letter of Transmittal (see Appendix B of this RFP).

5.2 Compliance and Acceptance Statement

The Letter of Transmittal form (noted above in 5.1, Appendix B) includes a statement that explicitly indicates acceptance of the Conditions Governing the Procurement stated in Section 2 of this RFP and the Offeror's agreement to comply with all requirements as described in this RFP, including all appendices, attachments, written clarifications, and amendments provided during the procurement process. If the Offeror is unwilling to comply with any terms, conditions, or other requirements of this RFP, the Offeror shall clearly describe any deviations from the terms, conditions, or requirements, and shall include a complete explanation of alternative terms and the reasons such deviations are proposed.

5.3 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

The Offeror must complete the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters form to certify compliance with federal regulations relating to suspension and debarment (see Appendix C of this RFP).

5.4 Campaign Contribution Disclosure

The Offeror must complete the Campaign Contribution Disclosure Form (see Appendix D of this RFP).

5.5 New Mexico Employees Health Coverage

The Offeror must agree with the terms of the New Mexico Employees Health Coverage Form and submit a signed copy with their proposal (see Appendix E of this RFP).

5.6 Conflict of Interest Affidavit

The Offeror must include signed and notarized Conflict of Interest Affidavits for all key personnel who are former employees of the State of NM (see Appendix G of this RFP).

5.7 Statement of Mergers, Acquisitions, or Sales

The Offeror must provide a statement of whether there have been any mergers, acquisitions, or sales of the Offeror's company within the last ten (10) years, and if so, provide relevant details. The Offeror shall include the Offeror's parent organization, affiliates, and subsidiaries.

5.8 Insurance Policies

The Offeror must provide a copy of its liability insurance policy, workers' compensation policy, and unemployment insurance policy.

5.9 List of References

The Offeror must submit a list of the References. The Offeror must provide three (3) specific client References, with at least one for a state Medicaid program or other large similar government or large private industry project within the last five (5) years. Each Reference noted on the list must include the contact name and phone number, a brief description of the services provided, and the period of service. *Offerors may NOT request References from the New Mexico Medicaid agency, nor list the NM Medicaid agency as a Reference.*

References for the Offeror shall be submitted to the Procurement Manager directly by the reference source using the Reference Form in RFP Appendix F. The submission deadline for References is on the date stated in Section 2.1 Procurement Schedule (Nov. 2, 2017).

Offerors are responsible for:

- Making a duplicate (hard copy or electronic document) of the appropriate form, as it appears in RFP Appendix F, and adding the following customized information to the form:
 - Offeror's name;
 - Reference organization's name; and
 - Reference contact's name, title, telephone number, and email address.
- Sending the form to each Reference contact.
- Giving the contact a deadline that allows for HSD to receive the reference form prior to the deadline for receiving proposals (Nov. 2, 2017; see Section 2.1).

5.10 Proposal Summary

The proposal summary must be two (2) pages or less. It shall provide the Evaluation Committee with an overview of Offeror and of the technical and business features of the proposal. This material will not be used in the evaluation process but may be used in public notifications regarding the selection of successful Offerors.

5.11 D-SNP Agreement

Offeror must provide a copy of its D-SNP agreement with CMS, or a statement of intent to apply for a D-SNP agreement.

5.12 Systems Manual Agreement

Offeror must provide a statement attesting that it has reviewed and understands the MCO Systems Manual, and that it agrees to follow the standards and requirements set forth in that manual.

5.13 Independent Price Determination Form

Offeror must provide a copy of the Independent Price Determination Form (see Appendix N) as referenced in the Cost Proposal section of this RFP (Section 7).

SECTION 6: TECHNICAL PROPOSAL

The Offeror shall complete all requirements in this section, including the narratives and required exhibits. All responses in the Technical Proposal that are placed in the Technical Proposal Binder as instructed will be counted toward the per-section maximum page limits. Documents placed in the Exhibits Binder as instructed will not be counted towards the Technical Proposal section page limits. Offerors must not embed attachments or external links into Technical Proposal responses unless specifically requested to do so.

Section page limits will be strictly enforced. Proposal evaluators will terminate the review when the maximum section page limit has been reached, which can negatively affect the score assigned to the response. Offerors are encouraged to be clear and concise in their narrative responses in order to complete Section 6 responses within or below the specified page limits.

Point values for evaluation and scoring are noted for each subsection.

If the Offeror intends to use a Subcontractor for services discussed in any section, the Offeror must provide the name of the Subcontractor in the response as well as on the required Subcontractor form (Appendix K, placed in the Exhibits Binder) which includes details on all subcontractors and the work they provide.

Section #	Number of Responses / Questions	Section Page Limit	Available Points
6.1 Experience & Qualifications	13	20	130
6.2 Provider Network & Agreements	7	20	70
6.3 Benefits & Services	8	25	160
6.4 Care Coordination	14	45	280
6.5 Long-Term Services and Supports	8	25	160
6.6 Info Systems & Claims Management	11	35	220
6.7 Native Americans	5	15	50
6.8 Member & Provider Services	8	25	80
6.9 Quality Improvement & Mgmt.	6	20	60
6.10 Reporting & Program Integrity	5	15	50
6.11 Financial Management	5	15	50
6.12 Value-Based Purchasing	4	20	80
Totals	94	275 280	1,390

(total page limit # revised in A1)

6.1 Experience and Qualifications - Responses 1 - 13

13 responses. Place responses and documents offered in response to questions 1 through 10 and 13 in the Exhibits Binder. Place responses to questions 11 and 12 in the Technical Proposal Binder. Resumes for the response to question 11 also go in the Exhibits Binder, while the narrative response to question 11 goes in the Technical Proposal Binder.

- Section page limit of 20 pages for the portions of 6.1 responses in the Technical Binder.
- 130 possible points for Section 6.1.
- 1. Describe your organization's form of business (e.g., individual, sole proprietor, corporation, nonprofit corporation, partnership, limited liability company) and detail the names, addresses, and telephone numbers of its officers and directors and any partners, if applicable, as well as the person the State should contact regarding the proposal. Provide your organization's federal and State taxpayer identification numbers. *These documents are to be placed in the Exhibits Binder and will not be counted in the page count for Section* 6.1.
- 2. Provide copies of all your organization's articles of incorporation, bylaws, partnership agreements, or similar business entity documents, including any legal entity having an ownership interest of five percent (5%) or more. *These documents are to be placed in the Exhibits Binder and will not be counted in the page count for Section 6.1.*

3. Describe your organization's relationship and provide any relevant documentation regarding your organization's relationship to parent, affiliated, and/or related business entities, including but not limited to subsidiaries, joint ventures, or sister companies. Include a copy of the management agreement with any parent organization, if you are owned by a corporation or are an affiliate or subsidiary. *These documents are to be placed in the Exhibits Binder and will not be counted in the page count for Section 6.1.*

(Revised in A1:)

- 4. Provide (i) a copy of your organization's NM license or proof of application for a NM license (as issued by the NM Office of Superintendent of Insurance (OSI)) that allows the assumption of risk for prepaid capitated contracts under New Mexico State law and (ii) a copy of any report filed with the OSI during the last twelve (12) months. *These documents are to be placed in the Exhibits Binder and will not be counted in the page count for Section 6.1.*
- Provide a statement of whether there is any pending or recent (within the past five (5) 5. years) litigation against your organization, Directed Corrective Action Plans, or sanctions levied. This shall include but not be limited to litigation involving the failure to provide timely, adequate, or quality physical, behavioral, or long-term services and/or sanctions levied due to deficiencies in performance of contractual requirements related to an agreement with a State. Your organization does not need to report workers' compensation cases. If there is a pending or recent litigation against your organization, you shall describe the damages being sought or awarded or the extent to which adverse judgment is/would be covered by insurance or reserves set aside for this purpose. Include an opinion of counsel as to the degree of risk presented by any pending litigation and whether the pending or recent litigation will impair your organization's performance in a contract under this RFP. Also include any Securities Exchange Commission (SEC) filings discussing any pending or recent litigation. Include parent organization, affiliates, and subsidiaries. Additionally, for the last five (5) years, list any monetary sanctions Offeror has incurred pursuant to contract enforcement from any state, federal, or private entity, including the date, amount of sanction, and a brief description of such enforcement and resolution. Include in your response, a brief description of any corrective action plan your organization has been under during the same time period. These documents are to be placed in the Exhibits Binder and will not be counted in the page count for Section 6.1.

Note: Because HSD believes it is important to have an understanding of the full extent of an Offeror's standing, it requires all information pertaining to all litigation, or pertaining to sanctions/fines for functions that will be performed under the Centennial Care 2.0 Contract as well as those performed in another state with another Medicaid agency. Regarding disclosures for affiliates and subsidiaries of your organization, the request

pertains to litigation and monetary sanctions of subsidiaries and affiliates to be used in performance of the Contract.

