HEALTH CARE AUTHORITY

REQUEST FOR PROPOSALS (RFP)

New Mexico Health Care Authority
State Health Benefits
Medical RFP

HEALTH CARE
AUTHORITY

RFP# 26-630-0900-0009

RFP Release Date: 09/12/2025

Proposal Due Date: 11/10/2025

ELECTRONIC-ONLY PROPOSAL SUBMISSION

Alert:
Please note the Acknowledgement of Receipt Form and the NDA need to be submitted to the procurement manager: **Elisa Wrede** Telephone:505-231-2630 Email:Elisa.Wrede@hca.nm.gov By 09/19/2025 @ 3:00PM MST/MDT. Upon receipt Acknowledgement of Receipt Form and the NDA vendors will receive link to Data.

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of medical plans for State of New Mexico and Local Public Bodies employees participating in the State's program. Proposals are requested on a self-insured (i.e., Administrative Services Only or ASO) and fully-insured basis for active employees.

The effective date is July 1, 2026. Concurrently, the Health Care Authority (HCA) is aligning the benefit plan year with the State's fiscal plan year. It is anticipated that contracts resulting from this procurement would be awarded for a three (3) year period, with the option to renew for an additional one-year period, for a maximum contract term of four (4) years.

B. BACKGROUND INFORMATION

Aligned with the New Mexico Health Care Authority's mission—helping every New Mexican reach their highest level of health through whole-person, cost-effective, and high-quality care—and its vision of affordable coverage within a seamless system, this RFP seeks partners to deliver comprehensive, evidence-based medical benefits for more than 60,000 members. The successful vendors must pair member-centered, affordable, comprehensive, high-quality medical care with a frictionless member experience and robust, data-driven reporting and analytics that support HCA's fiscal stewardship and quality-improvement goals.

The successful vendor will deploy innovative network recruitment, management and retention, innovative payment initiatives, and robust analytics to keep premiums stable, improve member outcomes, and maintain fiscal sustainability.

The HCA State Health Benefits (SHB) provides insurance coverage for active employees of the State of New Mexico and 108 New Mexico municipalities, schools, and counties known as local public bodies (LPBs). LPBs may elect to join annually. HCA currently has a self-funded medical plan.

SHB offers an open enrollment period each year for employees to make their elections.

Regarding premium/fee billing, HCA prepares a consolidated premium/fee statement that combines all state agencies. HCA bills monthly premium to the individual LPBs, and each state agency premium feeds into the New Mexico Department of Finance and Administration on a bi-weekly basis, and it submit premiums to HCA bi-weekly on their behalf.

Other relevant links:
https://www.mybenefitsnm.com/benefitsInformation.html

C. SCOPE OF PROCUREMENT

The Health Care Authority (HCA) seeks to procure comprehensive medical benefits administration through one or more experienced and capable partners. The awarded Offeror(s) must demonstrate a proven ability to deliver integrated claims administration and a robust provider network under a single contractual arrangement. Proposals that require multiple contracts for the delivery of these services will not be considered.

HCA requires that awarded vendors provide administrative efficiency, with streamlined operations that reduce redundancy and member confusion; cost effectiveness, including demonstrated strategies to control medical trend and reduce unnecessary spending; and full compliance with all HCA program requirements, timelines, and reporting standards. Proposals must include a comprehensive and innovative Performance Guarantee structure that includes clearly measurable metrics and ties a meaningful portion of administrative compensation to the successful delivery of high-quality, cost-effective care. HCA is seeking Performance Guarantees that go beyond standard metrics and reflect the priorities outlined in this document.

HCA will give preference to Offerors who bring innovative, data-driven solutions that improve access to care, reduce disparities, and measurably improve member health outcomes. Offerors must detail how they will partner with HCA to support initiatives such as network growth and access expansion in rural and underserved areas; provide data and market insights to inform HCA on annual value-based benefits design changes; integration of behavioral health into collaborative care models by training and supporting providers for patients with behavioral health conditions and helping those with greater needs connect with specialty services; coordination with HCA's strategic initiatives, including workforce recruitment and retention strategies, and chronic disease management efforts.

This RFP may result in multiple awards.

D. PROCUREMENT MANAGER

The HCA has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:
Procurement Manager
Name: **Elisa Wrede**
Telephone: 505-231-2630
Email: Elisa.Wrede@hca.nm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the HCA.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, **ONLY**

protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via Health Care Authority's electronic procurement portal, Submittable. Refer to Section III.B.1 for instructions.

F. DEFINITION OF TERMINOLOGY

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

1. "**Agency**" means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.

2. "**Award**" means the final execution of the contract document.

3. "**Business Hours**" means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

4. "**Close of Business**" means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.

5. "**Confidential**" means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7 NMSA 1978. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential:

   The Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

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

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

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

9. "**Desirable**" – the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

10. "**Electronic Submission**" means a successful submittal of Offeror's proposal in the Submittable system.

11. "**Electronic Version/Copy**" means a digital format consisting of text, images or both, readable on computers or other electronic devices, which includes all content that the Original document contains. The electronic version/copy CANNOT be emailed.

12. "**Evaluation Committee**" means a body appointed to perform the evaluation of Offerors' proposals.

13. "**Evaluation Committee Report**" means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

14. "**Final Award**" means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

15. "**Finalist**" means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.

16. "**Hourly Rate**" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

17. "**IT**" means Information Technology.

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

19. "**Minor Irregularities**" means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

20. "**Multiple Source Award**" means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.

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

22. "**Price Agreement**" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or

construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

23. "**Procurement Manager**" means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.

24. "**SHB**" means State Health Benefits.

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

26. "**Redacted**" means a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

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

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

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

30. "**Sealed**" means, in terms of electronic submission, an Offeror's proposal and all accompanying documents has been completely and successfully uploaded into HCA's electronic procurement portal Submittable system prior to the submission deadline stated in the RFP.

31. **"Single Source Award**" means an award of contract for items of tangible personal property, services or construction to only one Offeror.

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

33. "**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

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

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

36. "**State Purchasing Agent**" means the Director of the Purchasing Division of the General Services Department.