- 6. Using the Experience Template provided in Appendix I of this RFP, identify all your organization's other publicly- funded managed care contracts for Medicaid/SCHIP and/or other low-income individuals within the last five (5) years. For each prior experience identified, provide: a brief description of the scope of work; the duration of the contract; the contact name, email address, and phone number; the population types and number of Members; the annual contract payment amount(s); whether payment was capitated or other; and the roles and names of major subcontractors, if any. *These documents are to be placed in the Exhibits Binder and will not be counted in the page count for Section 6.1.*
- 7. Include a statement of whether, in the last ten (10) years, your organization, a predecessor company, your parent organization, affiliates, and/or subsidiaries has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, provide an explanation detailing relevant facts, including the date on which your company emerged from bankruptcy or expects to emerge. If still in bankruptcy, provide a summary of and anticipated timeframe for approval of a plan of reorganization. *These documents are to be placed in the Exhibits Binder and will not be counted in the page count for Section 6.1*.
- 8. Provide copies of the your organization's most recent audited financial statements for each line of business operated, showing a separation between commercial and public accounts and among various contracts and various public fund sources for which your organization is responsible. *These documents are to be placed in the Exhibits Binder and will not be counted in the page count for Section 6.1.*
- 9. Describe any findings in any of your organization's prior three (3) years of audits (including subsidiaries or other organizational entities sharing the same financial management and accounting staff) in which the finding is associated with the management or expenditure of public or governmental funding sources. Explain any corrective action taken in the past, or currently being taken, to address these findings. *These documents are to be placed in the Exhibits Binder and will not be counted in the page count for Section* 6.1.
- 10. Provide an organizational chart or diagram of the organizational structure your organization will employ to fulfill the requirements of this RFP. The organizational chart or diagram should present information clearly and concisely and include, at a minimum, health plan functions including but not limited to key staff and roles in areas including (contract management, IT / data systems (includes claims processing, encounter data submission and reporting), finance, quality / disease management, care coordination, actuarial support, etc.), lines of reporting, and the physical location of staff and functional/program areas. The organizational chart should show the corporate structure

and lines of responsibility and authority in the administration of your organization's business as a health plan. Include a description to supplement the chart. *These documents are to be placed in the Exhibits Binder and will not be counted in the page count for Section 6.1.*

- 11. Provide the names, titles, job descriptions and resumes of the proposed personnel that will fulfill the following roles for your organization in New Mexico. *Resumes are to be placed in the Exhibits Binder and will not be counted in the page count for Section 6.1. The balance (narrative portions) of this response shall be placed in the Technical Response Binder and counted towards the section 6.1 page limit.*
 - a. CEO of Centennial Care 2.0
 - b. CFO of Centennial Care 2.0 COO of Centennial Care 2.0 (Deleted in A2)
 - c. CIO of Centennial Care 2.0
 - d. Implementation Manager
 - e. Medical Directors
 - f. Long-Term Services and Support Manager
 - g. Contract Manager
- 12. Provide a Centennial Care 2.0-specific work plan that captures (i) key activities and timeframes, and (ii) projected resource requirements from your organization for implementing requirements specified in Sample Contract (Appendix O of this RFP). The work plan should cover activities from Contract award to Go-Live. *This response shall be placed in the Technical Response Binder and counted towards the section 6.1 page limit.*

(Revised in A1:)

13. HSD will assess for approval all proposed delegated/subcontracted functions. Provide a list of those functions (e.g., Utilization Management, non-risk-bearing Behavioral Health) your organization proposes to delegate (subcontract). Provide the information requested in Appendix K for all proposed Subcontractors performing services to Members and Providers and the processing of Medicaid business, including administration and systems functions. *Use Appendix K for Proposed Subcontractors Template. These documents are to be placed in the Exhibits Binder and will not be counted in the page count for Section 6.1.*

6.2 Provider Network / Provider Agreements - Responses 14 - 20

7 responses. All narrative responses for 6.2 are to be placed in the Technical Proposal Binder.

- Section page limit of 20 pages for section 6.2 responses.
- 70 possible points for Section 6.2.
- 14. Describe how your organization will ensure a sufficient network that allows for timely access to a continuum of behavioral health, physical health, and Long-Term Services and Support providers to deliver the full array of Covered Services as outlined in of the Sample

Contract (Appendix O in this RFP). The response shall also include how your organization will build a sufficient provider network that specifically addresses the needs of the following populations:

- a. Individuals with mental health and/or substance abuse issues;
- b. Children and adolescents;
- c. Persons with a comorbid physical, mental health and substance use conditions;
- d. Native Americans;
- e. Linguistic and cultural minorities; and
- f. Persons who need Long Term Services & Supports (LTSS) including Home and Community Based Services (HCBS).
- 15. Describe your organization's strategies for dealing with the challenges of building a provider network for rural and frontier parts of New Mexico, including contracting with Indian Health Services, Tribally Operated Facility or Programs, and Urban Indian Clinics (I/T/Us) and critical access providers such as Federally Qualified Health Centers (FQHCs), Nursing Facilities (NFs) and Non-Emergency Medical Transportation (NEMT) providers, including retention and recruitment efforts for primary care and specialists in these areas.
- 16. Describe your organization's strategies for monitoring and addressing contract provider issues including monitoring:
 - a. Compliance with access standards and improving access as needed;
 - b. Provider network adequacy including developing services and providers where they are needed;
 - c. Provider compliance with cost-sharing requirements; and
 - d. Provider compliance with HSD Rules and the New Mexico Administrative Code (NMAC).
- 17. Describe your organization's experience with enhancing the behavioral healthcare workforce within a state, and efforts or plans to do so in New Mexico.
- Describe any current delegation or plan to delegate the provision of Behavioral Health Services to another entity in compliance with Section 7.14 of the Sample Contract (Appendix O in this RFP).
- 19. In order to maximize VBP initiatives and advance initiatives in Centennial Care 2.0, all successful bidders, including incumbents, are required to enter into new contracts with provider organizations to establish its Centennial Care 2.0 provider network. Please describe your organization's strategy and timeframe for accomplishing this requirement.
- 20. Describe your organization's proposed innovations in the provider network area (development, adequacy and access, etc.). Provide examples of successful innovations implemented in New Mexico and/or other states.

6.3 Benefits and Services – Responses 21 – 28

8 responses. All narrative responses for 6.3 are to be placed in the Technical Proposal Binder.

- Section page limit of 25 pages for section 6.3 responses.
- 160 possible points for Section 6.3.
- 21. Describe your organization's process for monitoring prescribing practices of providers, as it relates to prescription drugs. At a minimum, include how your organization will:
 - a. Identify providers who prescribe contra-indicated drugs, and how you will address this practice;
 - b. Ensure that prescribers participate in the New Mexico Prescription Monitoring Program;
 - c. Ensure that medications provided to children/adolescents are appropriate to the diagnosis, symptoms, and age of the child/adolescent;
 - d. Manage over and underutilization of pharmaceuticals; and
 - e. Monitor drug utilization for Members.
- 22. Describe the role of your organization's pharmacy benefits manager (PBM) in the utilization management for specialty medications (rheumatologic, immunologic, oncologic, etc.) and opioids.
- 23. Describe how your organization will provide and monitor transportation services provided to Members in Rural, Frontier, and Tribal areas of the State. At a minimum, the response should include how your organization will:
 - a. Ensure appropriate mode of transportation for a Member;
 - b. Ensure that your Non-emergency Medical Transportation (NEMT) quality assurance program adequately monitors and identifies issues and addresses identified issues in a timely manner;
 - c. Address pick-up and delivery deficiencies identified by Members;
 - d. Address Member grievances/complaints regarding transportation issues; and
 - e. Ensure that transportation providers provide Internet and smart phone based systems for requesting and accessing transportation needs.

Scenario A - for Question 24

A 72-year-old female Member has been diagnosed with Chronic Obstructive Pulmonary Disease (COPD) and a stroke with a right side hemiparesis. The Member was discharged from a local hospital and admitted to an inpatient facility for rehabilitation following a cerebral vascular accident (CVA). The Member has completed her therapy and is ready to be discharged. Before her CVA the Member was very self-reliant. She was able to drive and live alone in a two-story, three-bedroom home. Upon discharge the Member will remain on continuous oxygen due to her COPD and will also use a walker to stabilize her mobility. She is unable to drive due to her right sided hemiparesis.

- 24. *Using Scenario A:* Describe how your organization will initiate and manage care, including services, supports and treatment options to achieve the best outcomes for the Member.
- 25. The New Mexico Behavioral Health Collaborative has a vision of a statewide crisis response system that meets unique community and Member needs. Describe how your organization's crisis intervention services will be provided to Members in Urban, Rural, Frontier and Tribal areas of the State.
- 26. Describe proposed strategies or previous experience your organization will employ to advance the use of Patient-Centered Medical Homes and monitor outcomes achieved by Members' participation.
- 27. Describe your organization's strategies and/or experience in implementing a home visiting program, such as for pregnant women and other high risk populations. Include evidence of improved outcomes.
- 28. Describe your organization's strategies for developing and/or implementing technology for Member services, including but not limited to:
 - a. Utilization of smart phones, social media, and other emerging technologies and internet and smart phone based care pathways;
 - b. Notifying Members of their Premiums and Copays status in real-time (or near real-time); and
 - c. Engaging Members in improved health outcomes.

6.4 Care Coordination, Transition, Assessments, and Care Plans – Responses 29 - 42

14 responses. All narrative responses for 6.4 are to be placed in the Technical Proposal Binder.