37. "**Statement of Concurrence**" means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. "We concur," "Understands and Complies," "Comply," "Will Comply if Applicable," etc.)

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

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

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	HCA	9/12/2025
2. Acknowledgement of Receipt Form (NDA is required to receive data)	Potential Offerors	9/19/2025
3. Pre-Proposal Conference	Agency	9/23/2025
4. Deadline to submit Written Questions	Potential Offerors	9/26/2025
5. Response to Written Questions	Procurement Manager	10/3/2025
6. Submission of Proposal	***Potential Offerors***	***11/10/2025***
7.* Proposal Evaluation	Evaluation Committee	12/5/2025
8.* Selection of Finalists	Evaluation Committee	12/5/2025
9 * Oral Presentation(s)	Finalist Offerors	12/15/2025
10.* Best and Final Offers	Finalist Offerors	12/19/2025
11.* Finalize Contractual Agreements	Agency/Finalist Offerors	1/5/2026
12.* Contract Awards	Agency/Finalist Offerors	1/6/2026
13.* Protest Deadline	HCA	1/21/2026
15.* Open Enrollment	HCA	04/01/2026 to 04/30/2026
16. Go-Live Date	HCA	7/1/2026

*Dates indicated in Events 7 through 15 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

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

1. Issue RFP

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

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the HCA buyer, procurement manager: Elisa Wrede, e-mail: Elisa.wrede@hca.nm.gov to have their organization placed on the procurement Distribution List. The form must be returned to the procurement manager by 3:00 pm MST/ MDT on 09/04/2025, the date indicated in Section II.A, Sequence of Events. You will need to complete and submit an NDA to gain access to the data (census, experience, disruption information). This should be included with the Acknowledgement of Receipt. Please refer to the NDA.docx

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

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 2:00PM MST/MDT via Teams:

Join the meeting now
Meeting ID: 224 476 818 368 7
Passcode: 555Eo7yu

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

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

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00PM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

The Questions and Answers will be posted to Submittable at: *https://nmhca-statehealthbenefits.submittable.com/submit/336391/new-mexico-health-care-authority-state-health-benefits-medical-rfp*

6. Submission of Proposal

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

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **NO LATE PROPOSAL CAN BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped in the system when the Offeror clicks "OK" after "Review and Submit." Such electronic submissions will be considered sealed in accordance with statute.

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

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

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

7. Proposal Evaluation

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

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time.

9. Oral Presentations

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

10. Best and Final Offers

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

11. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached

with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

12. Contract Awards

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

13. Protest Deadline

Any protest by an Offeror must be submitted timely and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be directed to:

New Mexico Health Care Authority Office of General Counsel
1474 Rodeo Rd.
Santa Fe, New Mexico 87505

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

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

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

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

a. ***Proprietary and Confidential information is restricted to***:
    1. confidential financial information concerning the Offeror's organization; and
    2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.

b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.2.a, shall be submitted containing the blacked-out

proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

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

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

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract Appendix C.

However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

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

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

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

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

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a

Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85 NMSA 1978.

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Agency Rights

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

23. Right to Publish

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

24. Ownership of Proposals

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

25. Confidentiality

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

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

26. Electronic mail address required

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

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to Submittable at: https://nmhca-statehealthbenefits.submittable.com/submit/336391/new-mexico-health-care-authority-state-health-benefits-medical-rfp.

28. New Mexico Employees Health Coverage

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

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

C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://bewellnm.com.

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

29. Campaign Contribution Disclosure Form

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

30. Letter of Transmittal

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

Provide the following information:

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

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

31. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter a contract greater than sixty thousand dollars ($60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
   1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
   2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
      a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
      b. violation of Federal or state antitrust statutes related to the submission of offers; or

c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

E. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in

this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

32. New Mexico/Native American Resident Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its proposal.** Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP ELECTRONIC SUBMISSION

1. **ONLY ELECTRONIC SUBMISSION VIA (Health Care Authority Portal, Submittable, can be accessed at: https://nmhca-statehealthbenefits.submittable.com/submit/336391/new-mexico-health-care-authority-state-health-benefits-medical-rfp.**

2. **All vendors must register with the Procurement Portal to log in and submit requested information.**

Proposals in response to this RFP must be submitted through the Health Care Authority Purchasing's electronic procurement portal ONLY, the Offeror need only submit one single proposal as outlined below. Follow the instructions below for the electronic submission in Submittable.

1. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.5 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files:**
   i. One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section I.F.38) versions for evaluation purposes; and
   ii. One (1) **redacted** (def. Section I.F.27) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as

"REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;

2. **Cost Proposals –** One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**.

For technical support issues go to or visit their Resource Center or Customer Service at:

Submitter Resource Center or contact Submittable Customer Support

The ELECTRONIC proposal submission must be fully uploaded in the HCA e-Procurement Portal by the submission deadline in Section II.B.6.

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

B. PROPOSAL CONTENT AND ORGANIZATION

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal.

COST INFORMATION SHOULD ONLY BE LISTED IN THE COST RESPONSE FORM (APPENDIX D).

Submission in Submittable will be organized as follows:

1. Initial Information (Form 1 in Submittable):
    a. Submitting Organization
    b. Respondent Information
2. Proposal Content (Form 2 in Submittable):
    a. Proposal Summary (optional)
    b. Signed Letter of Transmittal
    c. Signed Campaign Contribution Disclosure
    d. Response to Contract Terms and Conditions (from Section II.C.15)
    e. Offeror's Additional Terms and Conditions (from Section II.C.16)
    f. Subcontractor Listing
    g. Organizational Experience
    h. Business Reference Information
    i. Financial Stability

j. New Mexico/Native American Resident Preferences (if applicable)
k. Completed Cost Response Form (APPENDIX D)
l. Security Questionnaire

Medical Questionnaire (Form 3 in Submittable):