- Section page limit of 45 pages for section 6.4 responses.
- 280 possible points for Section 6.4.
- 29. Describe the staffing and organizational structure of your organization's care coordination unit. At a minimum, include in the narrative response:
 - a. The title, function, and responsibilities of managers within the care coordination unit;
 - b. How you will ensure a diverse and culturally sensitive staff;
 - c. How you will ensure training on care coordination for complex Members, such as Individuals with Developmental Disabilities (IDD), Brain Injury (BI), Serious Mental Illness (SMI), Severe Emotional Disturbance (SED), Dementia and Dually-Eligible Members;
 - d. How you will employ and utilize care coordinators, with both behavioral health and physical health expertise, who can assess Members with varied needs including housing, employment, food and access to available community resources;

- e. How you will use existing resources at the local level; and
- f. How you will implement internet and smart phone based care coordination and disease-specific care pathways.
- 30. Identify and describe any measurable results in terms of clinical outcomes and program savings that have resulted from your organization's care coordination initiatives.
- 31. Describe your organization's strategies for reaching Members to engage in care coordination activities. Address specifically Members who are or have:
 - a. Homeless and/or transient;
 - b. Significant behavioral health issues (mental health and/or substance abuse);
 - c. Significant cognitive deficiencies and/or Individuals with Developmental Disabilities (IDD);
 - d. Living in Rural, Frontier, and Tribal areas;
 - e. In out-of-home placements (foster care, etc.);
 - f. Not English speakers;
 - g. Difficult to contact;
 - h. Justice involved;
 - i. Native American;
 - j. Members residing in Nursing Facilities;
 - k. Members who have high Emergency Department utilization; and
 - 1. Members who are resistant to participation in care coordination.
- 32. Explain your organization's approach to achieving compliance with the Member-to-carecoordinator ratios proposed in the Sample Contract. Include a description of strategies your organization will employ to:
 - a. Monitor and balance caseloads;
 - b. Reassign care coordinators to adjust for caseloads;
 - c. Notify Members of care coordinator assignment and changes in care coordinators;
 - d. Address conflicts between Members and care coordinators;
 - e. Accommodate for travel requirements in Rural, Frontier, and Tribal areas;
 - f. Address high turnover of care coordinators; and
 - g. Implement internet and smart phone based technologies to allow and encourage Members to communicate directly with their care coordinators.
- 33. Explain your organization's approach to delegating care coordination in both of the models defined in the Sample Contract while adhering to the oversight and monitoring requirements of care coordination. Include your strategies and innovative ideas for addressing NCQA requirements related to care coordination delegation.
- 34. New Mexico currently has two Health Homes authorized through section 2703 of the Affordable Care Act and is permitting the delegation of care coordination through VBP agreements. Explain how your organization will maintain oversight of the provision of care coordination when delegated to Health Home providers and to other providers/health

systems participating in a delegated care coordination model. Responses should address the following:

- a. Oversight and monitoring activities, including audits
- b. Evaluation of Quality Assurance;
- c. Selection process of delegated providers;
- d. Member satisfaction, including how delegation of care coordination is seamless to Members; and
- e. Assurance that care coordination and services are not duplicated.

(Revised numbering/lettering in A2)

35. Describe how your organization will assess and evaluate effectiveness of its care coordination processes.

The following five Scenarios (B - F) describe potential Members. For each scenario, describe the care coordination process your organization would implement for each Member in each Scenario. Your responses should address each of the care coordination elements listed below:

- a. Based on the Comprehensive Needs Assessment, identify the level of care coordination and if the Member meets a NF LOC;
- b. If applicable, list services included in the Comprehensive Care Plan;
- c. If applicable, monitoring of the comprehensive care plan and involvement of other team Members;
- d. If applicable, referrals to other community services;
- e. Frequency of care coordinator engagement with Member;
- f. Relationship with Utilization Management and other internal and external parties;
- g. Resolution of conflict and crisis situations;
- h. Monitoring improvement of Member outcomes; and
- i. Identification of opportunities to implement internet and smart phone based applications to streamline each of the applicable activities above.
- 36. *Scenario B.* A 25-year-old female Member who is an undocumented immigrant from Mexico lives in Anthony, NM near the U.S./Mexico border. This Member originally received coverage through Category of Eligibility (COE) 085 (Emergency Medical Services for Aliens) and was later enrolled in COE 049 (Medical Assistance for Refugees). She recently gave birth. During the Member's pregnancy, the Member was a high utilizer of the ED due to pregnancy complications. After giving birth, the Member's infant son was diagnosed with jaundice. The nearest primary care provider is 30 miles from the Member's home, and the Member does not own a vehicle.
- 37. *Scenario C.* A 53-year-old Caucasian, male Member is a homeless veteran living in Albuquerque, NM. He has post traumatic stress disorder (PTSD), and substance abuse issues (alcohol and prescription opioid medications). The Member is often unreachable and lacks reliable contact information. However, the Member frequently utilizes different EDs

in the metropolitan region to obtain pain medication or when he overdoses. The only providers that have regular contact and knowledge of his whereabouts are Emergency Medical Technicians (EMT) who have restricted Personal Health Information (PHI) access.

- 38. Scenario D. An 85-year-old female Member is home bound and needs assistance with bathing, meal preparation and has fallen several times down the stairs in her front porch. She has no natural supports. The Member is often verbally abusive to her care coordinator. She frequently contacts the State to express dissatisfaction with her care coordinator and lack of services.
- 39. *Scenario E.* An 88-year-old Native American female Member lives in a pueblo community, approximately 40 miles from the nearest Indian Health Service (IHS) clinic. She lives in a four bedroom Housing and Urban Development (HUD) rental home with her two adult sons who both have alcohol use disorder and are unemployed. A Community Health Representative (CHR) from her pueblo provides transportation several times a month for regular Primary Care Physician (PCP) appointments. The CHR also confirms that this Member's heat, electricity, and water utilities are shut off periodically. Furthermore, the CHR checks in on the Member every week to make sure the Member is safe as her sons are often intoxicated. In the event of a major health event, such as a fall, this Member would need emergency transportation to the nearest urban hospital. In extreme weather, her home may be difficult to access due to dirt roads.
- 40. *Scenario F.* A 14-year-old male Member with a diagnosis covered within the severe emotional disturbance criteria has been recently diagnosed with asthma and Type 2 diabetes. He is also morbidly obese. The family and behavioral health provider are requesting an out of home placement to treat his oppositional defiant disorder. However, he needs nebulizer treatments, insulin injections and weekly medical monitoring to assess stabilization of his medical conditions. The Member and his family reside in Harding County and cannot easily travel to the proposed residential treatment center. He is not in CYFD custody and the family would need to be closely involved in his treatment at the out of home placement.
- 41. Describe your organization's care coordination plan for each scenario below that involves a Member who is experiencing a transition of care:
 - a. Out-of-state to in-state placement;
 - b. Hospital inpatient discharge;
 - c. Nursing Facility to Community;
 - d. 1915c waiver program to 1115 waiver program; and
 - e. Justice-Involved Member released into the community.
- 42. Describe your organization's proposed innovations in care coordination. Provide examples of successful innovations implemented in New Mexico and/or other states. Identify opportunities to increase the use of personal technology to improve member access to services and improve cost effectiveness of services.

6.5 Long-Term Services and Supports – Responses 43 - 50

8 responses. All narrative responses for 6.5 are to be placed in the Technical Proposal Binder.

- Section page limit of 25 pages for section 6.5 responses.
- 160 possible points for Section 6.5.

Scenario G. - for Question 43

A 64-year-old male Member was admitted to the hospital for a major stroke in early May. It has been determined that because of the stroke, this Member will need to be admitted to a NF for rehabilitation due to mobility limitations on the left side of his body. It is unknown if any mobility will ever return and if the Member will be able to live in the community independently. The Member has no family members living in New Mexico. He lost his wife six months ago to cancer and is suffering from severe depression. The NF assisted the Member with the submission of the Medicaid application to the Income Support Division (ISD) in May, and he was approved for Medicaid in July, retroactive to May. His current category of eligibility (COE) is 100 which is Other Adult Group (Expansion) category. Individuals can have this COE only until they turn 65 years old and become eligible for Medicare. This Member will turn 65 in October and will lose his Medicaid. He has made significant progress with his rehabilitation and is expressing desire to return to the community and receive Long-Term Services and Support services at home. Although progress has been made, he has permanent mobility limitations, including the need to use a walker. After his wife passed away, he sold his home and moved into a one-bedroom apartment that is no longer available.

- 43. *Using Scenario G:* Describe in detail how your organization will initiate and manage care, including services, supports and treatment options to achieve the best outcomes for the Member.
- 44. Describe your organization's strategy for implementing and monitoring a self-direction Long-Term Services and Support program. At a minimum, the Offeror's response should describe proposed strategies for effectively:
 - a. Overseeing and coordinating with the Fiscal Management Agency (FMA) (an MCO subcontractor);
 - b. Contracting with or employing support brokers and ensuring that support brokers conduct required activities to support self-directed Members; and
 - c. Monitoring Support Broker activities and Member outcomes.
- 45. Describe how information received from the EVV system will be used by your organization to monitor for fraud and abuse and ensure appropriate service delivery.
- 46. Describe how your organization will monitor Pre-Admission Screening and Resident Reviews (PASRR) and provide specialty services.

- 47. Your organization recently received an authorization request for an increase in Personal Care Service (PCS) hours for a Member. You have already approved 20 hours a week of PCS for this Member, but the Member's representative, who is also the Member's spouse and unpaid caregiver, believes 45 hours are necessary due to the Member's declining condition. The Member's representative is very upset at the current allocation of hours and has contacted several different State and federal agencies, including legislators.
 - a. How would your organization address this situation with the Member, the representative and involved agencies?
 - b. Include an explanation of your organization's processes associated with both approval and denial of this request for increased PCS hours.
- 48. Describe your organization's experience working with dually eligible Members (Medicaid and Medicare) and include any experience with Dual Eligible Special Needs Plans (D-SNPs). If your organization does not have any experience, describe your plan to develop D-SNPs.
- 49. Describe how your organization will require the EVV vendor to update technology as it emerges to improve EVV functionality.
- 50. Describe your organization's proposed innovations in Long-Term Services and Support services and programs. Provide examples of successful innovations implemented in New Mexico and/or other states.

6.6 Information Systems and Claims Management – Responses 51 - 61

11 responses. Documents requested in questions 51 and 52 are to be placed in the Exhibits Binder. The narrative response for questions 51 and 52 and other responses for 6.6 are to be placed in the Technical Proposal Binder, subject to the section page limit.