1. Complete all questions as listed in Submittable

All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

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

1. **Detail on Proposal Content (Form 2 in Submittable)**
   a. **Proposal Summary (optional)**
   The proposal summary must be six hundred (600) words or less. It shall provide the Evaluation Committee with an overview of the technical and business features of the proposal. This material will not be used in the evaluation process but may be used in public notifications regarding the successful offeror's selection.
   b. **Letter of Transmittal**
   Offeror's proposal must be accompanied by the Letter of Transmittal Form located in Appendix E which must be completed and signed by an individual person authorized to obligate the company. See also IV.C.2.
   c. **Campaign Contribution Disclosure Form**
   The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See Appendix B)
   d. **Response to Department's Terms and Conditions**
   The offeror shall explicitly indicate acceptance of the General Requirements (Section II.C) and the Contract Terms and Conditions (Appendix C). As provided in Section II.C.15, should the offeror object to any of the Agency's terms and conditions, as contained in Appendix C, the offeror must propose specific alternate language. The offeror must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.
   e. **Offeror's Additional Terms and Conditions**
   Offerors must submit with the proposal a complete set in writing of any additional terms and conditions they request to have included in a contract negotiated with the Department.
   f. **Subcontractor Listing**
   Offerors must complete the table of proposed subcontractors. Indicate which services are embedded in the base ASO and/or insured fees. If there are any additional fees, note in the table and provide the fees in the Appendix D cost proposal. Indicate if these are direct contracts between

your organization and the subcontractor or if HCA needs to be involved in the contracting. Include a list of your point solutions and if these are optional.

g. **Organizational Experience**
   Offerors must provide a narrative as described in IV.B.1.
h. **Business Reference Information**
   Offeror is required to send the Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2.
i. **Financial Stability**
   See IV.C.1
j. **New Mexico/Native American Resident Preferences (if applicable)**
   See IV.C.6
k. **Completed Cost Response for (Appendix D)**
   The offeror should indicate a total cost per state fiscal year for implementation of their service. The cost should be inclusive of completing all of the specifications related Random Moment Surveys, Administrative Claiming & Direct Medical Service Cost Reporting & Settlement. The offeror will be evaluated based on the total cost of implementation of the program. Your response should use Appendix D Cost Proposal attachment. Complete each part of each tab.
l. **Security Questionnaire**
   Offeror must provide the below documents:.
   1. SOC 2 Type 2
   2. SOC 2 Type 2 Bridge Letter if the SOC 2 Report is more than 3 months old
   3. ISO Certification
   4. HIPAA Report
   5. Third Party Attestation
   6. Business Continuity/Disaster Relief Plan

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

A focus of this RFP will be the pursuit of specific objectives related to driving value for the Agency and SHB members through sustained cost saving measures that reduce trend coupled with a focus on quality. This approach should include but not be limited to the components noted below.

Scope of Work / Contractor Obligations

A. **Licensing.** Contractor will make application for, obtain, and continuously maintain in good standing all licenses and permits necessary to perform its obligations under this Agreement in the State of New Mexico.

B. **Initial Provider Network.** The Contractor has contracted or will contract with qualified, licensed, and credentialed medical providers to deliver medical services for the Agency. Following the approval by Contractor of the Plan Description provided to Contractor, these

network providers will be available to provide medical services to Members in accordance with the Plan.

C. **Network Provider Management.** Prior to contracting with a medical provider, Contractor will use reasonable diligence to ensure that medical providers qualifications established by the Contractor. During the term of this Agreement, Contractor will administer a recredentialing program designed to periodically re-examine each network provider's satisfaction of criteria and qualifications established by the Contractor.

Contractor is hereby authorized, without the consent of the Agency, to add and/or delete the names of network providers contracted. Significant additions and/or deletions ("significant" defined as +/-5%) will be communicated by Contractor to the Agency at minimum 5 days in advance, at least monthly.

In addition to ongoing network provider communication, Contractor will distribute to all network providers communications initiated by the Agency relating to the Plan. In addition, Contractor will provide copies of the ongoing network provider communications to the Agency. The Contractor will have a dedicated team to address the Members' quality of care complaints regarding individual network providers. The Agency reserves the right to request termination of a network provider, based on evidence. The Contractor agrees the provider network offered to the Members may differ from the provider networks offered by Contractor to other employer groups.

The Contractor agrees that if network provider discounts, or fee maximums in Contractor's New Mexico provider networks include variations by client or account, Contractor will also extend to the Agency, if appropriate, similar negotiated payment arrangements, except that this provision does not interfere with Contractor's responsibilities in section 2.D.2 of this Agreement.

D. **Provider Network Maintenance**. Continued and adequate access to providers over the contract period is the responsibility of the Contractor. The following subparagraphs identify the circumstances in which communication regarding provider networks is required and where, in particular instances, prior approval of the Agency will be sought before network changes are formalized and reported to the Members.

1) **Routine Changes.** Contractor is hereby authorized, without the consent of the Agency, to add and/or delete network providers. Routine network changes include, but are not limited to:
    a. additions and deletions resulting from new network providers moving into the service area,
    b. existing network providers leaving the service area,
    c. network provider retirement, and
    d. network provider death.

2) **Negotiated Changes.** Negotiated provider network changes involve the inclusion or exclusion of key network providers, a set of network providers, or an entire network where the Contractor is in a contracting position to accept or reject a

reasonable and appropriate financial arrangement proposed by the network provider. Contractor agrees to notify the Agency a minimum of 5 days in advance, in the event negotiated provider network changes would result in significant or material access issues ("significant" defined as affecting more than 5% of members) and will work with the Agency to resolve or mitigate such access issues to the extent possible and in furtherance of the purposes of this Agreement.

3) **Network Stability and Adequacy**. The Contractor remains accountable for overall network stability, defined as limiting net provider attrition to no more than a five-percent (-5%) decrease from the baseline count as of January 1, 2026. Annually, the Contractor shall submit a Network Growth Plan that specifies clear expansion targets, recruitment and retention strategies, and implementation timelines for expanding access, particularly for rural and other underserved communities. Throughout the contract period, the Contractor will report the adequacy of the overall network and network provider changes through quarterly reports to the Agency. If the required percentage is not maintained, the Contractor shall implement all reasonable alternatives to address any access issues.

4) **Network Adequacy:** In addition to compliance with OSI network adequacy requirements, Offerors must demonstrate how their networks meet the following expectations:
Provider-to-member ratios of at least 1:1,200 for primary care and 1:5,000 for behavioral health.
Access to in-network primary care within 30 miles or 30 minutes for urban members and within 60 miles or 60 minutes for rural members.
Network access to OB/GYN, psychiatry, and endocrinology services within 45 miles or through telehealth when local options are unavailable.

E. **Implementation and Transition**
The Contractor shall:

1. Support full implementation of all plans by the start of the new plan year (July 1, 2026).
2. Develop and maintain a detailed implementation timeline and transition plan, including member communication, system readiness, testing, and staff training.
3. Ensure continuity of care for existing members undergoing treatment during carrier transition.

F. **Plan Design Requirements**
The Contractor shall implement and administer the following standardized health plan options designed by the Agency. Each plan shall be offered by all awarded carriers:

1. Clear Cost HMO Plan – Prioritizes member affordability and transparency through simple and predictable cost-sharing.
2. Basic HMO Plan – Offers managed care with mid-tier cost-sharing.
3. Basic PPO Plan – Offers members a broader provider network with balanced premiums and out-of-pocket costs.

4. High-Deductible PPO Plan – High-deductible plan paired with Health Savings Account (HSA) eligibility.
5. All plans shall incorporate value-based plan design principles, such as reduced cost-sharing for high-value, evidence-based services and medications covered under the medical benefit.

G. **Reference-Based Pricing Compliance**

The Contractor shall fully comply with state-mandated Reference-Based Pricing (RBP) requirements under Senate Bill 376 (2025) and any subsequent statutory changes as well as guidance issued by the Agency, including but not limited to:

1. Capping reimbursement for specified hospitals at no more than maximum payment limit as a percentage of Medicare payment rates, as established by the Agency.
2. Ensuring contracts with facilities and providers subject to maximum payment limits include provisions that prohibit balance billing for members receiving services under RBP arrangements, as required by state law. The Contractor shall ensure customer service staff are trained and available to help members navigate and resolve any balance billing issues.
3. Reporting mechanisms and communication protocols to support transparency, enforcement, and member education.
4. Compliance with auditing requirements related to the RBP program.

H. **New Mexico's Senate Bill 42:** The Contractor must adhere to the requirements of New Mexico Senate Bill 42 and related State of New Mexico rules regarding substance-exposed newborns. This includes ensuring for each enrolled newborn identified as substance-exposed:

- assignment of a care coordinator as defined under SB 42;
- timely development and transmission of a written Plan of Safe Care, signed by the birthing facility and caregiver;
- provision of referrals, outreach, and support services through the Comprehensive Addiction and Recovery Act (CARA) navigator program;
- seamless coordination with State agencies when families do not engage.

I. **Value-Based Payment and Outcome Strategies**

1. The Contractor shall, with Agency approval, implement innovative value-based payment models and care management strategies aimed at improving health outcomes and controlling total cost of care. Strategies must include metrics for evaluating success (e.g., reduced ER utilization, improved chronic condition management) and provisions for care coordination, high-risk member management, and provider accountability.

J. **Fiscal Year Alignment and Rate Development**

1. All plan years shall be aligned with the State of New Mexico fiscal year (July 1 – June 30).
2. Insured rate proposals must be developed using actuarial sound methodologies.
3. Contractors shall collaborate with the Agency's actuaries to ensure timely and accurate rate setting, reflecting the most up-to-date utilization and trend data.

4. Contractors must submit historical utilization and claims data to support annual forecasting, including but not limited to, tying claims to date of service.

K. **Benefit Quality.** The Contractor must demonstrate a rigorous approach to benefit quality that measurably improves members' medical-health outcomes. Minimum requirements include, but are not limited to:
    1. Quality metrics & performance guarantees
        1) Track and report quarterly on: Preventive and diagnostic screening rates, Net Promoter Score, and claim-accuracy rate.
    2. Continuous quality-improvement (CQI) program
        1) Implement provider feedback loops and automated care-gap reminders (text, email, or app).
        2) Submit an annual CQI report that summarizes interventions, outcome trends, and next-year action plan.

L. **Utilization Review.** The Contractor will perform the pre-certification and utilization review services described in the contract to the extent such services are consistent with the Plan. Annually, the Contractor shall report denial rates, appeal outcomes, and the number of prior authorizations (as well as the percentage of prior authorizations approved and denied, and the average turnaround time for prior authorizations).

M. **Claims Processing.** The Contractor will accept from network providers, other providers, and Members claims for services provided to Members. The Contractor shall, consistent with the current claim administration procedures and practices and the claim determination accuracy standards then applicable to its own medical plan administration business:
    1) receive claims for Plan benefits and requests for Plan services, and expeditiously review such claims and requests to determine what amount, if any, is due, payable and/or allowable with respect thereto in accordance with the terms and conditions of the Plan; and
    2) disburse or provide, to the person entitled thereto, benefit payments or authorization for services it determines to be due in accordance with the provisions of the Plan.

    The Contractor agrees the Agency's Plan of Benefits shall be administered and adjudicated in accordance with the provisions of the Summary Plan Description detailed in in the contract attached hereto and incorporated by reference. Any exceptions, as determined by either party, will be reviewed and mutually agreed upon. If no consensus is made, the Agency will retain the final decision-making authority, subject to the decision not creating a negative financial impact or network management conflict for the Contractor or the Contractor's other self-funded clients.

    The Contractor shall identify and investigate suspected fraudulent activity by providers and/or Members and inform the Agency of the findings. In the event any payment is made because of fraudulent activity, The Contractor will provide reasonable assistance in pursuing recovery, but the Contractor shall not be required to initiate court proceedings to

pursue recovery nor, except to the extent Contractor's obligations under Indemnification, of this Agreement, will Contractor be required to reimburse the Agency.