- Section page limit of 35 pages for section 6.6 responses.
- 220 possible points for Section 6.6.
- 51. Submit detailed flowcharts, narrative descriptions, and operation manuals of your organization's existing or planned systems to meet the requirements in the Sample Contract (Appendix O of this RFP) and in the Centennial Care Systems Manual, addressing at a minimum the functional areas listed below. Your narrative response shall describe the extent to which these systems are: (i) currently implemented as opposed to planned; and (ii) integrated (or planned to be integrated) with other systems, internal and external. Describe your organization's experience in implementing and operating in New Mexico, other states, and/or other organizations. (*Flowcharts and Operations Manuals are to be placed in the Exhibits Binder and will not be counted in the Section 6.6 page count. Narrative responses for this question are to be included in the Technical Proposal Binder and are subject to page count restrictions.)*
 - a. Eligibility, enrollment, and disenrollment management and data exchange;

- b. Provider network management, certification, enrollment, notification and confirmation file exchange;
- c. Member and provider information access;
- d. Report generation and transmission;
- e. Care coordination system;
- f. Level and setting of care assessments, determination, tracking, and communicating;
- g. Claims processing, edits, corrections, and adjustments due to retroactive eligibility changes or other reasons;
- h. Claims adjudication, payment, and coordination of benefits for claims with third party liability and Medicare;
- i. Systems modules to track and administer different Medicaid benefit packages, copays, and premiums;
- j. Encounter submissions, correction, voiding, and resubmission;
- k. Financial management and accounting activities; and
- 1. Provider technical assistance for I/T/Us, Rural Health Clinics, FQHCs, NFs as well as other specialty providers.
- 52. Provide a description, timeline, project plan, and list of potential risks and strategies for mitigating them, regarding how your organization will implement all new information systems and all changes to any existing systems in support of the resulting Contract and changes necessitated by HSD's MMIS Replacement. Include a draft Gantt chart schedule and work plan detail for the transition phase. (*Gantt chart and work plan detail are to be placed in the Exhibits Binder and will not be counted in the Section 6 page count. Narrative responses for this question are to be included in the Technical Proposal Binder and are subject to page count restrictions.)*

At a minimum, your response shall include:

- a. Capability and capacity assessment to determine if the following are required to meet Contract requirements: new or upgraded systems, enhanced systems functionality, and/or additional systems capacity;
- b. Implementation and configuration of systems (e.g., business rules, valid values for critical data, data exchanges/interfaces) to accommodate Contract requirements;
- c. System setup for intake, processing, and acceptance of one-time data feeds from the State and other sources (e.g., initial set of Members, claims/service utilization history for the initial set of Members, active/open service authorizations for the initial set of Members); and
- d. Internal and joint (managed care plan and State) testing of one-time and ongoing exchanges of eligibility/enrollment, provider network, claims, LOC assessments, LTC Settings of Care, care coordination, and other data.
- 53. Describe your organization's process for system change management, whether internally initiated, requested by HSD, or federally or otherwise mandated. Describe process for all aspects of change implementation, from initial planning to testing and

production control operations. Describe how nimbly your organization's systems can respond to program or technology change requests.

- 54. Describe in detail how your organization will ensure that its systems will meet the requirements in Section 4.20 of the Sample Contract (Appendix O of this RFP). At a minimum, your description should encompass:
 - a. Information and telecommunications systems architecture;
 - b. Business continuity/disaster recovery strategies;
 - c. Availability and/or recovery time objectives by major system;
 - d. Monitoring of tools and resources;
 - e. Continuous testing of all applicable system functions; and
 - f. Both periodic and ad-hoc testing of Offeror's business continuity/disaster recovery plan.
- 55. Describe the electronic and physical architecture and elements that will ensure that the requirements in Section 4.20 of the Sample Contract (Appendix O of this RFP), for system and information security and access, including HIPAA standards for security and privacy and protection of PHI in electronic communications, are met. Describe the extent to which these elements are currently implemented as opposed to planned. Describe your organization's experience in implementing and operating these systems in other accounts.
- 56. Describe how your organization will meet current and emerging federal standards for electronic coding and transmission of health care data, including but not limited to:
 - a. HIPAA transaction and operating rules, required and anticipated;
 - b. ICD-10 implementation proposed 42 CFR Part 2 confidentiality regulations;
 - c. SSNRI requirements for Medicare clients;
 - d. Direct receipt of COBA claims for Medicaid/Medicare dual clients
- 57. Describe your organization's current and planned use and support of new and existing technology in health information exchange (HIE), electronic health records (EHR) and personal health records (PHR), including strategies that will be used to promote EHR and HIE, including the State's HIE (NM Health Information Collaborative).
- 58. Describe how your organization will ensure that all Subcontractors and providers submit claims and encounters, such that you can meet the claims payment and encounter submission timeliness and accuracy standards in Sections 4.19 of the Sample Contract (Appendix O of this RFP).
 - a. Provide documentation of your organization's current edits and audits performed during claims adjudication and payment that ensure appropriate payment and encounter submission, including appropriate payment and claim capture of copays, third party payments, and Medicare payments;
 - b. Describe your organization's ability to track paid claims and encounter submissions and what alerts are in your system to identify claims not submitted or needing

adjustment and to ensure its system can link encounters submitted multiple times if you don't maintain the same claim number.

- c. Describe how your organization will assign pricing to encounters that reflect services that are not paid as fee-for-service claims, including but not limited to services covered under subcapitated, value-based services or other non-fee-forservice arrangements; services performed by your staff (e.g., care coordination); and any other services for which there is no paid amount on the claim.
- 59. Describe how your organization will establish special provider reimbursement systems and claims submission capability, including but not limited to:
 - a. Ability to make special payments to unique providers, such as FQHCs and I/T/Us, including contracted and noncontracted where applicable;
 - b. Experience in processing claims for Medicare clients and providing Medicare encounter data in HIPAA- compliant formats to federal and state authorities.
- 60. Describe your organization's process to ensure adequate resources and timely response to data requests from the State's contractors and auditors. Specifically address how your process ensures appropriate and timely response to the pre-audits, audits and disputes arising from the Drug Rebate program. A two-week response is required for pre-audit and audits and a three week response is required for disputes. For disputes in which the claim is incorrect, describe the process for correction and communication to the State's claims payment entity.
- 61. Describe your organization's proposed innovations in the Information Systems and Claims Management areas. Provide examples of successful innovations implemented in New Mexico and/or other states.

6.7 Native Americans – Responses 62 - 66

5 responses. All narrative responses for 6.7 are to be placed in the Technical Proposal Binder.

- Section page limit of 15 pages for section 6.7 responses.
- 50 possible points for Section 6.7.
- 62. Describe any current or planned efforts or strategies and any barriers and proposed solutions to secure contracts with Tribal organizations for:
 - a. Non-emergency medical transportation services;
 - b. Care coordination and/or case management services;
 - c. Behavioral health services, including the treatment of substance abuse; and
 - d. Any other Medicaid-covered services provided outside of a clinic or hospital.
- 63. Describe the strategies and resources that your organization will use to operationalize the delivery of culturally sensitive care to Native Americans, both on and off the reservation,

and the process that you will use to ensure that culturally appropriate materials are available to Native Americans.

- 64. Describe your organization's methods to communicate effectively with Native American Members in Rural, Frontier, and Tribal areas (both on and off the reservation), including but not limited to how you will ensure the following:
 - a. Translation and interpretation services are available;
 - b. Local media (newspapers, radio and television) are used; and
 - c. Outreach is provided through Tribal-organizations and chapter houses.
- 65. Describe the processes that your organization will follow in order to:
 - a. Ensure that I/T/Us are reimbursed in a timely manner at one hundred percent (100%) of the rate currently established for the IHS facilities or Tribal 638 facilities by the Office of Management and Budget (OMB) in accordance with the provisions of Section 4.10.2.2 of the Sample Contract (Appendix O of this RFP);
 - b. Allow Native American Members to seek care from any I/T/U, whether or not the provider is a Contract Provider; and
 - c. Ensure exemption of all services provided by I/T/Us from prior authorization.
- 66. Describe your organization's proposed innovations for serving Native American Members. Provide examples of successful innovations implemented in New Mexico and/or other states.

6.8 Member and Provider Services – Responses 67 - 74

8 responses. All narrative responses for 6.8 are to be placed in the Technical Proposal Binder.

- Section page limit of 25 pages for section 6.8 responses.
- 80 possible points for Section 6.8.
- 67. Describe your organization's approach to Member health education and health literacy. The response shall include:
 - a. Accomplishments and/or plans for conducting activities that promote/increase health literacy to Members who speak Spanish and Native languages; for persons who are deaf, blind, hard of hearing or visually impaired; for those who cannot read; and for Members living in Rural, Frontier, and Tribal areas;
 - b. How you will determine which health education activities are relevant given the target population;
 - c. How you will measure the effectiveness of strategies and use information to make changes to its approach; and
 - d. The means of communication that will be employed to connect with Members, including the use of internet and smart phone based applications and other technologies to educate Members regarding care pathways for their individual medical issues.

- 68. Describe in detail your organization's process(es) for the items listed below, including interfaces with your care coordination staff.
 - a. Training of Member services and provider services help-line staff (initial, ongoing, and in the event of program or operational changes);
 - b. Process for routing calls to appropriate persons, including care coordinator and/or care coordinator contact and the process for escalation, and how help-line staff determine whether a call must be escalated;
 - c. The type of information available to Member services and provider services helpline staff and how it is provided and updated;
 - d. Monitoring process for ensuring the quality and accuracy of information provided to Members and providers;
 - e. Staffing levels and procedures for routing and triaging Member and provider calls to include, at a minimum: Members with limited English proficiency, crisis calls, and after hour calls; and
 - f. Technology innovations that allow members to contact the Contractor using internet and smart phone chat, e-mail, applications, and other non-telephonic means of communication.
- 69. Describe your organization's approach to provider training, education, and technical assistance, including but not limited to:
 - a. Implementing strategies to minimize the administrative burden to providers for billing and claims submission; and
 - b. Innovative approaches for training or educating providers in New Mexico and/or other states.
 - c. Strategies and methods to expand Specialty care in rural areas of the state.