N. **Audits, Evaluations, and Data Reviews.** The Contractor shall fully cooperate with any audits, evaluations, or data reviews initiated or authorized by the Agency, including but not limited to claims integrity audits, alternative payment models, reference-based pricing validation, financial reconciliations, and performance guarantee validations. Failure to comply with the audit and data access requirements as outlined herein may result in contractual remedies, including but not limited to, withholding payment, imposition of administrative fees, or termination for cause. The Contractor shall:
    1. Provide all data, documents, claims files, reports, and records reasonably requested by the Agency or its authorized third-party auditor(s), in a format and manner specified by the Agency, and within a time frame designated by the Agency.
    2. Not require any separate agreement, including but not limited to a Non-Disclosure Agreement (NDA), between itself and the Agency's designated audit firm or vendor. The Agency shall be solely responsible for contractual arrangements with its auditors, including applicable confidentiality and data protection agreements. The Contractor shall accept such arrangements as sufficient.
    3. Transmit all requested data using secure electronic means, including encrypted file transfer, secure portals, or other industry-standard secure transmission methods as approved by the Agency. The use of physical mail or unencrypted channels for transmission of protected health or confidential information is prohibited unless expressly authorized in writing by the Agency.
    4. Provide reasonable support to facilitate the audit process, including the designation of knowledgeable staff to respond to auditor inquiries, clarification of data fields, and assistance with technical questions regarding Contractor systems and reporting.
    5. Upon the Agency's request, provide read-only access or system-generated extracts necessary for the Agency or its auditors to validate the accuracy and completeness of claims processing and adjudication, provider reimbursements, and other services provided under this Agreement; and
    6. Retain all claims, payment, and supporting documentation related to services rendered under this Agreement for a minimum of eight (8) years from the date of service, or longer if required by applicable federal or state law and shall make such records available to the Agency or its designated agents upon request.

O. **Administrative Material.** The Contractor will prepare and distribute to network providers all materials necessary to enable network providers to participate in the Plan. As needed, changes to this material will be developed and distributed to network providers.
In addition, Contractor will prepare and distribute to SHB administrative manuals for the use of Agency staff, as needed, changes to the manual will be developed and distributed to the Parties.

P. **Fee Schedule.** The Contractor has developed and will continuously maintain fee schedules applicable to network and non-network providers who provide medical care services to enrolled Members of entities who contract with the Contractor. The fee schedules will be reviewed periodically by the Contractor and updated, as necessary. The Contractor may

modify any fee schedule applicable to the Plan. At least annually, Contractor will make available for review by the Agency or their auditors a complete list of its current provider fee schedules. This information will be made available at Contractor's place of business. At least 90 days prior to any change in provider fee schedules that will have a material impact on claims paid under the Plan, or as soon as reasonably practicable, Contractor will provide written notice to the Agency of an anticipated change(s) in provider fee schedule(s). The Agency shall have the right to review such changes in fee schedules.

The Agency agrees that the Contractor's provider fee schedules, and the basis for establishing those fee schedules, are proprietary and agrees to include a confidentiality agreement as part of the contract. Unless required by the Inspection of Public Records Act, NMSA 1978, Sections 14-2-1 to -12 (1947, as amended through 2013) (the "IPRA") or other applicable law, the Contractor's provider fee schedules shall be kept confidential and shall not be made available to any individual or organization without prior written approval of the Contractor.

Q. **Member Services.** The Contractor will promptly respond to inquiries from Members regarding the Plan and the services of network and other providers. The Contractor will respond to benefit questions. All such responses will be consistent with either:
   1. the prior written administrative procedures in place as of the effective date of the Plan, or
   2. the Contractor's standard operating procedures for services as agreed to by the Agency.

   The Contractor shall:

   1. Support the development and dissemination of clear, member-friendly plan comparison materials to enable informed decision-making.
   2. Ensure members have readily available cost-sharing, network access, and covered service information.
   3. Provide online and mobile access to benefit summaries and network directories.

R. **Reports and General Data Transfer Requirements.** Until notified by HCA, Contractor will provide reports as illustrated in Exhibit B attached hereto and incorporated by reference. As requested by the Agency, the Contractor shall add or discontinue reports shown on the contract. The parties will agree upon any adjustment necessary to the current Administrative Services Only (ASO) Per Member Per Month (PMPM) fee, as illustrated in the contract attached hereto and incorporated by reference, or any other appropriate charge or credit relevant to the change in required reporting. Within 30 days following the end of each quarter, Contractor will provide quarterly electronic claim files in an Agency-prescribed format as permitted by law. Contractor will provide assistance in converting the data, including, but not limited to, file production schedule, identification and interpretation of data fields, etc., without additional charge to the Agency.

   Data dashboard: The Contractor shall contribute a one-time implementation fee and ongoing annual support, as specified by the Agency, to fund the development and

maintenance of a state-operated medical claims utilization, and outcomes dashboard. This dashboard will be used by the Agency to monitor plan performance, member outcomes, utilization trends, and cost drivers. This funding obligation shall be considered a non-negotiable component of the Contractor's administrative duties under this Agreement.

Upon the termination of this Agreement, to the extent it is feasible, the Contractor will return to the Agency all records received by the Contractor in performing its duties under this Agreement, including, but not limited to, financial records, employee records, all records relating to claims filed, processed, and paid, in a manner and format designed to enable efficient transition to a new service provider. Files related to the relationship between the parties or other documents not specifically prepared on behalf of the Plan shall remain the property of the Contractor. The Contractor shall provide, at a minimum:

- Monthly claims and utilization reporting.
- Annual cost trend analysis and utilization review.
- Member satisfaction and access metrics.
- Provider disruption reports in the event of network changes.
- Performance dashboards measuring plan design efficacy and health outcomes.

S. **Identification Card.** The Contractor will issue Member identification cards for use in connection with the Plan, which may include physical cards, digital cards accessible via a mobile app, and options compatible with digital wallets. The Contractor will assign an individual Member number to each identification card with the appropriate number appearing on the card.

T. **Eligibility Data:** The Contractor will maintain current eligibility data for all Members enrolled in the Plan. In the event there is an immediate need to provide medical care services for a new hire, the Contractor shall contact the Agency for eligibility verification. The Agency may utilize any reasonable electronic means to communicate and enroll immediately eligible Members and will enter this Member into the Agency's eligibility system as soon as possible.

U. **Member Benefit Booklets:** Plan materials shall be subject to review and approval by the Agency prior to distribution. The Contractor shall provide these materials a minimum of ten days in advance to allow the Agency a reasonable opportunity to review and provide suggested and/or. necessary changes.