(Revised in A1:)

- 70. Describe how your organization will:
 - a. Educate Members about the benefits of participating in a Member incentive program and the methods the Offeror will use for this outreach and evaluation for effectiveness of methods;
 - b. Measure outcomes for those who participate;
 - c. Incentivize Members to participate in health and wellness programs; and
 - d. <u>Your proposed</u> Implement technology innovations that allow members to participate in such programs using Internet and smart phone applications.
- 71. Describe how your organization will use Member education (health literacy), incentive programs, and potential co-pays to drive more appropriate and cost-effective use of health care services.
- 72. Describe how your organization will offer and manage separate benefit riders (buy-ins) for Members such as a dental or vision rider. Additionally, if the State requires all of the

successful Offerors to procure a single provider for dental and/or vision services, describe how your organization would develop these riders.

Scenario H. - for Question 73

01/14/17: A Member is filing a complaint regarding non-emergency transportation. The Member is a 67-year-old female, diabetic, Spanish speaking only and uses an electronic wheelchair for transportation. The Member contacted your transportation vendor two weeks in advance to schedule a pick-up time and return trip. On the day of the appointment the transportation vendor was late in picking up the Member causing her appointment to be cancelled and a \$25.00 "No Show" charge was levied against the Member. The Member is very upset and states that this happens all the time with this transportation vendor. Additionally, on the return trip the driver did not secure her wheelchair properly and the Member was thrown out of the chair resulting in an Emergency Room visit and several hundred dollars of damage to the chair. The Member is seeking assistance with the wheelchair repairs and the \$25.00 fine placed by the doctor.

02/14/17: The Member called again, she has not heard anything from the Offeror regarding her request of 01/14/17.

03/14/17: The Member would like to file a grievance under your policy.

- 73. Using Scenario H as an example of a Member grievances: Describe how your organization will address the identified issues including but not limited to tracking and analyzing Member grievances and appeals and timeframes for resolution. The description should include how you will use the data resulting from the grievance system to improve your operational performance.
- 74. Describe your organization's proposed innovations in Member and provider services. Provide examples of successful innovations implemented in New Mexico and/or other states. Address your use or expanded use of personal technologies.

6.9 Quality Improvement (QI) and Quality Management (QM) – Responses 75 - 80

6 responses. All narrative responses for 6.9 are to be placed in the Technical Proposal Binder.

- Section page limit of 20 pages for section 6.9 responses.
- 60 possible points for Section 6.9.
- 75. Describe your organization's single case agreements and prior authorization (PA) process. Include, at a minimum:
 - a. How PAs will be applied for Members requiring out-of-network services, or services for conditions that threaten the Member's life or health;
 - b. How you will ensure that services are not arbitrarily or inappropriately denied or reduced in amount, duration, or scope;
 - c. Your process for Member access to emergency and nonemergency transportation;

- d. Your process for accessing out of state services or placements that require authorization; and
- e. How you will ensure and monitor for consistent application of review criteria.
- 76. Provide examples of how your organization will use your QM/QI system to improve Member outcomes and to identify, track, and improve the quality of the system's performance and the quality of services by providers.
- 77. Describe how your organization would develop initiatives to deter Members from seeking non-emergent care outside the Primary Care setting and to encourage Members to establish PCP relationships.

(Revised in A1:)

Scenario I - for Questions 78 and 79

A 17-year-old Spanish speaking only, female Member living in Mora, NM, was recently diagnosed as being approximately 10 weeks pregnant during a recent visit to the ER for a tooth ache. The Member has been identified as a high utilizer of the ER and has a substance use disorder. The Member has not established care with a Primary Care Provider nor has she had any pre-natal care with an OBGYN. The Member indicates she is unable to schedule an appointment with a provider near her because the providers in the area are not taking on any new patients and her assigned PCP is in Santa Fe, NM which is almost 100 miles away. She states she does not have reliable transportation and is afraid to travel.

- 78. *Using Scenario I:* Using this scenario as one example of a trend, give an example of the process used by your organization for identifying and developing an appropriate performance improvement project to support the Member's substance abuse and pre-natal care needs. Include how evaluation and reporting would be conducted to determine effectiveness of the project.
- 79. *Using Scenario I:* Describe how your organization will make decisions regarding adoption of evidence-based clinical practice guidelines for Members with these issues.
- 80. Describe your organization's proposed innovations in the QA/QI/QM areas. Provide examples of successful innovations implemented in New Mexico and/or other states.

6.10 Reporting & Program Integrity – Responses 81-85

5 responses. All narrative responses for 6.10 are to be placed in the Technical Proposal Binder.

- Section page limit of 15 pages for section 6.10 responses.
- 50 possible points for Section 6.10.

- 81. Provide a sufficiently detailed description of your organization's capability to produce the required Centennial Care 2.0 reports included in Section 4.21 of the Sample Contract
 - (Appendix O of this RFP), and demonstrate that the Offeror can provide, at a minimum: a. Capability to build, expand and configure systems for increasing data capturing efficiencies and ensuring reports meet HSD's requirements;
 - b. Data analytics methodology, criteria and processes to be implemented regarding report accuracy, completeness and timeliness;
 - c. A dashboard tool to monitor, track and evaluate performance metrics; and
 - d. How to monitor, track and validate data from Subcontractors.
- 82. In order to demonstrate your organization's ability to submit, configure, and analyze reports, including identification of areas of deficiency, provide a detailed description of your organization's approach and plan for:
 - a. Identifying and interpreting data trends and patterns in reports, conducting comparative data analyses, and conducting quality checks prior to report submissions;
 - b. Your internal continuous quality improvement activities as they would relate to reporting, including developing, implementing and monitoring internal corrective action plans.
- 83. Provide examples of your organization's capacity for providing program and fiscal reports on a monthly, quarterly, annual, or ad hoc basis as required or requested by the State.
- 84. Describe your organization's fraud and abuse detection/prevention program activities for employees, caregivers and providers, including reporting and follow-up, continuous monitoring of compliance, identification of issues, and ongoing training.
- 85. Describe your organization's proposed innovations for reporting data and in the Program Integrity area. Provide examples of successful innovations implemented in New Mexico or other states.

6.11 Financial Management – Responses 86 - 90

5 responses. All narrative responses for 6.11 are to be placed in the Technical Proposal Binder.

- Section page limit of 15 pages for section 6.11 responses.
- 50 possible points for Section 6.11.
- 86. Describe how your organization will comply with net worth, solvency, reinsurance, and surplus requirements and maintain a fidelity bond that meets the amount specified for the time specified under the New Mexico Insurance Code.

- 87. Describe your organization's experience in the identification of other insurance held by its Members and other insurance that may be required to pay for services provided to Members (third- party liability) and coordination of benefits with third parties, including pay and chase methodologies.
- 88. Describe your organization's experience with risk corridors and other capitation reconciliations and how the Offeror accrues expenses/revenue associated with risk corridors and other capitation reconciliations.
- 89. Describe your organization's methodology for ensuring that claims payment accuracy standards will be monitored and improved through audit. At a minimum, address the following:
 - a. The process for auditing a sample of claims;
 - b. The sampling methodology itself;
 - c. Documentation of the results of these audits;
 - d. The processes for implementing any necessary corrective actions resulting from an audit; and
 - e. Provide your organization's last calendar year's report on the "average number of days to pay providers" and describe how standards of timely claims payments are established and monitored.
- 90. Describe your organization's proposed innovations in the financial management area, specifically those that maximize services to Members and reduce administrative costs. Provide examples of successful innovations implemented in New Mexico or other states.

6.12 Value-Based Purchasing (VBP) – Responses 91 - 94

4 responses. All narrative responses for 6.12 are to be placed in the Technical Proposal Binder.

- Section page limit of 20 pages for section 6.12 responses.
- 80 possible points for Section 6.12.
- 91. Describe your organization's experience implementing VBP arrangements with providers in New Mexico or other states. Address the following items in your response:
 - a. Provide examples of the types of VBP arrangements and types of providers that participated in VBP arrangements with your organization, including any risk-bearing arrangements;
 - b. How you share quality, utilization, cost, and outcomes data with providers participating in these arrangements; and
 - c. What type of technical assistance is offered to providers participating in these arrangements.

- 92. Describe how your organization tracks costs associated with VBP arrangements.
- 93. Describe how your organization evaluates the effectiveness of different VBP models, including measurement of healthcare outcomes.
- 94. New Mexico seeks to move provider payments to value-based payments per the contractual requirements outlined in Attachment 3of the Sample Contract (Appendix O of this RFP). Describe your organization's strategy to achieve the VBP goals, including the types of VBP arrangements to be executed in each of the three levels.

SECTION 7: COST PROPOSAL

7.1 Introduction

For the cost component of this RFP, Offerors are required to submit their Cost Proposal as well as a statement regarding Independent Price Determination (using the template provided in Appendix N and submitted in the Mandatory Requirements Binder). Submit per Member per month (PMPM) costs for each program and cohort outlined in the Cost Proposal template. (A sample version is attached in Appendix H of this RFP; a dynamic Excel version with embedded formulas will be attached to the Data Book). Cost Proposal submissions for this competitive procurement process will be based on the program design, covered populations, covered services including all applicable taxes as outlined in the RFP contract and cost proposal narrative. The Cost Proposal is inclusive of all costs necessary to operate the program unless specifically identified.

The following sections describe the Cost Proposal information available for evaluating and developing a Cost Proposal as well as information about what is excluded from the Cost Proposals and how adjustments to Cost Proposals will be addressed.

The Cost Proposals will include the following programs and populations listed below:

- Physical Health Acute Care Rates
- Other Adult Group Acute Care Rates
- Long Term Services and Supports (Acute and LTSS services)
 - Institutional (nursing home) population
 - Community benefit population
 - Self-Directed (acute component only)
- Behavioral Health rates
 - Physical health
 - Other Adult Group
 - o Long Term Services and Supports

7.2 Cost Proposal Information

HSD will provide Offerors that submit an Acknowledgement of Receipt (outlined in section 2.2.2) with Cost Proposal information (Data Book) to evaluate when constructing the cost proposal. The Data Book information available to Offerors includes Data Book narrative, historical enrollment by rate cohorts, risk adjustment information, historical utilization and expenditures, managed care efficiency adjustments, historical programmatic changes and capitation rate development base data, adjustments and a minimum and maximum capitation rate. Additional cost and utilization information will not be provided beyond the information provided in the Cost Proposal materials.

Users of the Cost Proposal information acknowledge that the data is intended for use in understanding the potential populations and services under Centennial Care 2.0 and may be used to inform the development of Offeror Cost Proposals. Use of this information for any other purposes may not be appropriate, and HSD provides no guarantee that this data is appropriate for any other purpose.

7.3 Cost Proposal Rules, Requirements, Scoring, Process, and Adjustments

Offerors are provided with a sample template and instructions for use to submit their Cost Proposals in Appendix H: Cost Proposal Template, as well as a dynamic Excel version of the template in the Data Book. **Offerors should use the Excel version of the Cost Proposal template provided as an attachment to the Data Book when submitting their Cost Proposal.** Deviations from the template are not permitted and will constitute noncompliance and result in the cost proposal being considered nonresponsive. You may provide a clarifying narrative related to your Cost Proposal though this information will not factor into the scoring of the cost proposal. *A certified statement regarding Independent Price Determination must also be submitted.* If you fail to submit the statement regarding Independent Price Determination, the proposal will be considered nonresponsive.

Submit your most competitive Cost Proposal as this proposal will be scored and used to select successful offers. The Cost Proposal you submit is binding. *HSD will not adjust capitation payment rates if a Contractor later determines that the rates proposed (with or without adjustment by HSD) are insufficient.*

Each Cost Proposal for each program / rate cohort will include three components on a PMPM basis; a medical component, an administrative component and an underwriting gain component. The sum of the three components: medical cost, administrative cost, and underwriting gain will be scored. The three components are requested so HSD can understand the amount of administrative cost and underwriting gain included in your cost proposal. The amounts you include for these components do not guarantee or imply that these amounts are or will be reflected in your initial or future period capitated rates.

As previously noted, Offerors are advised that Cost Proposal submissions for this competitive procurement process is inclusive of all costs necessary to operate the program unless specifically identified in the data book narrative as excluded. Cost Proposals should be based on the program design, covered populations, covered services, and applicable taxes outlined in the sample contract unless otherwise identified as excluded. Examples of costs excluded from Cost Proposal that are subject to adjustment post award include but are not limited to the following:

- Impacts for populations and/or covered services changes included in the 1115 Renewal Waiver application.
- Hepatitis C pharmacy cost add-on PMPMs (applicable to physical health, Other Adult Group and LTSS Medicaid Only).
- Community benefit add-on PMPM (applicable to Other Adult Group).
- Community benefit budgets for Members enrolled in the self-directed community benefit.
- Centennial Rewards program.
- Assessments:
 - New Mexico Health Insurance Exchange
 - New Mexico Medical Insurance Pool (NMMIP)
 - NMMIP premium tax credit that reduces the premium tax
- Funding Initiatives:
 - Project ECHO Multi-disciplinary team costs
 - New Mexico Health Information Exchange costs

7.3.1 Cost Proposal Scoring

HSD will include a minimum and maximum rate for each program or rate cohort in the Cost Proposal materials. The minimum and maximum capitation rates reflect the range of payments HSD is willing to accept for payment under the Agreement. Use the Cost Proposal data and the minimum and maximum rates to develop your Cost Proposal.

The total number of possible points for each program and in aggregate is 400.

Each rate cohort will be scored individually. Points are earned based on position of the rate offer as a percentile between the minimum and maximum rates.

Percentile =	(Rate Offer PMPM – Minimum Rate PMPM)	
_	(Maximum Rate PMPM – Minimum Rate PMPM)	
Rate Cohort Points	= (1 - Percentile) x 400	

The scores awarded to each rate cohort will be aggregated for each program (PH, BH, LTSS and OAG) using a pre-determined distribution. This distribution is based on the projected expenditures using the midpoint of the minimum and maximum cost PMPM for each cohort, multiplied by the projected Member months. **Cost Proposals submitted outside the published minimum and maximum by cohort will receive zero (0) points**.

The score for each program (PH, BH, LTSS and OAG) will then be aggregated, using the distribution included in the data book cost proposal information to determine the total number of points awarded for the Offeror's Cost Proposal.

In the event an Offeror bids an individual cohort outside the minimum and maximum rates and is awarded a contract, HSD will adjust the bid(s) outside the rate range into the rate range.

7.3.2 Cost Proposal Score and Auto-Assignment

(Revised in A2:)

HSD will follow the auto assignment process outlined in section 4.2.4.1 of the Sample Contract. Once HSD determines that the established enrollment threshold is reached per Section 4.2.4.1, the Centennial Care 2.0 CONTRACTOR(s) with the highest aggregate Cost Proposal score (lowest cost) will receive a higher auto-assignment percentage for members that are auto-assigned. If multiple successful Offerors receive the same Cost Proposal score then the auto-assignment will be spread among those Offerors equally based on HSDs auto-assignment distribution.

HSD will use the aggregate cost score for each successful Offeror to determine autoassignment after each successful Offeror meets the minimum number of enrollees as outlined in Section 4.2.4 of the Contract. The successful Offeror with the highest aggregate Cost Proposal score (lowest cost) will receive a higher auto-assignment percentage. If multiple successful Offerors receive the same Cost Proposal score then the autoassignment will be spread among those Offerors equally based on HSDs auto-assignment distribution.

7.3.3 General Rate Adjustments

Successful Offerors who enter into a Contract will have adjustments made to their cost bids for the impacts of items excluded from the Cost Proposal and adjustments made for any changes deemed "material" by the State and its actuaries which may include:

- Significant changes in program demographics;
- Programmatic changes (benefits or reimbursement) occurring after the procurement.

• List of excluded Cost Proposal rate elements (e.g., 1115 Waiver Renewal impacts, add-ons, and assessments)

Offerors' Cost Proposal will be adjusted based on the relative position of its proposal within the revised minimum and maximum rate range.

7.3.4 Risk Adjustment

The acute care Physical health and Other Adult Group capitation rates are risk adjusted using MedicaidRx. Risk adjustment prevalence tables are included in the cost proposal information. The Offerors final adjusted Cost Proposal rates will be risk adjusted based on the Contractors enrollment effective November or December 2018, at HSD's discretion.

7.3.5 Blended Long-Term Services and Supports Rate Adjustment

The LTSS program includes capitation rates for nine cohorts. Six of the nine cohorts are a blend (mix) of institutional (nursing home) and community benefit populations. Two of the nine cohorts are for Members in self-direction. In addition to the general rate adjustments the capitation rates paid to the Contractor will be determined by the following:

- Projected MCO specific enrollment distributions for blended institutional and community benefit enrollment mix.
- Self-directed rates will be adjusted for the annual SDCB budget for members assigned to the Contractor as of November 2018 or December 2018 as determined by HSD.

After the award, HSD will communicate the impacts and the basis for any adjustment to a successful Offerors' baseline rates.

SECTION 8: APPENDICES

Appendix A	Acknowledgment of Receipt of RFP Form
Appendix B	Letter of Transmittal Form
Appendix C	Debarment and Suspension Requirements
Appendix D	Campaign Contribution Disclosure Form
Appendix E	New Mexico Employees Health Coverage Form
Appendix F	Reference Form
Appendix G	Affidavit - Conflict of Interest

- Appendix H Cost Proposal Template (*sample; excel template is a separate document*)
- Appendix I Experience Template
- Appendix J Disclosure of Contractor Relationships
- Appendix K Proposed Subcontractors Template
- Appendix L Template for Submission of Questions
- Appendix M Acronym List
- Appendix N Independent Price Determination Form
- Appendix O Sample Contract for Centennial Care 2.0 (*attached as a separate document*)

Appendix A

Acknowledgement of Receipt Form

RFP # 18-630-8000-0001

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

Submission of this form by potential Offerors to HSD is a Mandatory Requirement. The Acknowledgement of Receipt Form should be signed and returned to the Procurement Manager no later than September 18, 2017, as noted in Section 2.1 (Procurement Schedule). Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of the Cost Proposal Data Book and Cost Proposal Template, all Offeror written questions and the HSD written responses to those questions, as well as RFP amendments, if any are issued.

FIRM:	
REPRESENTED BY:	
TITLE:	PHONE NO.:
E-MAIL:	FAX NO.:
ADDRESS:	
CITY:	_ STATE: ZIP CODE:
SIGNATURE:	DATE:

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

Authorized Representative at Pre-Proposal Conferences:

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

Submit to:

Daniel Clavio New Mexico Human Services Department Ark Plaza PO Box 2348 Santa Fe, NM 87504-2348

Phone: (505) 827-1345 Email: <u>CentennialCare.RFP@state.nm.us</u> Fax: (505) 827-3185

Appendix B

Letter of Transmittal Form

RFP # 18-630-8000-0001

Offeror Name: _____

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

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

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:
Name
Title
E-Mail Address
Telephone Number
3. For the person authorized by the organization to negotiate on behalf of this Offer:
Name
Title
E-Mail Address
Telephone Number
4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:
Name
Title

E-Mail Address
Telephone Number
5. Use of Sub-Contractors (Select one)
No sub-contractors will be used in the performance of any resultant contract OR
The following sub-contractors will be used in the performance of any resultant contract:
(list)

(Each proposed subcontractor must be identified and described using the Proposed Subcontractor Template, Appendix K, with references attached, and included in the Exhibits Binder.)

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

(Attach extra sheets, as needed, and submit with this Letter of Transmittal form, Appendix B.)

7. ____ On behalf of the submitting organization named in item #1, above, I accept the Conditions

Governing the Procurement as required in Section 2.3.1.

____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section 4 of this RFP.

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

_____, 2017

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

Appendix C

Debarment & Suspension Requirement

RFP # 18-630-8000-0001

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

The entering of a Contract between HSD and the successful Offeror pursuant to this RFP is a "covered transaction," consistent with all applicable federal and/or state laws and regulations, as applicable. HSD's Contract with the successful Offeror shall contain a provision relating to debarment, suspension, and responsibility substantially in the form contained in Section 7.29. All Offerors shall provide as a part of their proposals a certification to HSD in the form provided below. Failure of an Offeror to furnish a certification or provide such additional information as requested by the Procurement Manager for this RFP will render that Offeror non-responsible. Additionally, the Offeror shall provide immediate written notice to the Procurement Manager for this RFP if, at any time prior to Contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

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

- (i) The Offeror and/or any of its Principals-
 - (A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of Contracts by any Federal department or Agency;
 - (B) Have have not , within a three-year period preceding the date of the Offeror's proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) Contract or subcontract; violation of federal or State antitrust statutes relating to the submission of Offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, tax evasion, or receiving stolen property;
 - (C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with, commission of any of the offenses enumerated in paragraph (a) (1) (i) (B) of this certification;
 - (D) Have have not , within a three-year period preceding the date of Offeror's proposal, had one or more public agreements or transactions (federal, State or local) terminated for cause or default; and
 - (E) Have have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

(ii) "Principal," for the purposes of this certification, shall have the meaning set forth in federal regulations and shall include an officer, director; owner, partner, principal investigator, or other person having management or supervisory responsibilities related to a covered transaction. "Principal" also includes a consultant or other person, whether or not employed by the participant or paid with Federal funds, who: is in a position to handle Federal funds; is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

(iii) For the purposes of this certification, the terms used in the certification, such as *covered transaction, debarred, excluded, exclusion, ineligible, ineligibility, participant,* and *person* have the meanings set forth in the definitions and coverage rules of applicable federal regulations.

(iv) Nothing contained in the foregoing certification shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an <u>Offeror</u> is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

OFFEROR:	
SIGNED BY:	
TITLE:	
DATE:	

Appendix D

Campaign Contribution Disclosure Form

RFP # 18-630-8000-0001

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

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

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

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

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the

payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family Member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-inlaw.

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

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

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

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

Name(s) of Applicable Public Official(s) if any:

(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Item	Description
Contribution Made By	
Relation to Prospective Contractor:	
Name of Applicable Public Official	
Date Contribution(s) Made	
Amount(s) of Contribution(s)	

Nature of Contribution(s)	
Purpose of Contribution(s)	

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR—

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

Signature

Date

Title (Position)

Contractor Name

Appendix E

New Mexico Employees Health Coverage Form

RFP # 18-630-8000-0001

New Mexico Employees Health Coverage Form

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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

3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <u>http://www.insurenewmexico.state.nm.us/</u>.

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined revenue (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

Signature of Offeror:	Date
0	

Appendix F

Reference Form

RFP # 18-630-8000-0001

For:

(Name of Offeror/Contractor)

Offerors may NOT request references from the New Mexico Medicaid agency.

This form is being submitted to your company for completion as a business reference for the company listed above, in response to a Request for Proposals to provide Medicaid managed care healthcare services for the State of New Mexico. This form is to be returned to the State of New Mexico Human Services Department via e-mail at:

Daniel Clavio New Mexico Human Services Department Medical Assistance Division P.O. Box 2348 Santa Fe, NM 87504

Phone: (505)-827-1345 E-mail: <u>CentennialCare.RFP@state.nm.us</u> Fax: (505) 827-3185

The submission deadline for References to HSD is 5:00 PM (MST) on November 2, 2017. References **must not** be returned to the company requesting the reference.

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

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS: *Please comment on each question.*

- 1. In what capacity have you worked with this Contractor in the past? (Describe relationship and nature of contract and work)
- 2. How would you rate this firm in the following areas?

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

- a. Capability to manage complex health insurance programs _____
- b. Expertise in managing health care programs _____
- c. Operational capacity _____

Comments:

3. How would you rate the following attributes of the Contractor?

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

- a. Flexibility relative to changes in the project scope and timelines.
- b. Responsiveness to the Contracting entity.
- c. Developing adequate Provider Networks.

Comments:

4. What is your overall level of satisfaction with the following areas?

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

- a. Serving Insured Members/Beneficiaries.
- b. Emphasizing quality and positive outcomes over quantity.
- c. Meeting the needs of the Contracting entity and terms of the contract.

Comments:

- 5. How would you rate the dynamics/interaction between:
 - (5 = Excellent; 3 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
 - a. The Contractor and your staff.
 - b. The Contractor and insured Members / Beneficiaries.
 - c. The Contractor and Providers, Hospitals, healthcare community.

Comments:

- 6. What are the Contractor's strengths, and which aspect(s) of this Contractor's services are you most satisfied?
- 7. What are the Contractor's weaknesses, and which aspect(s) of this Contractor's services are you least satisfied?

8. Would you recommend this Contractor's services to your organization again? Describe any reservations or suggestions you may have in working with this Contractor.

(Revised in A1:)

9. Who were the Contractor's principal representatives involved in your project and how would you rate them individually? Please rate each person and comment on the skills, knowledge, behaviors or other factors on which you based the rating? List at least 3. (5 = Excellent; 3 = Satisfactory; 3 1 = Unsatisfactory; 0 = Unacceptable)

Name:	Rating:
Position / Role:	
Name: Position / Role:	
Name:	
Position / Role:	
Name:	Rating:

Comments:

Appendix G

Affidavit

RFP # 18-630-8000-0001

AFFIDAVIT

for former State Employees

) ss	
COUNTY OF SANTA FE)	5.

I, _____ (name), being first duly sworn upon my oath, depose and state the following:

- 1. I am a former employee of the ______ (name of Department/ Agency), having separated/retired from state employment as of ______ (date).
- 2. The Human Services Department (HSD) and I have entered into a professional services agreement in the amount of \$_____.
- Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Professional Services Agreement because I neither sought a contract with the HSD, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the ______.
- 4. To the best of my knowledge, this Professional Services Agreement was awarded in compliance with the provisions of the New Mexico Procurement Code (13-1-28, <u>et. seq.</u>, NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

Name

Subscribed and sworn to before me by ______(name of former employee) this _____day of _____, 20__.

NOTARY PUBLIC

My Commission Expires:

Appendix H

Cost Proposal Template

RFP # 18-630-8000-0001

(Sample below. Use the dynamic Excel version with embedded formulas attached to the Data Book.)

мсо

Program: Physical Health

	Rate Cohort			CY19 Capitation	CY1	9 Minimum	CY19 Max	timum					
	Rate Conort		Medical	A	dministration	Und	erwriting Gain	(Capitation Rate		Rate	Rate	•
001	TANF 0 - 2 Months	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
002 & 012	TANF Kids (RAR Cohort)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
003 - 005	TANF Adults (RAR Cohort)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
006	SSI / Waiver 0 - 1 Year	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
007 - 010	SSI (RAR Cohort)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
011	Pregnant Women, 15 - 49	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

Program: Long Term Services and Supports

	Data Calcart			CY19 Capitatio	CY19 Minimum	CY19 Maxim um			
	Rate Cohort	Medical		Administration	U	nderwriting Gain	Capitation Rate	Rate	Rate
300	Dual Eligible - NF LOC (Region 1,3,4) Nursing Home Component	\$	-	\$-	\$	-	\$-	\$-	\$-
300B	Dual Eligible - NF LOC (Statew ide) Community Benefit	\$	-	\$-	\$; -	\$-	\$-	\$-
310	Dual Eligible - NF LOC (Region 2) Nursing Home Component	\$	-	\$-	\$; -	\$-	\$-	\$-
320	Dual Eligible - NF LOC (Region 5) Nursing Home Component	\$	-	\$-	\$	-	\$-	\$-	\$-
301	Dual Eligible - Self Direction	\$	-	\$-	\$	-	\$-	\$-	\$-
304	Healthy Dual	\$	-	\$-	\$; -	\$-	\$-	\$-
302	Medicaid Only - NF LOC (Region 1,3,4) Nursing Home Component	\$	-	\$-	\$; -	\$-	\$-	\$-
302B	Medicaid Only - NF LOC (Statewide) Community Benefit	\$	-	\$-	\$; -	\$-	\$-	\$-
312	Medicaid Only - NF LOC (Region 2) Nursing Home Component	\$	-	\$-	\$; -	\$-	\$-	\$-
322	Medicaid Only - NF LOC (Region 5) Nursing Home Component	\$	-	\$-	\$	-	\$ -	\$ -	\$ -
303	Medicaid Only - Self Direction	\$	-	\$-	\$; -	\$ -	\$ -	\$ -

Program: Behavioral Health

	Rate Cohort		CY19 Capitatio	CY19 Minimum	CY19 Maxim um			
	Rate Conort	Medical	Administration	Underwriting Gain	Capitation Rate	Rate	Rate	
201	TANF/AFDC – All Ages M&F	\$-	\$-	\$-	\$-	\$-	\$-	
202	CYFD – All Ages M&F	\$-	\$-	\$-	\$-	\$-	\$-	
203	SSI, B&D, Waiver – Ages 0 to 14 Years Old M&F	\$-	\$-	\$-	\$-	\$-	\$-	
204	SSI, B&D, Waiver – Ages 15 to 20 Years Old M&F	\$-	\$-	\$-	\$-	\$-	\$-	
205	SSI, B&D, Waiver – Ages 21+ M&F	\$-	\$-	\$-	\$-	\$-	\$-	
206	LTSS Non Dual – M&F	\$-	\$-	\$-	\$-	\$-	\$-	
207	LTSS Dual – M&F	\$-	\$-	\$-	\$-	\$-	\$-	

Program: Other Adult Group

Data Cabart				CY19 Capitation	CY19 Minimum	CY19 Maxim um			
	Rate Cohort			Administration	Underwriting Gain	Capitation Rate	Rate	Rate	
110 - 122	OAG PH - ABP, 19-64 M&F (RAR Cohort)	\$	-	\$-	\$-	\$-	\$-	\$-	
208	OAG BH - ABP, 19-64 M&F	\$		\$-	\$-	\$-	\$-	\$-	

Appendix I

Experience Template

RFP # 18-630-8000-0001

Provide the following information for each relevant experience providing publicly-funded managed care for Medicaid / SCHIP and/or other low-income individuals in the last five years. *To be placed in the Exhibits Binder*.

- 1. Name of contracting entity.
- 2. Brief description of the scope of work of relevant experience.
- 3. Duration of the contract.
- 4. Contact name, email address, and phone number.
- 5. Population types and number of Members.
- 6. Annual contract payment amount(s).
- 7. Basis of payment (capitated or other).
- 8. Roles and names of major subcontractors.

Appendix J

Disclosure of Contractor Relationships

RFP # 18-630-8000-0001

Complete the following for all entities, organizations, and Subcontractors/Contractors doing work – or proposed to do work -- for both the Offeror and the State of New Mexico (as of Sept. 2017).

To be placed in the Exhibits Binder.

- 1. Name of entity, organization or contractor currently (or proposed) working with the Offeror, which also performs contracted work for the State of New Mexico.
- 2. Describe the work performed (currently or proposed) for the Offeror.

Appendix K

Proposed Subcontractors Template

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Name of Offeror: _____ Date: _____

Provide the following information for each proposed Subcontractor (and Major Subcontractor) providing services to Members and Providers and processing Medicaid business, including administration and systems functions. *To be placed in the Exhibits Binder*.

- 1. Name of proposed Subcontractor.
- 2. Describe delegated functions in detail.
- 3. Location(s) of Subcontractor; include corporate address(es) and NM address(es).
- 4. Identify if the Subcontractor will be co-located in New Mexico.
- 5. Subcontractor qualifications.
- 6. Ownership of subcontracting firms; list all owners with greater than 5% ownership stake.
- 7. Describe performance monitoring of Subcontractor by Offeror.
- 8. Describe information transfer (e.g., claims, encounter, etc.) from Subcontractor to Offeror.
- 9. Describe communication protocols and practices that will ensure seamless care coordination for Members;
- 10. How will the Subcontractor's primary point of contact for Members with complex needs be determined?

(Revised in A2:)

11. Only required of *Major Subcontractors to whom the Offeror proposes to delegate provisions of Covered Services:*

List of three references for the proposed Major Subcontractor, including the reference entity name, contact name, email and phone numbers, and the nature of work performed. Attach three professional reference letters for each proposed Major Subcontractor providing Covered Services.

(Revised in A1:)

11. Only required of Subcontractors and Major Subcontractors to whom the Offeror proposes to delegate provisions of Covered Services:

List of three references for the proposed Subcontractor, including the reference entity name, contact name, email and phone numbers, and the nature of work

performed. Attach three professional reference letters for each proposed

Subcontractor providing Covered Services.

List of three to five references for the proposed Subcontractor (see 12 below), including reference entity name, contact name, email and phone numbers, nature of work performed, length of work.

12. Attach three to five professional reference letters for each Subcontractor.

Appendix L

Template for Submission of Questions

RFP # 18-630-8000-0001

Questions must be submitted in this format as a Word document.

Name of Offeror:

Date: _____

Offeror Q #	Source: RFP, Contract, or Data Book	Section # (& question # if applicable)	Page #	Text from RFP, Contract, or Data Book related to question	Offeror Question

Add on as needed

Appendix M

Acronym List

RFP # 18-630-8000-0001

Acronyms used in this RFP

- o ABCB Agency-Based Community Benefit
- o ABP Alternative Benefits Plan
- $\circ \quad ACA-Affordable \ Care \ Act \ (see \ PPACA)$
- ASD HSD Administrative Services Dept.
- o BH Behavioral Health
- o BHO Behavioral Health Organization
- BHSD NM HSD Behavioral Health Services Division
- o BI Brain Injury
- CB Community Benefits
- CEO Chief Executive Officer
- $\circ \quad {\rm CFO-Chief \ Financial \ Officer}$
- $\circ \quad \text{CFR-Code of Federal Regulations}$
- CHIP Children's Health Insurance Program
- o CHR Community Health Representative
- o CHW Community Health Worker
- CIO Chief Information Officer
- CMS US Centers for Medicare & Medicaid Services
- COB Close of Business
- COBA Coordination of Benefits Agreement
- CoLTS Coordination of Long-Term Services
- o CNA Comprehensive Needs Assessment-
- COE Category of Eligibility
- o COO Chief Operating Officer
- COPD Chronic Obstructive Pulmonary Disease
- CSA Core Service Agency
- o CVA Cerebral Vascular Accident
- $\circ \quad CY-Calendar \; Year \\$
- CYFD NM Children Youth and Families Dept.
- DD Developmentally Disabled
- DOH NM Department of Health
- o D-SNP Dual Special Needs Plan
- ED Emergency Department
- EHR Electronic Health Records
- EPSDT Early and Periodic Screening Diagnosis and Treatment
- EMSA Emergency Medical Services for Aliens

- EMT Emergency Medical Technician
- \circ ER Emergency Room
- ES Emergency Services
- o EVV Electronic Visit Verification
- $\circ \quad FFS-Fee-For-Service \\$
- o FMA Fiscal Management Agency
- FPL Federal Poverty Level
- FQHC Federally Qualified Health Center
- \circ FY Fiscal Year
- HbA1c Hemoglobin A1c
- HCBS Home and Community-Based Services
- HEDIS Healthcare Effectiveness Data and Information Set
- HIE Health Information Exchange
- HIPAA Health Insurance Portability and Accountability Act
- HQII Hospital Quality Incentive Initiative
- o HRA-Health Risk Assessment
- HSD NM Human Services Department
- HUD US Department of Housing and Urban Development
- ICD-10 International Classification of Diseases, vol. 10 (Procedure Coding System)
- ICF-IID Intermediate Care Facilities for Individuals with Intellectual Disabilities
- IDD Individuals with Developmental Disabilities
- IHS Indian Health Services
- IMD Institute of Mental Disorders
- ISD NM HSD Income Support Division
- I/T/U Indian Health Services, Tribally
- Operated Facility or Programs, and Urban Indian Clinics
- LARC Long-Acting Reversible Contraceptives
- LTC Long-Term Services and Support
- LTSS Long Term Supports and Services
- MAC NM HSD Medicaid Advisory Committee
- o MAD NM HSD Medical Assistance Division
- o MAGI Modified Adjusted Gross Income

- MCO Managed Care Organization
- o MDT Mountain Daylight Time
- $\circ \quad \text{MF-Medically Fragile} \\$
- MH/SUD Mental Health / Substance Use Disorder
- MITA Medicaid Information Technology Architecture
- MMIS Medicaid Management Information Systems
- o MMISR MMIS Replacement
- $\circ \quad MOU-Memo \ of \ Understanding$
- $\circ \quad MST-Mountain \ Standard \ Time$
- NAAB Native American Advisory Board
- NATAC Native American Technical Advisory Committee
- NCQA National Committee for Quality Assurance
- NEMT Non-Emergency Medical Transportation
- NF Nursing Facility
- NF LOC Nursing Facility Level of Care
- NM New Mexico
- o NMAC NM Administrative Code
- NMICSS NM Independent Consumer Support Service
- NMMIP NM Medical Insurance Pool
- NMSA NM Statutes Annotated
- $\circ \quad OAG-Other \ Adult \ Group$
- OMB US Office of Management and Budget
- \circ PA Prior Authorization
- PACE Program of All-Inclusive Care for the Elderly
- PASSR Pre-Admission Screening and Resident Reviews
- PBM Pharmacy Benefits Manager

- o PCMH Patient-Centered Medical Home
- o PCP Primary Care Physician
- PCS Personal Care Service
- o PH Physical Health
- PHI Personal Health Information
- o PHR Personal Health Records
- \circ PMPM Per Member Per Month
- PPACA Patient Protection and Affordable Care Act
- PTSD –Post-Traumatic Stress Disorder
- $\circ \quad QI-Quality\ Improvement$
- QM Quality Management
- QMB Qualified Medicare Beneficiary
- RFP Request For Proposals
- o RHC Regional Health Clinic
- SBHC School-Based Health Center
- SCHIP State Children's Health Insurance Program
- o SDCB Self Determined Community Benefit
- SEC US Securities and Exchange Commission
- SED Severe Emotional Disturbance
- SLIMB Specified Low-Income Medicare
- Beneficiary
- SMI Serious Mental Illness
- SNCP Safety Net Care Pool
- \circ SP State Plan
- o SPA State Plan Amendment
- SSNRI Social Security Number Removal Initiative
- TMA Transitional Medical Assistance
- UC Uncompensated Care
- VBP Value-Based Purchasing
- WDI Working Disabled Individuals

Appendix N

Independent Price Determination Form

RFP # 18-630-8000-0001

The Offeror certifies that the information in the Cost Proposal was arrived at independently and without consultation, communication or agreement with any other Offeror or competitor, and not arrived at for the purpose of restricting competition, restricting intention to bid, or restricting methods or factors used to calculate the proposed costs.

Signature of Offeror's Representative:

Name of Offeror and Title of Representative

Date

Appendix O

Sample Contract

Amended

(Revised in RFP Amendment 2)

RFP # 18-630-8000-0001

Sample Contract for Centennial Care 2.0 Medicaid Managed Care Organizations in New Mexico

Due to its large size, this appendix is a separate document (attached).