V. **Network Provider Directories:** The Contractor will make network provider directories available via the Internet through the Contractor's website and, when requested, the Agency's website either through links or through updated network provider directories provided directly to the Agency. The Contractor will be responsible for making paper copy provider directories available at the initial and all future enrollment meetings, and is encouraged to have provider directories accessible via a mobile app. The Contractor is also responsible for updating the Directories a minimum every 90 days.

W. **Account Management Team.** The Contractor agrees to provide the Agency with local presence, as requested. When The Contractor has knowledge of a change in the Account

Manager for SHB Plans, the Contractor shall notify the Agency a minimum of ten days in advance of the change and discuss with the Agency the qualifications of the person being considered as the replacement for the position. The Contractor shall also provide the Agency with advance notice, if possible, of the resignation or retirement of the Account Manager.

X. **Orientation Meetings:** The Contractor will conduct Member orientation meetings (virtual and in-person) in locations identified by the Agency to familiarize members with the offered medical services. The Agency will conduct member enrollment meetings prior to the beginning of the Plan year throughout the state to provide employees the information regarding all benefits offered by the Agency, any changes to the Plan, etc. In addition, the Contractor will attend enrollment meetings as requested by the Agency.

Y. **Meeting Attendance:** A condition of this Agreement requires attendance by the Contractor from time to time and as requested at Board, Committee and/or Legislative meetings, as well as informational meetings that pertain to SHB benefit matters. Contractors additionally agree to attend:
   1) Semi-annual performance appraisal meetings, with quarterly feedback (in-person or online), and
   2) Health & Wellness Fairs (in-person or online).

Z. **Presentations:** The Contractor will be required to provide slide and/or video presentations and create comparison of benefits sheets and enrollment forms (including online). No Contractor representative may contact Members directly or participate in meetings to market any other Contractor products.

Reporting: The Contractor will provide experience, financial, and data management reports detailing enrollment, paid claim data, and other information as illustrated in the attached Exhibit B. As requested by the Agency, the Contractor shall make presentations to the legislature, governing boards or entities regarding the status of the medical benefit program. Unless required by the Inspection of Public Records Act, NMSA 1978, Sections 14-2-1 to -12 (1947, as amended through 2013) (the "IPRA") or other applicable law, any confidential information provided by or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Agency without the prior written approval of the Contractor. The Contractor shall report claims denial rates, types of claims denials by category, data regarding appeals outcomes, and the average time to process prior authorizations.

AA. **Performance Guarantees:** The Contractor agrees to the terms and conditions of the Performance Guarantees contained in the contract attached hereto and incorporated by reference. Performance guarantee results will be determined, and penalties will be calculated and reported to the Agency as defined in the contract. Nothing in this Agreement or in the provisions in the contract shall be construed as a liquidated damages clause.

BB. **Additional Services.** The Agency may request, in writing, that the Contractor provide additional Member services or services for other special projects. If the Contractor agrees

to provide such services, the Agency and Contractor shall mutually agree on the duration, scope of the services or project and on a cost estimate. The Contractor shall bill the Agency only for the actual cost of the services agreed upon. "Actual cost" as used in this paragraph is the cost to the Contractor of providing the specific service or project without any additional mark-up. In the event the additional services are requested on an on-going basis rather than a single-event basis, the Agency can terminate the services or project by giving Contractor at least thirty (30) days prior written notice. The Contractor shall be able to bill for all actual costs incurred prior to the date of termination.

CC. **Prescription Drug Implementation.** The Agency will award the contract for prescription drug services in early 2026. Contractor agrees, contingent upon the full cooperation from the PBM, to coordinate and perform ongoing interface services. The Agency will ensure that any agreements required for such services are signed by Pharmacy Benefit Manager (PBM) before Contractor is required to perform the interface services.

DD. **Clinical Reporting:** Contractor shall be required to measure the progress of each Member related to all specific illnesses. This includes clinical results, satisfaction, functional status, as well as Healthcare Effectiveness Data and Information Set (HEDIS) scores, as appropriate. In addition, summary results and percentage enrollment for each illness should be reported to the Agency no less than Quarterly. **Reconciliation File.** The Contractor agrees to submit a reconciliation file to the Agency by the second Tuesday of every month. This file must contain all Members Contractor has enrolled in the Plan as of the date of the file. The file must be received in the format as mutually agreed upon by the Agency and Contractor.

EE. **Customer Satisfaction Survey**. Contractor agrees to conduct an annual customer satisfaction survey at its own expense (Annual CAPHS Survey). The content of the survey shall be reviewed and approved by the Agency.

FF. **Performance Guarantees.** Contractor shall comply with the terms and conditions of the Performance Guarantees attached as Exhibit D and hereby incorporated into and made a part of this Agreement. Nothing in this Agreement or in the provisions of Exhibit D shall be construed as liquidated damages clause.

GG. **Funding and Payment of SHB Claims (self-funded).**

1. The Agency will fund, by wire transfer, amounts sufficient to fund the weekly claims run through the Contractor's designated Claim Payments Account, Contractor shall give weekly notice to the Agency of the amounts required to be transferred to Contractor's Claim Payments Account to fund checks issued during the prior week, the Agency will appropriately fund the Claims Payments Account within ten (10) banking days after the notification from Contractor.

2. Contractor shall issue checks from Contractor's Claims Payments Account to pay benefits in the amount the Contractor determines to be proper under the particular Member's Plan.
3. In the event Contractor pays any person less than the amount to which that person is entitled under the Plan, Contractor will promptly pay the person the amount of fie underpayment and adjust the underpayment by including the additional amount in the following weeks' claims payment request. In the event Contractor overpays any person entitled to benefits under the Plan or pays benefits to any person not entitled to them, Contractor shall take all reasonable steps to recover the overpayment under Contractors standard claims procedures, except that Contractor shall not be required to initiate court proceedings to recover an overpayment. Contractor shall promptly notify the Agency if it is unsuccessful in recovering any overpayment.
4. In accordance with the Termination provision, following termination of this Agreement, the Agency shall remain solely responsible for payment of all Plan benefits due any Provider for services rendered prior to termination.

HH. **Agency Obligations.**

1. Administrative Policies. The Agency will submit all future modifications of the SPD thereof to Contractor for approval. Within thirty (30) days of the date any modification is submitted to Contractor, Contractor will review the modifications and verify Contractor's ability to administer the benefit modification. No modification will be binding upon Contractor or the Providers until approved in writing by Contractor.
2. Employee Contribution Funding and Pricing. The Agency will establish the initial contribution funding of medical plans based on the current claims experience adjusted for medical trend and margin. Annually based on the actual enrollment results of the Agency, new contribution funding for SHB will be actuarially determined by the Agency based on combined age, gender and claim experience factors.
3. The Agency retains responsibility and authority for eligibility determinations and benefit Plan designs. Regarding decisions made on any benefit claims, The disputes or grievances:
    1) The Contractor is responsible for making initial benefit claims decisions and for conducting internal reviews requested by the Member.
    2) The Agency is responsible for the final decisions made on appeal of any benefit claim dispute or grievance.
    3) In the event of a dispute which is presented to the SHB Director, Contractor will provide information relating to the claim, an explanation of the basis of Contractor's decisions and provide additional information as requested by the Agency regarding claim resolution.
    4) In the event of a complaint or an external review request presented to the Office of Superintendent of Insurance, the Agency and Contractor will provide the information relating to the claim, an explanation of the basis of Contractor's decisions and will provide additional information as requested by the Superintendent regarding claim resolution.

5) Any appeal of the Superintendent's external review decision to district court. is the responsibility of the Agency. Contractor, at its option, may also pursue an appeal or participate with the Agency in such an appeal.

Compensation

A. Compensation Schedule. The Agency shall pay to the Contractor based upon fixed prices for Services, per the schedule outlined in Exhibit B, which is hereby incorporated into and made a part of Ibis Agreement, and the claims payment fees in accordance with this Agreement and the Plan.

B. Payment. The total compensation payable to Contractor under this Agreement, including administrative services fees and claims payment, shall be indicated in the contract.

This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide the Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation without this Agreement being amended in writing prior to those Services in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of the Services and upon the receipt and Acceptance of a detailed, certified Payment Invoice, Payment will be made to the Contractors via electronic transfer of funds (ACH payments). In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. Unless otherwise agreed upon between the Agency and the Contractor, within fifteen (15) days from the date the Agency receives written notice from the Contractor that payment is requested for administrative services the Agency shall issue a written certification of complete or partial acceptance or rejection of the administrative services. Unless the Agency gives notice of rejection within the specified time period, the administrative services will be deemed to have been accepted. All Payment Invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes. The Parties agree that gross receipts tax (GRT) is not applicable to the Services in this Agreement on the date this Agreement is executed, and if during the term of this Agreement, GRT or any new compensating tax is imposed upon Contractor by any government agency on the amount of administrative services fees and/or claims fees payable under this Agreement or the number of persons covered, the Parties agree to amend this Agreement to provide that Contractor will be compensated for the associated increase in taxes and the change will be effective

as of the date defined under the applicable tax law. Notwithstanding the foregoing, payment of any other taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s). Contractor shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor.

II. The Contractor will ensure the plan and administration comply with the following requirements as applicable to SHB medical plan:
    1) Claims and Appeals Procedures as required under Department of Labor regulations section 2560.503-1 to the extent Contractor has responsibility for determining claims and/or appeals.
    2) Health Status Discrimination rules prohibiting discrimination based on health status under Department of Labor regulations section 2590.702.
    3) Data Transmission provisions of state law and the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR Parts 160 & 162) regarding the transmission of health information, both in Contractor's capacity as an insurer and, if applicable, as a provider.
    4) Employer Data Transmissions will continue to be accepted from the Agency as plan sponsor (e.g., enrollment, disenrollment, ASO payment transmissions) in the same format as the Agency uses, provided such transmissions comply with the current HIPAA data transmission requirements and as such requirements may be revised during the term of the Agreement.
    5) Privacy and Security provisions of state law and HIPAA (45 CFR Parts 160 & 164) regarding the privacy and security of health information, both in Contractor's capacity as a business associate and, if applicable, as a provider.
    6) Data Bank Reporting. Contractor will report "final adverse actions" occurring after August 21, 1996, and into the future, to the federal National Practitioner Data Bank (NPDB), including:
        a. Reporting to the NPDB any final adverse actions that the Contractor takes in connection with any SHB-sponsored health plan (whether the action involves SHB-sponsored plan as a single party or as party to a multiple party lawsuit or action) within the timeframe and in compliance with other requirements under the HHS regulations.
        b. Notifying the Agency of any NPDB report made in connection with the the Agency's Plan, with a brief description of the subject and substance of the report within 30 days of reporting the "final adverse action" to the NPDB.
    7) Any other applicable requirements of state or federal law imposed on the Contractor in Contractor's status as claims administrator under the health benefits plan.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

a) provide a detailed description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of ASO/TPA services for the medical program. All ASO/TPA medical programs provided to the private sector will also be considered.

b) provide a detailed /biography of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as Account Management team, manager or above of network operations, Claims, Member services. Offeror must include key personnel education, work experience, relevant certifications/licenses

c) indicate how many ASO/TPA medical programs for large employers (5,000 and over) have been installed in the last two years and what percentage of business revenue is derived from ASO/TPA medical programs engagements
d) describe at least two project successes and failures of ASO/TPA medical program engagements. Include how each experience improved the Offeror's services.

2. Organizational References

Offeror must provide a list of a minimum of three (3) external references from similar projects/programs performed for private, state or large local government clients within the last three (3) years. In addition, the Offeror must provide at least one (1) external reference for a terminated private, state or large local government client within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

a) Client name;
b) Project description;
c) Project dates (starting and ending);
d) Technical environment (ASO/TPA medical programs);
e) Staff assigned to reference engagement that will be designated for work per this RFP; and
f) Client project manager name, telephone number, fax number and e-mail address.

The Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must <u>not</u> return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

3. Specifications

Refer to the Medical RFP questionnaire section for specific questions related to each of the sections below

- Implementation
- Account Management
- Provider Network and Provider Relations
- Customer Service and Member Satisfaction
- Claims Processing.
- Communications
- Reporting requirements
- Banking
- Sourcing Requirements
- Legal
- Geo Access
- Plan Design
- Strategic Initiatives
- Technology Capabilities
- Financial

C. BUSINESS SPECIFICATIONS

1. Financial Stability

a) List any pending lawsuit or bankruptcy petitions, any lawsuit or bankruptcy that has been concluded within the last five years, or any current investigation of the offeror, its parent, affiliates, or subsidiaries that may be relevant to the operation of this program. Include a brief description of each item listed.

b) Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report).

2. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to submit a signed form will result in the Offeror's disqualification.**

3. Campaign Contribution Disclosure Form

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

4. Oral Presentation

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

5. Cost

Offerors must complete the Cost Response Form in Appendix D. Cost will be measured by the total cost per state fiscal year for the implementation of their service. The cost should be inclusive of completing all of the specifications related to Random Moment Surveys, Administrative Claiming & Direct Medical Service Cost Reporting & Settlement. All charges listed on Appendix D must be justified and evidence of need documented in the proposal.

6. New Mexico/Native American Resident Preferences

To ensure application of § 13-1-21 NMSA 1978 (as amended), an Offeror **MUST** submit a copy, in this section, of its valid New Mexico/Native Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference Certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Evaluation Factors *(Correspond to Sections IV.B and IV.C)*	**Points Available**
A. Technical Specifications (Total Points)	
B. 1. Organizational Experience	50
B. 2. Organizational References	50
B. 3. Specifications • Implementation	500

• Account Management • Provider Network and Provider Relations • Customer Service and Member Satisfaction • Claims Processing. • Communications • Reporting requirements • Banking • Sourcing Requirements • Legal • Geo Access • Plan Design • Strategic Initiatives • Technology Capabilities • Financial	
B. Business Specifications (Total Points)	600
C.1. Financial Stability	Pass/Fail
C.2. Letter Of Transmittal	Pass/Fail
C.3. Campaign Contribution Disclosure Form	Pass/Fail
C. 4. Oral Presentations	100
C.5. Cost	300
TOTAL POINTS AVAILABLE	**1,000**
C.6. New Mexico / Native American Resident Preference	**80**
C.6. New Mexico / Native American Resident Veteran Preference Points per Section IV C.6	**100**

B. EVALUATION FACTORS

1. B.1 Organizational Experience (See Table 1)

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

2. B.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). The Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

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

3. Specifications

The evaluation committee will utilize the responses from RFP questionnaire to determine a vendor's scores.

4. C.1 Financial Stability (See Table 1)

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

5. C.2 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

6. C.3 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

7. C.4 Oral Presentation (See Table 1)

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the

presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda.

8. C.5 Cost (See Table 1)

The offeror will be evaluated based on the total cost of implementation of the program for the 1-year contract period. The evaluation of each Offeror's cost proposal will be conducted using the following formula

Lowest Responsive Offeror's Cost
---------- X Available Award Points
Each Offeror's Cost

9. C.6. New Mexico/Native American Resident Preferences

Percentages will be determined based upon the point-based system outlined in § 13-1-21 NMSA 1978 (as amended).

A. **New Mexico Resident Business Preference / Native American Resident Preference**

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

B. **New Mexico/Native American Resident Veteran Preference**

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

G. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

H. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II. C.18.

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

serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

HCA SHB Medical RFP
RFP# 26-630-0900-0009

ACKNOWLEDGEMENT OF RECEIPT FORM

This optional Acknowledgement of Receipt Form establishes a distribution list to be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for obtaining responses to written questions and any amendments to the RFP will be through **Submittable electronic procurement system.**

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

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:
To: Elisa Wrede
E-mail: Elisa.wrede@hca.nm.gov
Subject Line: HCA SHB Medical RFP# 26-630-0900-0009

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the

authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____
_____

Amount(s) of Contribution(s) _____
_____

Nature of Contribution(s) _____
_____

Purpose of Contribution(s) _____
_____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR—

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

_____ _____
Signature Date

_____
Title (Position)

APPENDIX C

DRAFT CONTRACT

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

Please refer to "HCA non-IT PSC general funds.pdf".

APPENDIX D

COST RESPONSE FORM

The offeror should indicate a total cost per state fiscal year for implementation of their service. The cost should be inclusive of completing all of the specifications related Random Moment Surveys, Administrative Claiming & Direct Medical Service Cost Reporting & Settlement. The offeror will be evaluated based on the total cost of implementation of the program. Your response should use Appendix D Cost Proposal attachment. Complete each part of each tab.

FIRM NAME:	
SIGNATURE:	DATE:

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E
Letter of Transmittal Form

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

RFP#:_ 26-630-0900-0009_____

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

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

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

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

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

-

3. **Will any subcontractor/s be used in the performance of any resultant contract?** (Select one):
____ No.
____ Yes. Identify subcontractor/s: _____

4. **Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract**? (Select one)
____ No.
____ Yes. Identify entity/-ies: _____

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

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

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

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

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

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to:
Procurement Manager
Name: **Elisa Wrede**
Telephone: 505-231-2630
Email: Elisa.Wrede@hca.nm.gov

by ***11/10/2025 @3:00PM*** MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP# 26-630-0900-0009
ORGANIZATIONAL REFERENCE QUESTIONNAIRE FOR:

_____
(Name of Offeror)

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

Procurement Manager
Name: **Elisa Wrede**
Telephone: 505-231-2630
Email: Elisa.Wrede@hca.nm.gov

Forms must be submitted no later than ***11/10/2025 @3:00PM*****,** and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings. The comments you provide will help the State evaluate the above-referenced Offeror's service history, successful execution of services and evidence of customer/client satisfaction.

For questions or concerns regarding this form, please contact the State of New Mexico **Procurement Manager** at 505-231-2630 or Elisa.Wrede@hca.nm.gov. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	
Technical environment for the project your providing a reference implementation and administration of employer-provided medical coverage	

QUESTIONS:

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

2. How would you rate this firm's knowledge and expertise?
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

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

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

   COMMENTS:

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

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

   COMMENTS:

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

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

COMMENTS:

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

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

Name: _____Rating:

Name: _____Rating:

Name: _____Rating:

Name: _____Rating:

COMMENTS:

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

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS: