NEW MEXICO HEALTH INSURANCE EXCHANGE (NMHIX) REQUEST FOR PROPOSAL FOR

Small Business Health Options (SHOP) Program Management Platform

RFP No. 2018/001

PROPOSALS Issued:
June 8, 2018

Proposals Due:
June 22, 2018

4 P.M. Mountain Time
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1. Background Information

1.1. Background on the New Mexico Health Insurance Exchange

The New Mexico Legislature passed SB 221 and 589 as amended, the “New Mexico Health Insurance Exchange Act” (the “Act”), during the 2013 Regular Session and Governor Susana Martinez signed the Act in law on March 28, 2013. The New Mexico Health Insurance Exchange (NMHIX), also known as beWellnm, was created as a non-profit public corporation. beWellnm’s mission is to provide qualified individuals and employers in New Mexico with increased access to health insurance. beWellnm’s vision is to improve the quality of life for New Mexicans, especially when it comes to their health, their access to health care providers, and their financial security. beWellnm is governed by a 13-member board of directors that was appointed in April 2013. beWellnm has now concluded its fifth open enrollment period which began on November 1, 2017 and finished on December 15, 2017.

In March 2015, the beWellnm board of directors decided to discontinue pursuing its own Individual Exchange information technology platform and established that beWellnm would operate as a State Based Marketplace utilizing the Federal Platform (SBM-FP). beWellnm received acknowledgement from CMS of its updated operating model; beWellnm still operates under that model. For its Small Business Health Options (SHOP) program, beWellnm has been using an information technology solution from GetInsured.

beWellnm Individual and SHOP enrollment as of May 2018 is as follows:

<table>
<thead>
<tr>
<th>Product</th>
<th>May 2018 Enrollment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual Enrollment</td>
<td>48,850</td>
</tr>
<tr>
<td>SHOP Employers</td>
<td>213</td>
</tr>
<tr>
<td>SHOP Enrollment</td>
<td>1,295</td>
</tr>
</tbody>
</table>

1.2. Purpose of the RFP

The purpose of this Request for Proposals (“RFP”) is to contract with a qualified Contractor that will supply, implement, host, maintain, and provide end user support to a SHOP program management platform with shared services capabilities. The program management platform will be used on the front end by employers, employees, and brokers, and on the back end by beWellnm staff. To contract with that same vendor to provide business process support services for beWellnm’s SHOP program.

1.3. Key Terms

The purpose of this Request for Proposals (“RFP”) is to contract with a qualified Contractor that will (1) supply, implement, host, maintain, and provide end user support to a SHOP program management platform with shared services capabilities, and (2) provide business process support
services for beWellnm’s SHOP program. The program management platform will be used on the front end by employers, employees, and brokers, and on the back end by beWellnm staff.

1.4. Key Terms

*Shared services* is a single instance of an information system that is designed for concurrent use by multiple tenants such that the information system’s configuration and performance for one tenant does not limit or compromise the configuration and performance of another tenant. *Tenant* is a group of users belonging to or associated with a single organization who share common access to an information system.
2. **Administrative Information**

2.1. **Procurement Administrator**

The Procurement Administrator for this project shall be:

Jeffery Bustamante  
Director of Policy & Compliance  
New Mexico Health Insurance Exchange 7601  
Jefferson St NE, Suite 160 Albuquerque, NM  
87109  
505-314-5200  
PROPOSALS@nmhix.com  
*(Please include “SHOP Technology Services RFP” in the subject of any emails)*

2.2. **Restriction on Communications**

From the issue date of this RFP, until beWellnm announces its Notice of Intent to Award, all communications related to this RFP must be with the Procurement Administrator listed in Section 2.1. All such communications must be submitted in written form via email to PROPOSALS@nmhix.com. The Procurement Administrator will respond only to written questions regarding the procurement process and this RFP. Oral questions will not be accepted. Bidders may be disqualified if they, or their representatives (i.e., investors, legal representatives, lobbyists, etc) directly or indirectly contact any employee or affiliate of beWellnm including the Board of Directors, regarding this RFP.

2.3. **Questions, Requests for Clarification, and Suggested Changes**

Bidders may submit written questions and requests for clarifications regarding this RFP to the Procurement Administrator by the due date in Section 2.6 “Key Dates”. beWellnm is not obligated to provide answers to written questions. If the questions, requests for clarifications, or suggestions pertain to a specific section of this RFP, the Bidder shall reference the page and section number in accordance with Attachment D, Questions & Answers Template. If beWellnm decides to answer a question or adopt a suggestion that modifies this RFP, beWellnm will issue an addendum to this RFP.

2.4. **Amendment and Withdrawal of this RFP**

beWellnm reserves the right to amend, delay, or withdraw the RFP at any time and for any reason. Amendments and or notices of withdrawal will be sent to the list of Bidders.

2.5. **Amendment and Withdrawal of Proposals**

Bidders may amend or withdraw their Proposals at any time before the Proposal deadline listed under Section 2.6 “Key Dates.” The amendment must be in writing, signed by the Bidder, and received by the
time set for the receipt of Proposals. Bidders must notify the Procurement Administrator in writing prior to the deadline for Proposals if they wish to withdraw their Proposals.

2.6. Submission of Proposals

The Procurement Administrator must receive all components of the Proposals by the deadline listed below. It is Bidder’s responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal.

### Anticipated Key Dates

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Released</td>
<td>June 8, 2018</td>
</tr>
<tr>
<td>Bidder Questions Due</td>
<td>June 12, 2018 4:00 p.m. MDT</td>
</tr>
<tr>
<td>Q&amp;A Released</td>
<td>June 15, 2018</td>
</tr>
<tr>
<td>RFP Responses Due</td>
<td>June 22, 2018 4:00 p.m. MDT</td>
</tr>
<tr>
<td>Bidder Oral Interviews</td>
<td>July 9, 2018</td>
</tr>
<tr>
<td>Best and Final Offer (BAFO) Request</td>
<td>July 10, 2018</td>
</tr>
<tr>
<td>Notice of Intent to Award</td>
<td>July 27, 2018 Contingent upon Board Approval</td>
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</table>

2.7. Costs of Preparing the Proposal

The costs of preparation and delivery of the Proposal are solely the responsibility of the Bidder.

2.8. No Commitment to Contract

beWellnm reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by
2.9. **Rejection of Proposals**

beWellnm may reject outright and not evaluate any Proposal that does not comply with the terms of this RFP.

2.10. **Subcontractors**

The awarded bidder, or Contractor, is solely responsible for fulfillment of the Contract. beWellnm will make payments only to the Contractor. The Contractor will not subcontract any portion of the services to be performed under the Contract without the prior expressed written approval of beWellnm. Any changes to subcontractors shall also be approved by beWellnm. In the event beWellnm approves any subcontractor, the Contractor will remain fully responsible for complying with the duties and obligations under the Contract.

The Contractor will include all proposed subcontractors in their Proposal and submit Letters of Intent to subcontract with the Proposal response pursuant to Sections 4.4.1 and 4.4.4.

Any use of subcontractors by the Contractor will not obligate beWellnm as a party to the subcontract, nor create any right, claim, or interest for the subcontractor against beWellnm, its agents, employees, representatives, or successors. The parties agree that there are no third party beneficiaries, intended or otherwise, to the Contract.

2.11. **Reference Checks**

beWellnm will contact submitted references to assist in the evaluation of the Proposal, to verify information contained in the Proposal, and to discuss the Bidder’s qualifications and the qualifications of any subcontractor identified in the Proposal. beWellnm will check references within 48 hours of receiving the RFP response.

2.12. **Information from Other Sources**

beWellnm reserves the right to obtain and consider information other than that included in an Offeror’s proposal if the Evaluation Committee determines the information may be of assistance in its evaluation of the proposal. Such information may include, but is not limited to, the Offeror’s capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Offeror’s financial stability, past or pending litigation, and other publicly available information. Information from other sources that is considered in the evaluation of any proposal shall be made part of the procurement file and shall be available to all members of the Evaluation Committee.

2.13. **Proposal Clarification Process**

beWellnm reserves the right to contact a Bidder after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, or requests for
corrective pages in the Bidder’s Proposal. beWellnm will not consider information received from or through the Bidder if the information materially alters the content of the Proposal or the type of services the Bidder is offering to beWellnm.

An individual authorized to legally bind the Bidder shall sign responses to any request for clarification. Failure to comply with requests for additional information may result in rejection of the Proposal.

2.14. Disposition of Proposals

All Proposals become the property of beWellnm and shall not be returned to Bidder.

2.15. Contract Oversight

beWellnm will conduct oversight of the Contractor through regular meetings (including Joint Operating Committee Meetings) and monitoring of service level warranties. If there is contract nonperformance or regulatory concerns, beWellnm may require the Contractor to submit a corrective action plan. If remediation is not effectuated within specified time frames, beWellnm reserves the right to sanction the Contractor and possibly terminate the contract for cause.

If there is evidence of nonperformance by a subcontractor, beWellnm reserves the right to conduct oversight activities including imposing corrective action plans and potentially sanctions.

2.16. Confidentiality

beWellnm shall not disclose the content of any Proposal to another Bidder during the evaluation and negotiation process. Any Proposal submitted that contains information that a Bidder believes should remain confidential (after the execution of a contract with the successful Bidder) must be conspicuously marked by the Bidder on the outside of the Proposal as containing confidential information, and each page upon which confidential information appears must also be conspicuously marked as containing confidential information. beWellnm will endeavor to respect the confidentiality of documents so designated by a Bidder, but may only do so within the scope of applicable public records laws, including but not limited to the New Mexico Inspection of Public Records Act. beWellnm makes no promise to the Bidder with respect to beWellnm’s ability to protect the confidentiality of the Proposals.

As between beWellnm and the Bidder, beWellnm will own all right, title, and interest in and to, and all ideas presented in any Proposal, and shall therefore have the right to use any such ideas.

2.17. Release of Claims

By submitting a Proposal, the Bidder agrees that it waives and releases all claims or causes of action against beWellnm based on any misunderstanding concerning the information provided in this RFP or concerning beWellnm failure, negligent or otherwise, to provide the Bidder with pertinent information in this RFP.

2.18. Bidder Interviews

At the sole discretion of beWellnm and/or its Evaluation Committee, some Bidders may be asked to participate in oral interviews, presentations, and/or demonstrations prior to the selection of a Contractor.
This process is intended to allow Bidders to demonstrate their proposed solutions and clarify any elements of their Proposal. Any cost associated with interviews, presentations, and/or demonstrations will be borne solely and entirely by the Bidder. The presentation may occur at beWellnm’s offices, via the Internet, or at another location as specified by beWellnm.

2.19. Award Notice and Acceptance Period

A “Notice of Intent to Award” will be sent to the apparent successful Bidder. Negotiation and execution of the Contract shall be completed promptly and by such time as designated by beWellnm. If the apparent successful Bidder fails to negotiate and execute in good faith a final agreement by that date, the beWellnm, in its sole discretion, may cancel the award and award the Contract to another Bidder. beWellnm believes meets this RFP’s requirements and will provide the best value to beWellnm. A “Notice of Intent to Award” will be sent to the unsuccessful Bidders once a contract is executed or at such other time as designated by beWellnm.

2.20. No Contract Rights until Execution

No Bidder shall acquire any legal or equitable rights through this RFP or any action or inaction by beWellnm unless and until the Contract has been fully executed by the successful Bidder and beWellnm.

2.21. Choice of Law and Forum

This RFP and the Contract shall be governed by the laws of the United States and of the State of New Mexico, without regard to principles of conflicts of law. Any and all litigation or actions commenced in connection with this RFP shall only be brought in a federal or state court of competent jurisdiction in the State of New Mexico.

2.22. Protests

Any actual or prospective Bidder who believes it is aggrieved in connection with the solicitation or award of a Contract hereunder may protest to the Procurement Administrator of beWellnm. Such a protest should be submitted in writing within ten working days after the aggrieved Bidder knows or should have known of the facts giving rise thereto; provided that a protest of an award or proposed award shall in any event be submitted in writing within five working days after the award of the Contract; provided further that no protest based upon the content of the RFP or other solicitation documents shall be considered unless it is submitted in writing prior to the date set for the receipt of offers.

The RFP Procurement Administrator or a beWellnm designee may settle and resolve a protest concerning the solicitation or award of a contract hereunder. If the protest is not resolved by mutual agreement, the beWellnm Executive Director or a designee shall promptly issue a decision in writing to uphold or deny the protest.

2.23. Conflict of Interest
By submitting a quotation pursuant to this RFP, a Bidder warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Bidder certifies requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee, have been followed. The Bidder also certifies compliance with all federal provisions related to conflicts of interest, including but not limited to those contained in 45 C.F.R. 92.36, the Affordable Care Act, and the HHS Grants Policy Statement, published January 1, 2007.
## 3. Scope of Work

### 3.1. Overview

beWellnm is seeking to implement a SHOP program management platform that meets the following functional requirements:

<table>
<thead>
<tr>
<th>Area</th>
<th>Function</th>
<th>Requirements</th>
</tr>
</thead>
</table>
| Plan Management               | Plan Loading and Administration               | • System consumes SHOP Qualified Plan filing information submitted by carriers to the state’s Office of Superintendent of Insurance  
• System incorporates and enables the administration of additional information obtained from carriers; some of this information may be made available to employers and employees to facilitate plan comparison and selection |
| Client Account and Data Management | Account Setup and Maintenance               | • System allows employers to establish and maintain an account within the SHOP program management platform which will give them and their employees access to pertinent functionality |
| Client Account and Data Management | Demographic Changes                   | • System enables beWellnm Administrative Staff, Employer, or employee representatives (broker, agent, etc.) to change items such as date of birth and social security number in real time. |
| Marketplace Experience Management | Full Employer Choice                   | • System allows employer choice either/both horizontally (across health plans) and vertically (across metal tiers).  
• System provides employer with options for setting plan choice for employees (e.g. single plan, full choice, choice within metal category, etc.), as well as for setting contribution levels. |
| Marketplace Experience Management | Full Employee Choice                     | • System allows employee choice either/both horizontally (across health plans) and vertically (across metal tiers).  
• System has a searchable provider directory, out-of-pocket cost calculation functionality and other querying and modeling capabilities designed to help employees make informed plan choices. |
<p>| Marketplace Experience Management | Cost Basis/Reference Plan                 | • System displays the employer cost as a percentage of the reference plan and then allow the employer contribution to be either a percentage or a defined dollar amount, determined by the employer. |
| Marketplace Experience Management | Anonymous Quoting                        | • System allows anonymous quoting for groups up to and beyond 50 employees.                                                                                                                                  |
| Enrollment and Plan Selection Management | Flexible Enrollment Timeframe         | • System allows end-to-end enrollment within flexible timeframes set by the employer, including but not limited to two weeks.                                                                                 |</p>
<table>
<thead>
<tr>
<th>Area</th>
<th>Function</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enrollment and Plan Selection Management</td>
<td>Applications/Employers</td>
<td>• System allows employer to choose effective dates and open enrollment periods.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• System supports real-time capture and subsequent intake, processing and storage of online employer application data elements and documents.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• System supports flexible, beWellnm-configurable timelines for starting and submitting an application and allow administrative overrides to timelines.</td>
</tr>
<tr>
<td>Enrollment and Plan Selection Management</td>
<td>Applications/Employees</td>
<td>• System supports real-time capture and subsequent intake, processing and storage of online employee application data elements and documents, including plans selection and (if applicable) primary care provider selection.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• System supports flexible, beWellnm-configurable timelines for starting and submitting an application and allow administrative overrides to timelines.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• System allows employees to make changes in selections as long as the open enrollment period has not ended.</td>
</tr>
<tr>
<td>Enrollment and Plan Selection Management</td>
<td>File Enrollment Option</td>
<td>• System provides the ability for a broker, Employer and/or beWellnm staff to upload a properly-formatted file of all enrollments/plan selections (New Hires, Annual Open Enrollment, dependents, Life status changes, etc.)</td>
</tr>
<tr>
<td>Enrollment and Plan Selection Management</td>
<td>Paper Enrollment Option</td>
<td>• System supports the manual entry by a beWellnm representative of data from paper applications.</td>
</tr>
<tr>
<td>Enrollment and Plan Selection Management</td>
<td>Eligibility Review/Validation</td>
<td>• System supports verification of employer contacts</td>
</tr>
<tr>
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<td></td>
<td>• System supports verification of group eligibility.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• System supports validation of employer and employee information by leveraging authoritative data sources</td>
</tr>
<tr>
<td>Enrollment and Plan Selection Management</td>
<td>Enrollment/Plan Selection</td>
<td>• System supports transmission of enrollment, maintenance, termination, premium and related reconciliation information to carriers, ideally in HIPAA-compliant formats (e.g. 834 for plan enrollments, 820 for payments to carriers)</td>
</tr>
<tr>
<td>Enrollment Life Cycle Management</td>
<td>Retroactive Activity</td>
<td>• System enables beWellnm staff, brokers, and employers to complete retroactive terminations - group and individual - up to 60 days</td>
</tr>
<tr>
<td>Enrollment and Plan Selection Management</td>
<td>Renewals</td>
<td>• System supports renewal processes for both employers and employees.</td>
</tr>
<tr>
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<td></td>
<td>• System supports auto-renewal capabilities (system-driven creation of a group application and employee applications based on prior year’s choices).</td>
</tr>
<tr>
<td></td>
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<td>• System enables Employer/Broker to show current</td>
</tr>
<tr>
<td>Area</td>
<td>Function</td>
<td>Requirements</td>
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<td>-------------------------------</td>
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<td></td>
<td></td>
<td><strong>Area</strong>                                                                                                                                  <strong>Function</strong>                                                                                                      <strong>Requirements</strong></td>
</tr>
</tbody>
</table>
| Enrollment and Plan Selection Management | Special Enrollment Periods (SEPs) | - System supports employee enrollment changes during a plan year.  
- System supports setting up a SEP, including a high degree of flexibility with regards to the items that constitute a SEP (marriage, divorce, termination due to death, etc.) and the rules for setting effective dates based on different qualifying events.  
- System supports multiple changes for a policy, and the communication of said changes to carriers. |
| Financial Management          | Cash Controls                                 | System supports the following processes:  
- Month-end close  
- Batch controls for posting payments  
- Processing refunds from carrier to employer group through the billing process  
- Batch controls from bank ACH feeds  
- Cash reconciliation from bank, month-end close, reconciliation procedures. |
| Financial Management          | Invoicing for retroactive terminations and additions or adjusting to retroactive terminations and additions as communicated by employer group with payment | - System processes retroactive enrollment changes  
- System enables employer groups must to pay based on their current list bill or enrollment roster. |
| Financial Management          | Accounts Receivable                           | System has cash controls built into the system – batch controls from ACH feeds from bank, month-end close, reconciliation procedures. |
| Financial Management          | Accounts Payable                              | System facilitates a regularly-scheduled, automated premium aggregation process  
- System controls and reconciles bank account holding balances such that it ensures there are funds in the account before premium aggregation can occur  
- System supports the following processes and incorporates them into A/P processes:  
  - Flow back of carrier refunds from the carrier to the employer group |
<table>
<thead>
<tr>
<th>Area</th>
<th>Function</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Management</td>
<td>Financial Reporting</td>
<td>System produces the following reports “out of the box”:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Premium Register, from the system of record, listing all premium bills produced each month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Accounts Receivable Aging Report from the system of record, listing all unpaid invoices – to be run at the end of each month and aged, as of the effective date of coverage</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Pending Accounts Payable Report, from the system of record, listing all payments received from employer groups that have not been sent to carriers. The report should aggregate premium payments by carrier.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Aged Outstanding Accounts Payable register, showing balances not paid to carriers – by employer group.</td>
</tr>
<tr>
<td>Financial Management</td>
<td>Preferred Financial Institution</td>
<td>• System does not restrict beWellnm’s ability to select its bank of choice (preferably a local bank) or change banks as business dictates.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Program management platform supports interfaces to beWellnm’s bank of choice.</td>
</tr>
<tr>
<td>Financial Management</td>
<td>Billing/General</td>
<td>• System supports billing informed by enrollment transactions without requiring manual intervention.</td>
</tr>
<tr>
<td>Financial Management</td>
<td>Processing Refunds/Automated</td>
<td>• System has the ability to set up automated refunds using configurable parameters (e.g. credit on account for a specific number of months).</td>
</tr>
<tr>
<td>Financial Management</td>
<td>Processing Refunds/Manual</td>
<td>• System supports the life-cycle of a refund request from the point of request through the issuance of a check, including any Exchange approval steps</td>
</tr>
<tr>
<td>Financial Management</td>
<td>Remitting Payments to Carriers</td>
<td>• System supports the end-to-end process of remitting premiums to carriers based on flexible, beWellnm-defined frequencies and methods.</td>
</tr>
<tr>
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<td></td>
<td>• System automatically synchronizes payments to accompanying 820 files/reports to carriers.</td>
</tr>
<tr>
<td>Financial Management</td>
<td>Delinquency Management</td>
<td>• System tracks delinquencies by account.</td>
</tr>
<tr>
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<td>• System enables noticing for delinquent accounts from due date, to first notice, to any additional notices, to the termination process.</td>
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<td>• System has highly configurable delinquency management functionality - beWellnm can set and control the timing of notices, the ability to provide a payment threshold (e.g. no notice if amount due is less than $5), and the ability to shield accounts</td>
</tr>
<tr>
<td>Area</td>
<td>Function</td>
<td>Requirements</td>
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<td>from the termination process (such as those with an active appeal).</td>
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<tr>
<td>Broker Supports</td>
<td>Broker Account Management</td>
<td>• System supports payments to brokers</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• System supports management of broker commissions, funding</td>
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<td>• System supports broker certifications</td>
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<td>• System support broker-carrier appointments</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• System has online training tools available to brokers</td>
</tr>
<tr>
<td>Broker Supports</td>
<td>Broker Dashboard</td>
<td>• System enables brokers to manage and have access to reports that lay out their full book of business</td>
</tr>
<tr>
<td>Noticing/Alerts/</td>
<td>Noticing Specific to Account Changes</td>
<td>• System generates noticings of account and record setup</td>
</tr>
<tr>
<td>Correspondence</td>
<td></td>
<td>• System generates noticings specific to demographic changes and other changes to employer or employer accounts and records</td>
</tr>
<tr>
<td>Noticing/Alerts/</td>
<td>Configurable Event-Specific Notices</td>
<td>• System supports event-specific notices to be generated</td>
</tr>
<tr>
<td>Correspondence</td>
<td></td>
<td>• System allows beWellnm to modify letters and e-mail notices including but not limited to: renewal versus a non-renewal, letters for employees or employers who have renewed coverage, new hires vs. annual open enrollment.</td>
</tr>
<tr>
<td>Noticing/Alerts/</td>
<td>Proactive Notices</td>
<td>• System generates e-mails reminding broker and/or employer group to take certain actions.</td>
</tr>
<tr>
<td>Correspondence</td>
<td></td>
<td>• System allows the employer and broker to determine the venue of communications in which they prefer to receive notices (e.g. mail, e-mail).</td>
</tr>
<tr>
<td>Analytics and</td>
<td>Self-Service Analytics and Reporting</td>
<td>• System has functionality that enables beWellnm personnel to engage in analytics, reporting and program administration activities. This functionality includes a broad set of standard reports that covers all SHOP program management functions, the ability to access data stored in the program management platform for ad-hoc analytics and reporting, and visualization capabilities that support dashboards designed for various purposes.</td>
</tr>
<tr>
<td>Reporting</td>
<td></td>
<td>• System enables the “push”/publication of key performance metrics, dashboards and reports, e.g. to beWellnm’s website.</td>
</tr>
</tbody>
</table>

Additionally, there are critical **technical requirements** which beWellnm requires the SHOP program management platform to meet:
<table>
<thead>
<tr>
<th>Area</th>
<th>Requirements</th>
</tr>
</thead>
</table>
| Interfaces and Data Exchanges               | • System has the ability to interface with:  
  - New Mexico Office of the Superintendent of Insurance SERFF  
  - beWellnm financial management system  
  - beWellnm bank of choice  
  • System supports transmission of enrollment, maintenance, termination, premium and related reconciliation information to carriers, ideally in HIPAA-compliant formats (e.g. 834 for plan enrollments, 820 for payments to carriers)  
  • System supports electronic data interchange (EDI) alert messaging to carriers informing them of acknowledgments and failures to acknowledge inbound Eligibility, Effectuation/Confirmation of SHOP Enrollment and Payments.  
  • System provides alert messaging to beWellnm staff upon a failed data exchange. |
| Modularity                                  | • System uses a modular architecture that adheres to Service Oriented Architecture (SOA) principles and is comprised of distinct functionality components that can be added on or removed through installation addition or license expansion without requiring significant effort to add, remove or test. These functionality components should be designed to interoperate with other components, including components developed by other companies.  
  • Modular additions do not require custom programming effort (custom programming hereby defined as software-based functionality developed specifically for beWellnm to meet a business or technical requirement where said functionality is not native to an acquired solution’s module(s) or component(s)).  
  • System is highly re-configurable, providing ability to reposition and rename field labels/data fields, remove or “turn-off” unused fields, maintain data, modify the layout of the user interface, and allow addition of custom-defined fields with no customization. |
| Expandability/Scalability                   | • System accommodates expanding the program management platform’s use to large employer groups; i.e. the platform must be configurable to support all size of employer groups. |
| Information Security                        | • System enforces password-driven system access and role-based security that allow only designated security staff to assign and repeal roles from authorized user accounts as needed and for information to be accessible on a “least-privilege”/”need to know” basis.  
  • System supports field and data level security.  
  • All electronic data transfers and access within the system comply with all applicable state and federal Privacy and Security requirements.  
  • System online user interface functions in a secure, Strong Encryption session.  
  • System supports encryption of data in motion or transit.  
  • System complies with Payment Card Industry (PCI) data security standards. |
| Data and Document Management                | • System maintains a permanent record of all enrollments and premium bills  
  • System houses indexed images of documents in the appropriate database(s) and document management systems so as to maintain the logical relationships between certain documents and certain data and facilitate |
<table>
<thead>
<tr>
<th>Area</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>retrieval of said documents.</td>
</tr>
<tr>
<td></td>
<td>• System provides the ability for concurrent users to simultaneously view the same record, documentation and/or template and, where applicable, work on the same record including create, read, update and delete transactions recording said transactions yet applying the appropriate hierarchy and rules for effecting these transactions based on user group/class/rights. In the event of an update failure, the system notifies the staff that an update was not made.</td>
</tr>
<tr>
<td></td>
<td>• System provides the ability to identify if an error occurred during a data load process and automatically notify a list of contacts by email and direct contact (text, page, or phone), and produce an error report. System automatically generates error reports that specify the type of error (i.e. data error, processing error, system error, etc.). beWellnm-specific error types or codes can be added to the system without the need for custom programming.</td>
</tr>
<tr>
<td></td>
<td>• System provides the ability to roll back the most recent data load.</td>
</tr>
<tr>
<td></td>
<td>• System supports incremental daily backups of all system databases, and full backups executed at least weekly, without said backups impacting or compromising performance in a measurable manner.</td>
</tr>
<tr>
<td></td>
<td>• System is architected and maintained such that beWellnm resources can extract and/or transfer from the system data specific to its programs without requiring a change request or some other request that entails a payment to the vendor for the fulfillment of said request. Accordingly, beWellnm shall have unencumbered, unrestricted access to data specific to its programs throughout the life of its contract with the vendor.</td>
</tr>
<tr>
<td>Audit Support and Compliance</td>
<td>• System contains controls to maintain information integrity; these controls are in place at all appropriate points of processing. Controls can be tested in periodic and spot audits.</td>
</tr>
<tr>
<td></td>
<td>• System maintains an audit trail of all enrollment transactions, including terminations, adjustments, and payments</td>
</tr>
<tr>
<td></td>
<td>• System maintains a detailed log of who, how and when (1) a new record was added and (2) a change in a record or an attribute within a record occurred</td>
</tr>
<tr>
<td></td>
<td>• System ensures that mid-cycle changes in enrollment and any corrections made to an enrollment record do not void enrollment transactions previously billed and do not overwrite a previously invoiced premium bill.</td>
</tr>
<tr>
<td></td>
<td>• System maintains a permanent record of all premium bills</td>
</tr>
<tr>
<td>Platform Administration</td>
<td>System allows for enhanced system administrator capabilities to make the following changes and for those changes to be applied in real time:</td>
</tr>
<tr>
<td></td>
<td>• Resetting employer, employee, and/or agent password</td>
</tr>
<tr>
<td></td>
<td>• Change User Account information</td>
</tr>
<tr>
<td></td>
<td>• Change User roles</td>
</tr>
</tbody>
</table>

In addition to supplying the SHOP program management platform that meets the functional and technical requirements outlined above, Bidders must also have the capability to provide the following **business process supports**:
<table>
<thead>
<tr>
<th>Enrollment and Plan Selection Management</th>
<th>Process manual refund requests</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Management</td>
<td>Research and apply payments that cannot automatically be associated with a customer (suspense account processing)</td>
</tr>
<tr>
<td>Financial Management</td>
<td>Research and apply reverse payments (NSFs) upon notification from the bank</td>
</tr>
<tr>
<td>Financial Management</td>
<td>Perform daily, weekly and monthly reconciliation between the billing system and the bank to ensure all payments and payment reversals tie out to the transactions at the Exchange bank</td>
</tr>
<tr>
<td>Financial Management</td>
<td>Handle Payment Processing (ACH/Lockbox, quality assurance, and reconciliation)</td>
</tr>
<tr>
<td>Financial Management</td>
<td>Process and review financial reports for discrepancy identification</td>
</tr>
<tr>
<td>Financial Management</td>
<td>Generate Recon Reports and resolve discrepancies with carriers on a daily and monthly basis</td>
</tr>
<tr>
<td>Financial Management</td>
<td>Manage and resolve billing and payment escalations from customers</td>
</tr>
<tr>
<td>Financial Management</td>
<td>Process 820s, including carrier payment reconciliation, and approval process with Exchange</td>
</tr>
<tr>
<td>Financial Management</td>
<td>Process paper enrollments</td>
</tr>
<tr>
<td>Financial Management</td>
<td>Process phone payments</td>
</tr>
<tr>
<td>Broker Supports</td>
<td>Manage onboarding of brokers, and execute broker commission process</td>
</tr>
<tr>
<td>Broker Supports</td>
<td>Execute broker commission process</td>
</tr>
</tbody>
</table>

In addition to supplying the SHOP program management platform and business process supports described above, the awarded Bidder will be required to work with beWellnm on the following Contractor tasks (tasks with a * are those that beWellnm expects the Contractor will lead):

- SHOP program management platform implementation project initiation
- Requirement elaboration and specification definition*
- Platform build: configuration, customization and integration*. For purposes of this RFP, the associated contract and project,
  - Configuration is defined as a software application’s features or behavior that can be changed through the use of functionality, tools and/or utilities native to/built into the software application, i.e. without the need for custom programming/coding.
  - Customization is defined as a feature, extension or modification of a software application’s feature that requires custom programming/coding.
  - Integration is defined as the creation of the ability for an information system to consume and/or exchange data with another system, whether in real-time or asynchronously, to achieve an intended purpose.
- Platform testing*
- Knowledge transfer and training
- Data conversion and migration*
- Deployment: cutover and acceptance*
• Implementation closeout
• Platform hosting*
• Platform maintenance*
• Platform end user support*

3.2. Qualifications

A Bidder must meet the following qualifications for beWellnm to consider its proposal; otherwise its proposal will be rejected and not evaluated:

• Bidder must have current contracts to provide a program management platform for either an Individual Marketplace or a SHOP in at least three states; at least two of which, must be SHOP program management platform solutions
• Bidder must offer a SHOP program management platform with shared services capabilities
• Bidder must have either a current shared services contract with a SHOP or a letter of intent to implement one
• Proposed subcontractors must have an active contract with the Bidder, i.e. a contract where they are already providing the business process supports outlined in this RFP

3.3. Contract Terms and Conditions

1. Initial Term

The initial term of this Contract shall begin as soon as possible and will be negotiated by the parties.

2. Additional Terms

The resulting contract may be extended for additional terms by mutual agreement of the parties.

3. Contract

Bidders shall be expected to enter into an agreement with beWellnm containing terms in the Sample Contract attached to this RFP as Attachment A, the Service Level Warranties found in Attachment A, Exhibit C, and other such terms and conditions necessary to achieve the implementation of the agreed upon services. The Sample Contract is a standard professional services agreement that will be modified to reflect the needs of beWellnm concerning the services solicited by this RFP.

beWellnm reserves the right to negotiate with any Bidder provisions in addition to those contained in the sample contract. The contents of this RFP, as revised and/or supplemented, and the successful Bidder’s proposal will be incorporated into and become part of any resultant contract.

beWellnm discourages exceptions to contract terms and conditions. Exceptions may cause a Proposal to be rejected as nonresponsive when, in the sole judgment of the beWellnm (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 which would require a substantial proposal rewrite to correct is proposed.

Should a Bidder object to any of the terms and conditions in the sample contract strongly enough to propose alternate terms and conditions in spite of the above, the Bidder must propose specific alternative language in its proposal by redlining the sample contract. The beWellnm may or may not accept the alternative language. General references to the Bidder’s terms and conditions or attempts at complete substitutions that are not acceptable with beWellnm will result in disqualification of the Bidder’s proposal.

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

4. **Form and Content of Proposals**

4.1. **RFP Deliverables**

Bidder must provide an electronic copy of the Proposal (including all attachments, exhibits, etc.) in Portable Document Format (PDF). The Proposal should conform to the order shown in the following proposal checklist:

<table>
<thead>
<tr>
<th>PROPOSAL CHECKLIST</th>
<th>Proposal Elements</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover Letter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposal Checklist (Attachment B)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qualifications and Experience (Attachment C-1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>References (Attachment C-2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solution and Services (Attachment C-3.1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ability to meet the functional, technical, and business process supports described in Section 3.1 (Attachment C-3.2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ability to Meet User Functionality (Attachment C-3.3)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor Tasks (Attachment C-3.4)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sample Implementation Plan (Attachment C-3.5)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reporting (Attachment C-3.6)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Key Personnel (Attachment C-3.7)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subcontractors (Attachment C-4)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detailed Pricing Proposal (Attachment C-5)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Audited Financial Statements (4.4.1.2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Litigation, if applicable (4.4.1.3)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organizational Chart (4.4.1.4)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Experience (4.4.1.5)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sample Reports (4.4.3.6)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Key Personnel Resumes (4.4.3.7)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Letters of Intent to Subcontract, if applicable (4.4.4)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Page limits are provided for applicable sections of the RFP response. Information provided in attachments (including, flowcharts, diagrams, etc.) will not count towards the page limits.

4.2. **Format and Length**
Proposals should be submitted with single spaced text in 12-point font with one-inch margins. Proposals should be in .pdf format and sent electronically to the following email address: PROPOSALS@nmhix.com (Please include “SHOP Program Platform” in the subject of any emails). All proposals must be submitted by 4:00 pm Mountain Time on Friday, June 22, 2018. All submitted responses will receive an email confirmation when received.

Proposal response templates are found in Attachments C1 through C5. Bidders must use these Attachments in their responses.

4.3. Cover Letter

Provide a one-page cover letter identifying the main contact person for the Proposal, any subcontractors, and confirming your eligibility as a Bidder to this RFP, including a certification in accordance with Section 2.22 and providing evidence that the Bidder meets the requirements in Section 3.2. In the Cover Letter, the Bidder shall also guarantee in writing that the services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm for a minimum of 90 days following the deadline for submitting Proposals.

4.4. Content of Proposal

1. Qualifications and Experience (Attachment C-1) (3 pages excluding attachments)

Please provide responses to the following inquiries:

1. Please provide a summary of Bidder’s products, services and industries/markets served. In the description also include the locations of Bidder’s headquarters and other offices, the year the Bidder’s company was formally established, its number of employees and ownership structure.

2. Please describe the Bidder’s financial condition and (if applicable) its parent and affiliates. Within the past three years, have there been any changes in ownership or restructuring? If anticipated, describe any future, significant changes to the Bidder’s size, product and service offerings, and industries/markets served. Additionally, attach to the proposal the Bidder’s two most recent audited financial statements.

3. Within the past five years, has the Bidder, an officer or principal of the Bidder been involved with any business litigation or other legal proceedings? If yes, please provide the following in an attachment: the date when the litigation or legal proceeding was initiated, the party that initiated the litigation or legal proceeding, a short description of the rationale behind the litigation or legal proceeding, and current status or disposition.

4. Please provide an organizational chart for the Bidder that includes the reporting structure of individuals who will work on the implementation and post-implementation services of the proposed SHOP program management platform and business process supports.

5. Please detail the Bidder’s experience working with state-based marketplaces and carriers operating
within those marketplaces. Provide the following in an attachment: the name of every client which has contracted with the Bidder for marketplace-related information technology solutions and/or business process supports, the contract dates, and a short description of the scope of services for each contract.

2. References (Attachment C-2)

Provide at least three client references. Preference will be given to references that are related to work with employers in New Mexico, with state-based marketplaces, or with government agencies and quasi-governmental agencies. Each reference must include the client contractor contact name, company, physical address, telephone number, email address, length of contract, and services offered. The references must come from the following parties:

• Two from current SHOP clients; one of which operates a shared services solution
• One from a terminated client
• If Bidder has no terminated clients, then Bidder must submit three references from current Individual/SHOP clients

3. Solution and Services (Attachments C-3.1 through C-3.7)

In this section of the proposal, Bidders will address the Scope of Work articulated in Section 3.1 of this RFP. This section of your Proposal must follow the organizational structure and order of the Scope of Work. Bidders must include all items specifically identified in the Scope of Work.

The Bidder’s response should be articulated in a succinct and direct manner. The responses should refrain from statements not directly related to the question and general statements should be supported by factual examples or proof points. **To ensure responses are concise, there will be strict page limits. Page overage may be a factor for disqualification.**

1. Proposed SHOP Program Management Platform Overview Functional and Technical Requirements (7 pages) (Attachment C-3.1): Provide a general description and indicate key features of your proposed SHOP program platform solution. This description should align with functional and technical requirements for the SHOP program management platform as articulated in Section 3.1. Bidders may use narrative, screenshots, diagrams, tables, charts and other means of providing this information. These additional means of providing information will not factor into page limits.

2. Ability to Meet Functional and Technical Requirements (Attachment C-3.2): Complete the Table in Attachment C-3.2 for each element described in Section 3.1

3. Ability to Meet User Functionality (Attachment C-3.3): Complete the Table in Attachment C-3.3.

4. Contractor Tasks (18 pages) (Attachment C-3.4): Describe your approach to new client implementation and post-implementation tasks as listed below and how the Bidder will meet all associated deliverable requirements.
5. **Sample Implementation Plan (Attachment C-3.5)**

The Bidder must attach to this proposal a sample Implementation Plan that is based on its understanding of the requirements associated with this RFP, their commitment to providing resources for implementation of their proposed SHOP program management platform and business process supports, and their assumptions regarding the role of beWellnm resources in various implementation activities. The sample implementation plan must be based on a realistic implementation timeframe assuming an estimated project kick off date of September 1, 2018.

The Implementation Plan must be structured in accordance with Project Management Body of Knowledge (PMBOK) conventions - including a work breakdown structure comprised of project phases, activities and tasks – and include detail sufficient to give beWellnm an understanding of how the Bidder intends to:

- Kick off and thereafter stage and sequence implementation activities;
- Facilitate communication among stakeholders throughout the implementation; and
- Solicit beWellnm input and obtain beWellnm approvals at critical points throughout the implementation.

The Sample Implementation Plan must also provide sufficient detail for beWellnm to ascertain:

- Relationships and dependencies (finish-to-start, start-to-start, start-to-finish) amongst implementation activities, and
- The resources that the Bidder expects beWellnm will make available during the course of implementation.

6. **Reporting.** Complete the Table in Attachment C-3.6. Also attach examples of reports found in Attachment C-3.6. If you do not have a report in production, please indicate with “Not in production”, and indicate whether your implementation includes the development of such a report in the table below.

7. **Key Personnel.** beWellnm expects dedicated key personnel to serve this project before, during and post-implementation. Please complete the chart in Attachment C-3.7. Also attach resumes for each of the key personnel.

4. **Subcontractors (Attachment C-4)**

Attach a list of Bidder’s subcontractors. The list must include the subcontractor contact name, company,
physical address, telephone number, email address, length of contract, and services provided.

 Attach a completed Letter of Intent to Subcontract for each of the subcontractors listed.

 5. Price Proposal (Attachment C-5)

 Provide a price Proposal for all tasks included in the Scope of Work. The Proposal must include all fees and charges for the provision of services. Respondents should provide a breakdown of all fees and costs as outlined in Attachment C-5. If applicable, please identify any costs or expenses, such as travel, for which you would expect reimbursement.

 The price Proposal must be inclusive of all taxes. To the extent the goods and services to be provided under the Contract are subject to any excise tax, public service tax, use tax, or any other federal or state tax, the Contractor, and not beWellnm, shall be responsible for and shall pay such tax. No additional payments shall be made to Contractor, or shall be made on Contractor’s behalf, related to any tax.
5. Proposal Evaluation Process

All Proposals meeting the mandatory requirements of this RFP and received by the deadline will be evaluated by the Evaluation Committee. There will be a two-part evaluation. The first part will involve scoring of the technical proposal, pricing, and references. beWellnm will invite the top two Bidders to conduct an in-person demonstration of their SHOP platform capabilities. Because of the importance of key personnel to a successful implementation and ongoing support, beWellnm will interview Bidders’ proposed key personnel in person. If the third highest Bidder’s score is within 5% of the second highest Bidder, then beWellnm may extend the onsite demonstration and interviews to a third bidder. Below is the scoring percentages for the main components of evaluation.

<table>
<thead>
<tr>
<th>Part 1</th>
<th>100% Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical</td>
<td>70%</td>
</tr>
<tr>
<td>Pricing</td>
<td>20%</td>
</tr>
<tr>
<td>References</td>
<td>10%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2</th>
<th>50% Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capability Demonstration</td>
<td>Up to a 30% increase to Part 1 Score</td>
</tr>
<tr>
<td>Interview with Key Personnel</td>
<td>Up to a 20% increase to Part 1 Score</td>
</tr>
</tbody>
</table>

Proposal materials may become public information following Bidder selection and contract execution.
ATTACHMENT A: SAMPLE CONTRACT

AGREEMENT BETWEEN
THE
NEW MEXICO HEALTH INSURANCE EXCHANGE
AND
_________________________.

THIS AGREEMENT, referred to hereinafter as “Agreement,” is made and entered into by and between the New Mexico Health Insurance Exchange, hereinafter referred to as “NMHIX” or “beWellnm,” and ____________, hereinafter referred to as the “Contractor,” and is effective as of the date when it is executed by NMHIX. This Agreement is the result of NMHIX Procurement # _____________.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work

   A. The Contractor shall perform all services detailed in Exhibit A, Scope of Work, and shall comply with the terms and conditions detailed in Exhibit B, Privacy and Security Standards, both of which are attached to this Agreement and incorporated herein by reference.

   B. In addition to any other reporting provisions required by this Agreement or by law, Contractor shall report to the NMHIX monthly, or according to a different schedule as established by the NMHIX, regarding Contractor’s performance and fulfillment of its obligations under this Agreement.

2. Deliverables and Consideration

   A. NMHIX shall pay to the Contractor in full payment for services satisfactorily performed; all allowable expenses; and applicable gross receipts tax an amount not to exceed $__________. Expenses must be approved by this Agreement or in writing by NMHIX. The New Mexico gross receipts tax, if applicable, levied on the amounts payable under this Agreement may be billed to NMHIX by the Contractor. The Contractor shall be responsible for payment of any tax liability to the appropriate taxing authority.

   B. The amount payable under this Agreement is a maximum and not a guarantee that the work assigned to be performed by the Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to, and Contractor shall not be obligated to, continue to provide services beyond what Contractor has agreed to provide without compensation when the total compensation amount is reached. The Contractor is responsible for notifying NMHIX before the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid in excess of the total compensation amount without this Agreement being amended in writing prior to providing services or incurring expenses in excess of the total compensation amount.
C. All payments are subject to availability of funds pursuant to Paragraph 5, Funding, set forth below, and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work.

D. All invoices, including a detailed statement accounting for all services performed and any expenses, shall be sent to NMHIX at accountspayable@nmhix.com and received by NMHIX no later than fifteen (15) business days after each calendar month in which services were performed or expenses incurred. **Failure to timely submit an invoice shall be a material breach of this Agreement. If the Contractor fails to invoice NMHIX for services performed and expenses incurred in one calendar year by January 31 of the following calendar year, the Contractor will have waived all right to payment for the services performed and expenses incurred in the previous calendar year and expressly agrees that NMHIX shall have no obligation to pay for such services and expenses.**

3. **Term**

This Agreement shall terminate on ____ unless terminated pursuant to Paragraph 4, Termination, or Paragraph 5, funding. This Agreement may be extended for an additional term or terms by mutual agreement of the parties.

4. **Termination**

A. This Agreement may be terminated by the NMHIX, at its discretion and at any time for any reason, upon written notice delivered to the Contractor thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, NMHIX’s sole liability upon such termination shall be to pay for acceptable work performed prior to the notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect any party’s obligations under this Agreement prior to termination. The Contractor shall submit an invoice for all completed work within thirty (30) days of the effective date of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as reasonably determined by NMHIX, or if, during the term of this Agreement, the Contractor or any of its officers, employees, or agents is indicted for fraud, embezzlement, or other crime due to misuse of public funds.

B. In the event of a material default or breach of this Agreement by Contractor, NMHIX shall notify Contractor of such material default or breach and Contractor shall have a period of 30 days, or a longer period if NMHIX and Contractor agree it is necessary, to cure such material breach or default. If Contractor is unable to cure the material default or breach within 30 days or the agreed upon period, NMHIX may notify Contractor of its intent to immediately terminate this Agreement. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE NMHIX’s OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S DEFAULT/BREACH OF THIS AGREEMENT.**
C. Immediately upon receipt of notice of termination of this Agreement, the Contractor shall: 1) not perform additional services without written approval of NMHIX; 2) comply with all directives issued by NMHIX in the notice of termination as to the performance of work under this Agreement; and 3) take such action as NMHIX shall direct for the protection, preservation, retention or transfer of all property titled to NMHIX and records generated under this Agreement. Upon receipt of such notice, the parties agree to negotiate in good faith a transition plan for the wind down of the services. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of NMHIX upon termination and shall be submitted to NMHIX as soon as practicable.

5. Funding

The terms of this Agreement are contingent upon (1) continued authorization of the NMHIX by the Legislature of New Mexico and (2) the ability of NMHIX to obtain necessary funds by assessments, grants, or other means. In the absence of legislative authorization or funding, this Agreement shall terminate immediately upon written notice by NMHIX to the Contractor. NMHIX's determination regarding legislative authorization and funding shall be accepted by the Contractor and shall be final.

6. Status of the Contractor

The Contractor and its agents and employees are independent contractors performing professional services for NMHIX and are not employees of NMHIX. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the NMHIX as a result of this Agreement. The Contractor agrees not to purport to bind NMHIX unless the Contractor has express written authority to do so, and then only within the strict limits of that authority. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation self-employment, business income tax, and gross receipts tax.

7. Assignment

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

8. Subcontracting

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

9. Release
Final payment of the amounts due under this Agreement shall operate as a release of NMHIX, its officers, and employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

10. Confidentiality

A. Any confidential information provided by NMHIX to Contractor or developed by Contractor in the performance of this Agreement shall be kept confidential, and shall not be made available to any individual or organization by Contractor without the prior written approval of NMHIX.

B. Contractor agrees and acknowledges that during the course of performing services under this Agreement Contractor may create, collect, receive, use or otherwise gain access to personally identifiable information, federal tax information, or other private and confidential information. Contractor shall use or disclose such information only to the extent required for the performance of the services under this Agreement and then only to the extent allowed by law. Contractor further agrees that it is a condition of this Agreement that with regard to such information Contractor, and any subcontractors engaged by Contractor to perform services under this Agreement, shall comply with and impose privacy and security standards as outlined in Exhibit B and equal to or more stringent than the standards described in 45 C.F.R. 155.260(a), as those standards may be amended from time to time.

11. Product of Service

A. All materials developed or acquired by the Contractor specifically and solely for the benefit of NMHIX pursuant to the terms of this Agreement, including but not limited to intangible property, shall become the property of NMHIX and shall be delivered to NMHIX no later than the termination date of this Agreement. Intangible property includes but is not limited to: computer software; patents, inventions, formulae, processes, designs, patterns, trade secrets, or know-how; copyrights and literary, musical, or artistic compositions; trademarks, trade names, or brand names; franchises, licenses, or contracts; methods, programs, systems, procedures, campaigns, surveys, studies, forecasts, estimates, customer lists, or technical data; and other similar items.

12. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, and Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents that:

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

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

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of NMHIX within the preceding year and whose official act directly resulted in this Agreement.

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

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

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

C. The Contractor’s representations in Sections A and B of this Paragraph 12 are material representations of fact upon which NMHIX relied when this Agreement was entered into by the parties. The Contractor shall provide immediate written notice to NMHIX if, at any time during the term of this Agreement, the Contractor learns that the Contractor’s representations in Sections A or B of this Paragraph 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that the Contractor’s representations in Sections A or B of this Paragraph 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to NMHIX and notwithstanding anything in the Agreement to the contrary, NMHIX may immediately terminate the Agreement.

D. The Contractor shall provide immediate written notice to NMHIX if, at any time during the term of this Agreement, the Contractor becomes aware of circumstances that suggest a potential conflict of interest or the appearance of impropriety.

13. Amendment

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

14. Merger

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

15. Penalties for Violation of Law
The New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

16. Non-Discrimination and Equal Opportunity Compliance

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

17. Applicable Law; Dispute Resolution

A. Applicable law. The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions.

B. Dispute resolution. Parties to this Agreement shall utilize methods of alternative dispute resolution to resolve disputes arising under this Agreement. NMHIX and Contractor agree to resolve disputes first through good faith negotiation, and if unsuccessful, through mediation and/or arbitration. No dispute arising under or relating to this Agreement may be brought in a court of law. The process for alternative dispute resolution is as follows:

1) Negotiation. The parties are encouraged to resolve disputes through negotiation prior to mediation or arbitration. In the event of any dispute, claim, question, or disagreement arising from or relating to a contract or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, NMHIX and Contractor shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 30 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be mediated or finally settled by arbitration administered by the American Arbitration Association (AAA) in accordance with the provisions of its Commercial Arbitration Rules.

2) Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties may first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures. Parties may agree upon a mediator and the terms of the mediation, or may use an AAA administrator to assist the parties regarding selection of the mediator, scheduling, pre-mediation information exchange and attendance of appropriate parties at the mediation conference. The mediation shall be scheduled within 30 days of notice to the other party that one party seeks to mediate the dispute.

3) Arbitration. If negotiation and mediation fail to resolve the dispute, or the time frames establish for negotiation or mediation pass, a controversy or claim arising out of this Agreement, or the breach of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
4) Time periods. The time periods established in this Paragraph 17 may be amended by mutual agreement of the parties.

18. Workers Compensation

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

19. Records and Financial Audit

A. The Contractor shall maintain detailed time and expenditure records, if any, that indicate the date; time, nature and cost of services rendered during the Agreement’s term and effect and retain them for a period of ten (10) years from the date of completion of this Agreement. The records, if any, shall be subject to inspection by the NMHIX, and may be disclosed by the NMHIX to third parties as required or allowed by law.

B. NMHIX shall have the right to audit billings both before and after payment, including but not limited to a financial statement audit performed in accordance with government accounting standards for financial reporting. The Contractor agrees to be subject to findings and sanctions assessed as a result of any audit and will make repayment of any excessive or illegal payments by NMHIX. Payment under this Agreement, if any, shall not foreclose the right of NMHIX to recover excessive or illegal payments.

20. Indemnification

A. General Indemnification. The Contractor shall defend, indemnify and hold harmless NMHIX, its Board, employees, officers and agents from all third party actions, proceeding, claims, demands, costs, damages, attorneys’ fees and all other liabilities and expenses of any kind from any source which are caused by the negligent act or negligent failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, to the extent resulting in injury or damage to persons or personal property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor for which Contractor is obligated to indemnify NHMIX, the Contractor shall, as soon as practicable but no later than two (2) business days after it receives notice thereof, notify the legal counsel of NMHIX and the Risk Management Division of the New Mexico General Services Department by certified mail.

B. Indemnification for Professional Acts, Errors, or Omissions. Except for professional acts, errors or omissions that are the result of established gross negligence or willful or wanton conduct on the part of the Contractor or its employees, agents, representatives or subcontractors, the General Indemnification shall not apply to professional acts, errors or omission unless covered by Contractor’s Professional Liability insurance.
21. **Invalid Term or Condition**

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

22. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

23. **Notices**

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

To NMHIX:
Cheryl Gardner
CEO, NMHIX
New Mexico Health Insurance Exchange
7601 Jefferson St. NE Suite 160
Albuquerque, NM 87109

To Contractor:
[name, address, and email]

24. **Authority**

If the Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of the Contractor represents that he or she has the power and authority to bind the Contractor, and that no further action, resolution, or approval from the Contractor is necessary to enter into a binding contract.

25. **Debarment and Suspension**

A. Consistent with either 7 C.F.R. Part 3017 or 45 C.F.R. Part 76, as applicable, and as a separate and independent requirement of this Agreement the Contractor certifies by signing this Agreement, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph 25(A); (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from
participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

B. The Contractor’s certification in Paragraph 25(A), above, is a material representation of fact upon which NMHIX relied when this Agreement was entered into by the parties. The Contractor’s certification in Paragraph 25(A), above, shall be a continuing term or condition of this Agreement. As such at all times during the performance of this Agreement, the Contractor must be capable of making the certification required in Paragraph 25(A), above, as if on the date of making such new certification the Contractor was then executing this Agreement for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph 25(A), above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:

(1) The Contractor shall provide immediate written notice to NMHIX if, at any time during the term of this Agreement, the Contractor learns that its certification in Paragraph 25(A), above, was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances.

(2) If it is later determined that the Contractor’s certification in Paragraph 25(A), above, was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to NMHIX, NMHIX may terminate the Agreement.

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

26. Federal Tax Information

A. Performance. In performance of this Agreement, and to the extent required by law, Contractor agrees to comply with and assume responsibility for compliance by Contractor’s employees with the following requirements:

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

ii. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement or as otherwise required by law. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.
All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this Agreement will be subcontracted without ensuring compliance with appropriate safeguards.

The Contractor will maintain a list of employees authorized access. Such list will be provided to NMHIX and, upon request, to the IRS reviewing office.

NMHIX will have the right to void the Agreement if the Contractor fails to provide the safeguards described above.

B. Criminal/Civil Sanctions for Disclosure of Protected Information. In performance of this Agreement, and to the extent required by law, Contractor agrees to the following requirements:

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

ii. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any returns or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as one (1) year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal
to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure
with respect to which such defendant is found liable or the sum of the actual damages
sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in
the case of a willful inspection or disclosure which is the result of gross negligence,
punitive damages, plus the costs of the action. The penalties are prescribed by IRC
Sections 7213A and 7431.

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

iv. Granting a Contractor access to Federal Tax Information (FTI) must be preceded by
certifying that each individual understands NMHIX’s security policy and procedures for
safeguarding IRS information. The Contractors must maintain their authorization to
access FTI through annual recertification. The initial certification and recertification must
be documented and placed in NMHIX’s files for review. As part of the certification and
at least annually afterwards, contractors should be advised of the provisions of IRC
Sections 7431, 7213, and 7213A. The training provided before the initial certification and
annually thereafter must also cover the incident response policy and procedure for
reporting unauthorized disclosures and data breaches (See IRS Publication 1075, Tax
Information Security Guidelines). For both the initial certification and the annual
certification, the Contractor should sign, either with ink or electronic signature, a
confidentiality statement certifying their understanding of the security requirements

27. Force Majeure

No party shall be deemed in default of, nor shall any party be liable for any damages suffered or costs
incurred by another party arising out of any cessation, interruption, delay or failure to perform its obligations
under this Agreement if such cessation, interruption, delay or failure results from causes beyond the party’s
reasonable control, including, without limitation, earthquake, flood, storm or other natural disaster, act of God,
acts of war, epidemics, acts of government, power failures, malicious network attacks, nuclear accidents, and
acts of terrorism.

28. Insurance

A. The Contractor shall not begin the services required under this Agreement until it has: (a)
obtained, and upon NMHIX’s request provided to NMHIX, insurance certificates reflecting evidence of all
insurance required herein; however, the NMHIX reserves the right to request, and the Contractor shall submit, copies of any policy upon reasonable request by NMHIX; (b) obtained NMHIX approval of each company or companies as required below; and (c) confirmed that all policies contain the specific provisions required. Contractor’s liabilities, including but not limited to Contractor’s indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor’s failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of Agreement by NMHIX.

Further, the Contractor shall not modify any policy or endorsement thereto which increases NMHIX’s exposure to loss for the duration of this Agreement.

B. Types of Insurance. At all times during the term of this Agreement, the Contractor shall maintain insurance coverage as follows:

1. Commercial General Liability (CGL) Insurance must be written on an ISO Occurrence form or an equivalent form providing coverage at least as broad which shall cover liability arising from bodily injury, personal injury or property damage providing the following minimum limits of liability.

   | General Annual Aggregate | $2,000,000 |
   | (other than Products/Completed Operation) |

   | Products/Completed Operations Aggregate Limit | $2,000,000 |

   | Personal Injury Limit | $2,000,000 |

   | Each Occurrence | $1,000,000 |

2. Automobile Liability. For all of the Contractor's automobiles including owned, hired and non-owned automobiles, the Contractor shall keep in full force and effect, automobile liability insurance providing coverage at least as broad for bodily injury and property damage with a combined single limit of not less than $1 million per accident. An insurance certificate shall be submitted to NMHIX that reflects coverage for any automobile.

3. Professional Liability. For the Contractor and all of the Contractor's employees who are to perform professional services under this Agreement, the Contractor shall keep in full force and effect, Professional Liability insurance for any professional acts, errors or omissions. Such policy shall provide a limit of not less than $1,000,000 per claim and $1,000,000 annual aggregate. The Contractor shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the first work performed under this Agreement; and (2) the policy will be maintained in force for a period of three years after substantial completion of the project or termination of this Agreement whichever occurs last. If professional services rendered under this
Agreement include work relating to environmental or pollution hazards, the Contractors policy shall not contain exclusions for those activities.

(4) Workers' Compensation. For all of the Contractor's employees who are subject to this Agreement and to the extent required by any applicable state or federal law, the Contractor shall keep in full force and effect, a Workers' Compensation policy & Employers Liability policy. That policy shall provide

Employers Liability Limits as follows:

Bodily Injury by Accident $500,000 Each Accident
Bodily Injury by Disease $500,000 Each Employee
Bodily Injury by Disease $500,000 Policy Limit

The Contractor shall provide an endorsement that the insurer waives the right of subrogation against NMHIX and its respective officials, officers, employees, agents, volunteers and representatives.

C. Cancellation. Except as provided for under New Mexico law, all policies of insurance required hereunder must provide that the NMHIX is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Cancellation provisions in insurance certificates shall not contain the qualifying words “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives”. In the event the Contractors’ insurance carriers will not agree to this notice requirement, the Contractor will provide written notice to the NMHIX within four working days of Contractors receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

D. Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated “A-” and “V” or better by the A.M. Best Key Rating Guide, that are authorized to do business in the State of New Mexico, and that have been approved by the NMHIX. The NMHIX will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State of New Mexico.

E. Deductibles. All deductibles or co-payments on any policy shall be the responsibility of the Contractor.

F. Specific Provisions Required. Each policy shall expressly provide, and an endorsement shall be submitted to the NMHIX, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional Insured, the NMHIX and its respective officials, officers, employees, agents, volunteers and representatives.

G. All policies required herein are primary and non-contributory to any insurance that may be carried by the NMHIX and its officials, officers, employees, agents, volunteers and representatives, as reflected in an endorsement which shall be submitted to the NMHIX.

H. The Contractor agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the NMHIX’s exposure to loss.
I. Before performing any Professional Services, the Contractor shall provide the NMHIX with all Certificates of Insurance accompanied with all endorsements.

J. The NMHIX reserves the right, from time to time, to review the Contractor’s insurance coverage, limits, and deductible and self-insured retentions to determine if they are acceptable to the NMHIX. The NMHIX will reimburse the Contractor for the cost of the additional premium for any coverage requested by the NMHIX in excess of that required by this Agreement without overhead, profit, or any other markup.

K. The Contractor may obtain additional insurance not required by this Agreement.

29. New Mexico Tort Claims Act

Any liability incurred by NMHIX in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq., as amended. NMHIX and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

30. Communications

The NMHIX desires to maintain a consistent and coherent public message regarding the work of the NMHIX, its contracting partners, and the contractual relationship between the NMHIX and its contracting partners. Contractor expressly acknowledges the NMHIX’s interest in this regard and agrees that Contractor shall not communicate with the media or the public regarding this Agreement or the work performed pursuant to this Agreement, during the term of the Agreement and for a reasonable period of time following the termination of this Agreement, without requesting and receiving authorization from the NMHIX to engage in the communications. Contractor also agrees to comply with the NMHIX Communications Policy, as it may be amended from time to time.

31. Compliance with Law

The Contractor agrees to comply with all laws and regulations that are applicable to this Agreement and the Contractor’s Scope of Work now enacted or that become effective during the term of this Agreement, including but not limited to, laws and regulations enacted pursuant to the Affordable Health Care Act.

32. Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signatures below.

____________________________________  ______________________________
Cheryl Gardner, NMHIX CEO               Date

____________________________________  ______________________________
Contractor                                Date
EXHIBIT A

Scope of Work
Exhibit B

Privacy and Security Standards

Definitions. Capitalized terms not otherwise specifically defined in this specific term and condition shall have the meaning set forth in Section B.

Authorized Functions. Contractor may collect, handle, disclose, access, maintain, store, and/or use PII of Consumers, Applicants, Qualified Individuals, Qualified Employers, Qualified Employees, or Enrollees, or from these individuals’ legal representative(s) or Authorized Representative(s), only to perform the required duties described in section 1311(i)(3) of the Affordable Care Act, 45 CFR 155.210(e), the Cooperative Agreement to Support Navigators in Federally-Facilitated and State Partnership Exchanges Funding Opportunity Announcement (“Navigator FOA”), and 45 CFR 155.215(a)(1)(iii), as well as in Contractor’s approved work and project plans.

The required duties that will most likely involve the collection, handling, disclosure, access, maintenance, storage and/or use of PII of Consumers, Applicants, Qualified Individuals, Qualified Employers, Qualified Employees, or Enrollees, or from these individuals’ legal representatives(s) or Authorized Representatives, include the following:

- Provide information and services in a fair, accurate, and impartial manner. Such information must acknowledge other health programs such as Medicaid and CHIP;
- Facilitate selection of a QHP;
- Provide referrals to any applicable office of health insurance consumer assistance or health insurance ombudsman established under Section 2793 of the PHS Act, or any other appropriate State agency or agencies, for any enrollee with a grievance, complaint, or question regarding their health plan, coverage, or a determination under such plan or coverage; and
- Provide information in a manner that is culturally and linguistically appropriate to the needs of the population being served by the Exchange, including individuals with limited English proficiency, and ensure accessibility and usability of Health care guide tools and functions for individuals with disabilities in accordance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

Such information may not be reused for any other purpose.

Other Required Duties: Contractor must also maintain expertise in eligibility, enrollment, and program specifications and conduct public education activities to raise awareness about the Exchange; however, it is not expected or required that Contractor collect, handle, disclose, access, maintain, store and/or use PII of Consumers, Applicants, Qualified Individuals, Qualified Employers, Qualified Employees, or Enrollees, or from these individuals’ legal representatives(s) or Authorized Representatives for this function. To the extent that Contractor does so, it must comply with all of the provisions of this specific term and condition, as well as Sections A and B that apply to Contractor’s activities.

PII Received. Subject to the terms and conditions of this Agreement and applicable laws, in performing the tasks contemplated under this Agreement, Contractor may create, collect, disclose, access, maintain, store, and/or use the following PII from Consumers, Applicants, Qualified Individuals, Qualified Employers, Qualified Employees, or Enrollees, or from these individuals’ legal representative(s) or Authorized Representative(s):

43
APTC percentage and amount applied
Auto disenrollment information
Applicant Name
Applicant Address
Applicant Birthdate
Applicant Telephone number
Applicant Email
Applicant spoken and written language preference
Applicant Medicaid Eligibility indicator, start and end dates
Applicant Children’s Health Insurance Program eligibility indicator, start and end dates
Applicant QHP eligibility indicator, start and end dates
Applicant APTC percentage and amount applied eligibility indicator, start and end dates
Applicant household income
Applicant Maximum APTC amount
Applicant CSR eligibility indicator, start and end dates
Applicant CSR level
Applicant QHP eligibility status change
Applicant APTC eligibility status change
Applicant CSR eligibility status change
Applicant Initial or Annual Open Enrollment Indicator, start and end dates
Applicant Special Enrollment Period eligibility indicator and reason code
Contact Name
Contact Address
Contact Birthdate
Contact Telephone number
Contact Email
Contact spoken and written language preference
Enrollment group history (past six months)
Enrollment type period
FFE Applicant ID
FFE Member ID
Issuer Member ID
Net premium amount
Premium Amount, start and end dates
Pregnancy status indicator
PII related to any enrollee with a grievance, complaint, or question regarding their health plan, coverage, or a determination as described in 45 CFR §155.210(e)(4)
Special enrollment period reason
Subscriber Indicator and relationship to subscriber
Social Security Number
Tobacco use indicator and last date of tobacco

Storing PII. Contractor is not expected or required to maintain or store any of the above listed PII as a result of carrying out the Authorized Functions described above or any other required duties, other than in connection with the storage of consent forms required by this specific term and condition. To the extent that Contractor does maintain or store information, it must comply with all of the provisions of this specific term and condition and Sections A and B that address maintenance or storage of PII.

Privacy and Security Obligations of Contractor. As a condition of this contract, Contractor will implement and comply with all Exchange privacy and security standards set forth in this specific term

Consent Form. Prior to collecting any PII, Contractor must obtain the consent of Consumers, Applicants, Qualified Individuals, Qualified Employers, Qualified Employees, or Enrollees or these individuals’ legal representative(s) or Authorized Representative(s) to assist them with the Marketplace eligibility and enrollment process or other post-enrollment assistance. A template consent form has been provided separately to all Contractors.

Applicability to Workforce. Contractor must impose the same standards described in this specific term and condition and in Sections A and B on all Workforce members, including subcontractors, working with the Contractor on this contract program.

Survival. Contractor covenants and agrees to destroy all PII of Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or those individuals’ legal representatives or Authorized Representatives in its possession at the end of the record retention period required under this specific term and condition and Sections A and B. If, upon the termination or expiration of this contract, the Health care guide has in its possession PII for which no retention period is specified in this specific term and condition and/or Sections A and B, such PII shall be destroyed within 30 Days of the termination or expiration of this contract. Contractor’s duty to protect and maintain the privacy and security of PII, as provided for in accordance with this specific term and condition, and Sections A and B, shall continue in full force and effect until such PII is destroyed and shall survive the termination or withdrawal of the Health care guide Contractor and/or expiration of this Agreement.

Section A: Special Terms and Conditions

PRIVACY AND SECURITY STANDARDS
AND
IMPLEMENTATION SPECIFICATIONS FOR NON-EXCHANGE ENTITIES

Statement of Applicability:

These standards and implementation specifications are established in accordance with Section 1411(g) of the Affordable Care Act (42 U.S.C. § 18081(g)) and 45 CFR 155.260. All terms used herein carry the meanings assigned in Section B, which is also included in this document.

The standards and implementation specifications that are set forth in this Section A and Version 1.0 of the MARS-E suite of documents (which can be found at http://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/) are the same as, or more stringent than, the privacy and security standards and implementation specifications that have been established for the Federally-Facilitated Exchanges (“FFEs”) under Section 1321(c) of the Affordable Care Act (42 U.S.C. § 18041(c)).

The New Mexico Health Insurance Exchange (NMHIX) will enter into contracts (hereinafter “Agreement” or “Agreements”) with Non-Exchange Entities that gain access to Personally Identifiable Information (“PII”) exchanged with the FFE and NMHIX, or directly from Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or these individuals’ legal representatives or Authorized Representatives. That Agreement including this Section A, govern any PII
that is created, collected, disclosed, accessed, maintained, stored, or used by Non-Exchange Entities in the context of the FFE. In signing that Agreement, in which this Section A has been incorporated, Non-Exchange Entities agree to comply with the standards and implementation specifications laid out in this document and the referenced MARS-E suite of documents while performing the Authorized Functions outlined in their respective Agreements.

NON-EXCHANGE ENTITY PRIVACY AND SECURITY STANDARDS AND IMPLEMENTATION SPECIFICATIONS

In addition to the standards and implementation specifications set forth in the MARS-E suite of documents noted above, Non-Exchange Entities must meet the following privacy and security standards and implementation specifications to the extent they are not inconsistent with any applicable MARS-E standards.

1. **Individual Access to PII**: In keeping with the standards and implementation specifications used by the FFE, Non-Exchange Entities that maintain and/or store PII must provide Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or these individuals’ legal representatives and Authorized Representatives, with a simple and timely means of appropriately accessing PII pertaining to them and/or the person they represent in a physical or electronic readable form and format.

   a. **Standard**: Non-Exchange Entities that maintain and/or store PII must implement policies and procedures that provide access to PII upon request.

   i. **Implementation Specifications**:

      1. Access rights must apply to any PII that is created, collected, disclosed, accessed, maintained, stored, and used by the Non-Exchange Entity to perform any of the Authorized Functions outlined in their respective agreements with the NMHIX.

      2. The release of electronic documents containing PII through any electronic means of communication (e.g., e-mail, web portal) must meet the verification requirements for the release of “written documents” in Section (5)b below.

      3. Persons legally authorized to act on behalf of the Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers regarding their PII, including individuals acting under an appropriate power of attorney that complies with applicable state and federal law, must be granted access in accordance with their legal authority. Such access would generally be expected to be coextensive with the degree of access available to the Subject Individual.

      4. At the time the request is made, the Consumer, Applicant, Qualified Individual, Enrollee, Qualified Employees, Qualified Employers, or these individuals’ legal representatives or Authorized Representatives should generally be required to specify which PII he or she would like access to.
The Non-Exchange Entity may assist them in determining their Information or data needs if such assistance is requested.

5. Subject to paragraphs (1) a.i.6 and 7 below, Non-Exchange Entities generally must provide access to the PII in the form or format requested, if it is readily producible in such form or format.

6. The Non-Exchange Entity may charge a fee only to recoup their costs for labor for copying the PII, supplies for creating a paper copy or a copy on electronic media, postage if the PII is mailed, or any costs for preparing an explanation or summary of the PII if the contractors has requested and/or agreed to receive such summary. If such fees are paid, the Non-Exchange Entity must provide the requested copies in accordance with any other applicable standards and implementation specifications.

7. A Non-Exchange Entity that receives a request for notification of, or access to PII must verify the requestor’s identity in accordance with Section (5)b.

8. A Non-Exchange Entity must complete its review of a request for access or notification (and grant or deny said notification and/or access) within 30 days of receipt of the notification and/or access request.

9. Except as otherwise provided in (1)a.i.10, if the requested PII cannot be produced, the Non-Exchange Entity must provide an explanation for its denial of the notification or access request, and, if applicable, information regarding the availability of any appeal procedures, including the appropriate appeal authority’s name, title, and contact information.

10. Unreviewable grounds for denial. Non-Exchange Entities may deny access to PII that they maintain or store without providing an opportunity for review, in the following circumstances:
   a. If the PII was obtained or created solely for use in legal proceedings;
   b. If the PII is contained in records that are subject to a law that either permits withholding the PII or bars the release of such PII.

(2) Openness and Transparency. In keeping with the standards and implementation specifications used by the FFE, Non-Exchange Entities must ensure openness and transparency about policies, procedures, and technologies that directly affect Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employers, and Qualified Employees, and their PII.

   a. Standard: Privacy Notice Statement. Prior to collecting PII, the Non-Exchange Entity must provide a notice that is prominently and conspicuously displayed on a public facing Web site, if applicable, or on the electronic and/or paper form the Non-Exchange Entity will use to gather and/or request PII.
      i. Implementation Specifications.
         1. The statement must be written in plain language and provided in a manner that is accessible and timely to people living with disabilities and with limited English proficiency.
         2. The statement must contain at a minimum the following information:
a. Legal authority to collect PII;
b. Purpose of the information collection;
c. To whom PII might be disclosed, and for what purposes;
d. Authorized uses and disclosures of any collected information;
e. Whether the request to collect PII is voluntary or mandatory under the applicable law;
f. Effects of non-disclosure if an individual chooses not to provide the requested information.

3. The Non-Exchange Entity shall maintain its Privacy Notice Statement content by reviewing and revising as necessary on an annual basis, at a minimum, and before or as soon as possible after any change to its privacy policies and procedures.

4. If the Non-Exchange Entity operates a Web site, it shall ensure that descriptions of its privacy and security practices, and information on how to file complaints with NMHIX and the Non-Exchange Entity, are publicly available through its Web site.

(3) **Individual choice.** In keeping with the standards and implementation specifications used by the FFE, Non-Exchange Entities should ensure that Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or these individuals’ legal representatives or Authorized Representatives, are provided a reasonable opportunity and capability to make informed decisions about the creation, collection, disclosure, access, maintenance, storage, and use of their PII.

a. **Standard: Informed Consent.** The Non-Exchange Entity may create, collect, disclose, access, maintain, store, and use PII from Consumers, Applicants, Qualified Individuals, Enrollees, or these individuals’ legal representatives or Authorized Representatives, only for the functions and purposes listed in the Privacy Notice Statement and any relevant agreements in effect as of the time the information is collected, unless the NMHIX, the FFE or Non-Exchange Entity obtains informed consent from such individuals.

i. **Implementation specifications:**

1. The Non-Exchange Entity must obtain informed consent from individuals for any use or disclosure of information that is not permissible within the scope of the Privacy Notice Statement and any relevant agreements that were in effect as of the time the PII was collected. Such consent must be subject to a right of revocation.

2. Any such consent that serves as the basis of a use or disclosure must:
   a. Be provided in specific terms and in plain language;
   b. Identify the entity collecting or using the PII, and/or making the disclosure;
   c. Identify the specific collections, use(s), and disclosure(s) of specified PII with respect to a specific contractor(s);
   d. Provide notice of an individual’s ability to revoke the consent at any time.
3. Consent documents must be appropriately secured and retained for 10 years.

(4) **Creation, collection, disclosure, access, maintenance, storage, and use limitations.** In keeping with the standards and implementation specifications used by the NMHIX and by the FFE, Non-Exchange Entities must ensure that PII is only created, collected, disclosed, accessed, maintained, stored, and used, to the extent necessary to accomplish a specified purpose(s) in the Agreement and any appendices. Such information shall never be used to discriminate against a Consumer, Applicant, Qualified Individual, Enrollee, Qualified Employee, or Qualified Employer.

   a. **Standard:** Other than in accordance with the consent procedures outlined above, the Non-Exchange Entity shall only create, collect, disclose, access, maintain, store, and use PII:
      1. To the extent necessary to ensure the efficient operation of the Exchange;
      2. In accordance with its published Privacy Notice Statement and any applicable agreements that were in effect at the time the PII was collected, including the consent procedures outlined above in Section (3) above; and/or
      3. In accordance with the permissible functions outlined in the regulations and agreements between NMHIX and the Non-Exchange Entity.

   b. **Standard:** Non-discrimination. The Non-Exchange Entity should, to the greatest extent practicable, collect PII directly from the Consumer, Applicant, Qualified Individual, Enrollee, Qualified Employee, or Qualified Employer, when the information may result in adverse determinations about benefits.

   c. **Standard:** Prohibited uses and disclosures of PII
      i. **Implementation Specifications:**
         1. The Non-Exchange Entity shall not request Information regarding citizenship, status as a national, or immigration status for an individual who is not seeking coverage for himself or herself on any application.
         2. The Non-Exchange Entity shall not require an individual who is not seeking coverage for himself or herself to provide a social security number (SSN), except if an Applicant’s eligibility is reliant on a tax filer’s tax return and their SSN is relevant to verification of household income and family size.
         3. The Non-Exchange Entity shall not use PII to discriminate, including employing marketing practices or benefit designs that will have the effect of discouraging the enrollment of individuals with significant health needs in QHPs.

(5) **Data quality and integrity.** In keeping with the standards and implementation specifications used by NMHIX and by the FFE, Non-Exchange Entities should take reasonable steps to ensure that PII is complete, accurate, and up-to-date to the extent such data is necessary for the Non-Exchange
Entity’s intended use of such data, and that such data has not been altered or destroyed in an unauthorized manner, thereby ensuring the confidentiality, integrity, and availability of PII.

a. Standard: Right to Amend, Correct, Substitute, or Delete PII. In keeping with the standards and implementation specifications used by NMHIX and by the FFE, Non-Exchange Entities must offer Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or these individuals’ legal representatives or Authorized Representatives, an opportunity to request amendment, correction, substitution, or deletion of PII maintained and/or stored by the Non-Exchange Entity if such individual believes that the PII is not accurate, timely, complete, relevant, or necessary to accomplish an Exchange-related function, except where the Information questioned originated from other sources, in which case the individual should contact the originating source.

i. Implementation Specifications:

1. Such individuals shall be provided with instructions as to how they should address their requests to the Non-Exchange Entity’s Responsible Official, in writing or telephonically. They may also be offered an opportunity to meet with such individual or their delegate(s) in person.

2. Such individuals shall be instructed to specify the following in each request:
   a. The PII they wish to correct, amend, substitute or delete;
   b. The reasons for requesting such correction, amendment, substitution, or deletion, along with any supporting justification or evidence.

3. Such requests must be contracted or denied within no more than 10 working days of receipt.

4. If the Responsible Official (or their delegate) reviews these materials and ultimately agrees that the identified PII is not accurate, timely, complete, relevant or necessary to accomplish the function for which the PII was obtained/provided, the PII should be corrected, amended, substituted, or deleted in accordance with applicable law.

5. If the Responsible Official (or their delegate) reviews these materials and ultimately does not agree that the PII should be corrected, amended, substituted, or deleted, the requestor shall be informed in writing of the denial, and, if applicable, the availability of any appeal procedures. If available, the notification must identify the appropriate appeal authority including that authority’s name, title, and contact information.

b. Standard: Verification of Identity for Requests to Amend, Correct, Substitute or Delete PII. In keeping with the standards and implementation specifications used by the NMHIX and the FFE, Non-Exchange Entities that maintain and/or store PII must develop and implement policies and procedures to verify the identity of any person who requests access to; notification of; or amendment, correction, substitution, or deletion of PII that is maintained by or for the Non-Exchange Entity. This includes confirmation of an individuals’ legal or personal authority to access; receive notification of; or seek amendment, correction,
substitution, or deletion of a Consumer’s, Applicant’s, Qualified Individuals’, Enrollee’s, Qualified Employee’s, or Qualified Employer’s PII.

i. **Implementation Specifications:**

1. The requester must submit through mail, via an electronic upload process, or in-person to the Non-Exchange Entity’s Responsible Official, a copy of one of the following government-issued identification: a driver’s license, school identification card, voter registration card, U.S. military card or draft record, identification card issued by the federal, state or local government, including a U.S. passport, military dependent’s identification card, Native American tribal document, or U.S. Coast Guard Merchant Mariner card.

2. If such requester cannot provide a copy of one of these documents, he or she can submit two of the following documents that corroborate one another: a birth certificate, Social Security card, marriage certificate, divorce decree, employer identification card, high school or college diploma, and/or property deed or title.

c. **Standard: Accounting for Disclosures.** Except for those disclosures made to the Non-Exchange Entity’s Workforce, or sub-contractor, who have a need for the record in the performance of their duties; and the disclosures that are necessary to carry out the required functions of the Non-Exchange Entity, Non-Exchange Entities that maintain and/or store PII shall maintain an accounting of any and all disclosures.

i. **Implementation Specifications:**

1. The accounting shall contain the date, nature, and purpose of such disclosures, and the name and address of the person or agency to whom the disclosure is made.

2. The accounting shall be retained for at least 10 years after the disclosure, or the life of the record, whichever is longer.

3. Notwithstanding exceptions in Section (1)a.10, this accounting shall be available to Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, Qualified Employers, or these individuals’ legal representatives or Authorized Representatives, on their request per the procedures outlined under the access standards in Section (1) above.

(6) **Accountability.** In keeping with the standards and implementation specifications used by the FEE, Non-Exchange Entities should adopt and implement the standards and implementation specifications in this document and the cited MARS-E document suite, in a manner that ensures appropriate monitoring and other means and methods to identify and report Incidents and/or Breaches.

a. **Standard: Reporting.** The Non-Exchange Entity must implement Breach and Incident handling procedures that are consistent with CMS’ Incident and Breach Notification
Procedures and memorialized in the Non-Exchange Entity’s own written policies and procedures. Such policies and procedures would:

i. Identify the Non-Exchange Entity’s Designated Privacy Official, if applicable, and/or identify other personnel authorized to access PII and responsible for reporting and managing Incidents or Breaches to CMS.

ii. Provide details regarding the identification, response, recovery, and follow-up of Incidents and Breaches, which should include information regarding the potential need for CMS to immediately suspend or revoke access to the Hub for containment purposes; and

iii. Require reporting any Incident or Breach of PII to the CMS IT Service Desk by telephone at (410) 786-2580 or 1-800-562-1963 or via email notification at cms_it_service_desk@cms.hhs.gov within required time frames.

b. Standard: Standard Operating Procedures. The Non-Exchange Entity shall incorporate privacy and security standards and implementation specifications, where appropriate, in its standard operating procedures that are associated with functions involving the creation, collection, disclosure, access, maintenance, storage, or use of PII.

i. Implementation Specifications:

1. The privacy and security standards and implementation specifications shall be written in plain language and shall be available to all of the Non-Exchange Entity’s Workforce members, or sub-contractors, whose responsibilities entail the creation, collection, maintenance, storage, access, or use of PII.

2. The procedures shall ensure the Non-Exchange Entity’s cooperation with CMS in resolving any Incident or Breach, including (if requested by CMS) the return or destruction of any PII files it received under the Agreement; the provision of a formal response to an allegation of unauthorized PII use, reuse or disclosure; and/or the submission of a corrective action plan with steps designed to prevent any future unauthorized uses, reuses or disclosures.

3. The standard operating procedures must be designed and implemented to ensure the Non-Exchange Entity and its Workforce, or sub-contractor, comply with the standards and implementation specifications contained herein, and must be reasonably designed, taking into account the size and the type of activities that relate to PII undertaken by the Non-Exchange Entity, to ensure such compliance.

a. Standard: Training and Awareness. The Non-Exchange Entity shall develop training and awareness programs for members of its Workforce that create, collect, disclose, access, maintain, store, and use PII while carrying out any Authorized Functions.

i. Implementation Specifications:  

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1. The Non-Exchange Entity must require such individuals to successfully complete privacy and security training, as appropriate for their work duties and level of exposure to PII, prior to when they assume responsibility for/have access to PII.

2. The Non-Exchange Entity must require periodic role-based training on an annual basis, at a minimum.

3. The successful completion by such individuals of applicable training programs, curricula, and examinations offered through the FFE is sufficient to satisfy the requirements of this paragraph.

b. **Standard: Security Controls.** The FFE shall adopt and implement the Security Control standards cited in the MARS-E document suite for protecting the confidentiality, integrity, and availability of PII.

   i. **Implementation Specifications:**

   1. Implementation specifications for each Security Control are provided in the MARS-E document suite.

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**Section B: Special Terms and Conditions**

**DEFINITIONS**

(1) **Affordable Care Act (ACA)** means the Patient Protection and Affordable Care Act (Public Law 111-148), as amended by the Health Care and Education Reconciliation Act of 2010 (Public Law 111-152), which are referred to collectively as the Affordable Care Act.

(2) **Access** means availability of a SORN Record to a subject individual.

(3) **Advance Payments of the Premium Tax Credit (APTC)** has the meaning set forth in 45 CFR 155.20.

(4) **Applicant** has the meaning set forth in 45 CFR 155.20.

(5) **Authorized Function** means a task performed by a Non-Exchange Entity that the Non-Exchange Entity is explicitly authorized or required to perform based on applicable law or regulation, and as enumerated in Attachment B of the Special Terms and Conditions that incorporates this Attachment.

(6) **Authorized Representative** means a person or organization meeting the requirements set forth in 45 CFR 155.227.

(7) **Breach** is defined by OMB Memorandum M-07-16, Safeguarding and Responding to the Breach of Personally Identifiable Information (May 22, 2007), as the compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, loss of control or any similar term or phrase that refers to situations where persons other than authorized users or for an other than authorized purpose have access or potential access to Personally Identifiable Information (PII), whether physical or electronic.

(8) **CCIIO** means the Center for Consumer Information and Insurance Oversight within the Centers for Medicare & Medicaid Services (CMS).
(9) CMS means the Centers for Medicare & Medicaid Services.

(10) CMS Data Services Hub (Hub) is the CMS Federally-managed service to interface data among connecting entities, including HHS, certain other Federal agencies, and State Medicaid agencies.

(11) Consumer means a person who, for himself or herself, or on behalf of another individual, seeks information related to eligibility or coverage through a Qualified Health Plan (QHP) or other Insurance Affordability Program, or whom an agent or broker (including Web-brokers), Health care guide, Issuer, Certified Application Counselor, or other entity assists in applying for a coverage through QHP, applying for APTCs and CSRs, and/or completing enrollment in a QHP through its web site for individual market coverage.

(12) Cost-sharing Reduction (CSR) has the meaning set forth in 45 CFR 155.20.

(13) Day or Days means calendar days unless otherwise expressly indicated in the relevant provision of the Notice of Award terms and conditions that incorporates this Section B.

(14) Designated Privacy Official means a contact person or office responsible for receiving complaints related to Breaches or Incidents, able to provide further information about matters covered by the notice, responsible for the development and implementation of the privacy and security policies and procedures of the Non-Exchange Entity, and ensuring the Non-Exchange Entity has in place appropriate safeguards to protect the privacy and security of PII.

(15) Enrollee has the meaning set forth in 45 CFR 155.20.

(16) Exchange has the meaning set forth in 45 CFR 155.20.

(17) Federally-facilitated Exchange (FFE) means an Exchange (or Marketplace) established by HHS and operated by CMS under Section 1321(c)(1) of the ACA for individual or small group market coverage, including the Federally-facilitated Small Business Health Options Program (FF-SHOP). Federally-facilitated Marketplace (FFM) has the same meaning as FFE. The FFE is serving as the individual exchange in New Mexico for 2015.

(18) Health Insurance Coverage has the meaning set forth in 45 CFR 155.20.

(19) HHS means the U.S. Department of Health & Human Services.

(20) Incident, or Security Incident, means the act of violating an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner’s knowledge, instruction, or consent.

(21) Information means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

(22) Issuer has the meaning set forth in 45 CFR 144.103.

(23) Minimum Acceptable Risk Standards—Exchanges (MARS-E) means a CMS-published suite of documents, version 1.0 (August 1, 2012), that defines the security standards required pursuant to 45 CFR 155.260 and 45 CFR 155.270, for any Exchange, individual, or entity gaining access to information submitted to an Exchange or through an Exchange using a direct, system-to-system connection to the Hub, available on the CCIIO web site.

(24) Health care guide has the meaning set forth under “Navigator” in 45 CFR 155.20.

(25) Non-Exchange Entity has the meaning at 45 CFR 155.260(b), and includes but is not limited to Health care guides.
(26) **OMB** means the Office of Management and Budget.

(27) **Personally Identifiable Information (PII)** has the meaning contained in OMB Memoranda M-07-16 (May 22, 2007) and means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, *etc.*, alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.

(28) **Qualified Employee** has the meaning set forth in 45 CFR 155.20.

(29) **Qualified Employer** has the meaning set forth in 45 CFR 155.20.

(30) **Qualified Health Plan (QHP)** has the meaning set forth in 45 CFR 155.20.

(31) **Qualified Individual** has the meaning set forth in 45 CFR 155.20.

(32) **Responsible Official** means an individual or officer responsible for managing a Non-Exchange Entity or Exchange’s records or information systems, or another individual designated as an individual to whom requests can be made, or the designee of either such officer or individual who is listed in a Federal System of Records Notice as the system manager, or another individual listed as an individual to whom requests may be made, or the designee of either such officer or individual.

**Security Control** means a safeguard or countermeasure prescribed for an information system or an organization designed to protect the confidentiality, integrity, and availability of its information and to meet a set of defined security requirements.

(33) **State** means the State where the Health care guide that is a party to the contract is operating.

(34) **State Partnership Exchange** means a type of FFE in which a State assumes responsibility for carrying out certain activities related to plan management, consumer assistance, or both.

(35) **Subject Individual** means that individual to whom a SORN Record pertains.

(36) **System of Records Notice (SORN)** means a notice published in the Federal Register notifying the public of a System of Records maintained by a Federal agency. The notice describes privacy considerations that have been addressed in implementing the system.

(37) **Workforce** means a Non-Exchange Entity’s or FFE’s employees, agents, contractors, subcontractors, officers, directors, agents, representatives, volunteers and any other individual who may create, collect, disclose, access, maintain, store, or use PII in the performance of his or her duties.
## EXHIBIT C: SERVICE LEVEL WARRANTIES (SLAs)

<table>
<thead>
<tr>
<th>Service Area</th>
<th>SLA ID</th>
<th>Requirement</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Management</td>
<td>FM-01</td>
<td>Monthly billing must occur on schedule as defined by Client and bidder</td>
<td>$1,000 per day beyond scheduled date</td>
</tr>
<tr>
<td>Financial Management</td>
<td>FM-02</td>
<td>Statements must accurately reflect amount owed per account based on enrollment</td>
<td>$50 per inaccurate statement</td>
</tr>
<tr>
<td>Financial Management</td>
<td>FM-03</td>
<td>Premium Remittance and Reporting (EDI 820) must occur on schedule as defined by Client and Bidder</td>
<td>$1,000 per day beyond scheduled date</td>
</tr>
<tr>
<td>Financial Management</td>
<td>FM-04</td>
<td>Carrier 820 discrepancies must be resolved within 3 days of carrier notification of discrepancy</td>
<td>$100 per discrepancy</td>
</tr>
<tr>
<td>Financial Management</td>
<td>FM-05</td>
<td>Refunds for eligible accounts must be identified and processed on a weekly as defined by Client and Bidder</td>
<td>$1,000 per day beyond scheduled date</td>
</tr>
<tr>
<td>Enrollment Management</td>
<td>EM-01</td>
<td>Rates must be displayed accurately to brokers, employers and employees during enrollment</td>
<td>$1,000 per incident identified</td>
</tr>
<tr>
<td>Enrollment Management</td>
<td>EM-02</td>
<td>Paper enrolments must be processed within two days of receipt</td>
<td>$100 per incident identified</td>
</tr>
<tr>
<td>Enrollment Management</td>
<td>EM-03</td>
<td>95% of new businesses must be enrolled on time and accurately each month</td>
<td>$2,500 per missed month</td>
</tr>
<tr>
<td>Enrollment Management</td>
<td>EM-04</td>
<td>95% of renewal businesses must be enrolled on time and accurately each month</td>
<td>$2,500 per missed month</td>
</tr>
<tr>
<td>Enrollment Management</td>
<td>EM-05</td>
<td>100% of business daily enrollment 834s must be delivered each month</td>
<td>$1,000 per missed month</td>
</tr>
<tr>
<td>Enrollment Management</td>
<td>EM-06</td>
<td>100% of daily discrepancies from the 834 file as reported in the 999 or by carriers post-999 must be</td>
<td>$100 per discrepancy</td>
</tr>
<tr>
<td>Service Area</td>
<td>SLA ID</td>
<td>Requirement</td>
<td>Penalty</td>
</tr>
<tr>
<td>------------------------</td>
<td>--------</td>
<td>-----------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Enrollment Management</td>
<td>EM-07</td>
<td>100% of daily discrepancies from the 834 monthly recon file must be resolved within 1 week</td>
<td>$1000 per month in which SLA is not met</td>
</tr>
<tr>
<td>System Infrastructure</td>
<td>SI-01</td>
<td>The customer facing portal will be up 99.9% of time</td>
<td>$2,500 per month in which SLA is not met; $10,000 for going under 97% uptime</td>
</tr>
<tr>
<td>System Infrastructure</td>
<td>SI-02</td>
<td>Customer web pages load within 2 seconds of request</td>
<td></td>
</tr>
</tbody>
</table>
## ATTACHMENT B: PROPOSAL CHECKLIST

<table>
<thead>
<tr>
<th>Proposal Elements</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover Letter</td>
<td></td>
</tr>
<tr>
<td>Proposal Checklist (Attachment B)</td>
<td></td>
</tr>
<tr>
<td>Qualifications and Experience (Attachment C-1)</td>
<td></td>
</tr>
<tr>
<td>References (Attachment C-2)</td>
<td></td>
</tr>
<tr>
<td>Solution and Services (Attachment C-3.1)</td>
<td></td>
</tr>
<tr>
<td>Ability to meet the functional, technical, and business process supports described in Section 3.1 (Attachment C-3.2)</td>
<td></td>
</tr>
<tr>
<td>Flowchart depicting enrollment, premium billing, accounts receivable and accounts payable to show they function together. (Section 1.2)</td>
<td></td>
</tr>
<tr>
<td>Flowchart for Account Receivable Transactions (Section 1.2)</td>
<td></td>
</tr>
<tr>
<td>Flowchart for Accounts Payable Transactions (Section 1.2)</td>
<td></td>
</tr>
<tr>
<td>Flowchart for Retro Adds and Terminations (Section 1.2)</td>
<td></td>
</tr>
<tr>
<td>Ability to Meet User Functionality (Attachment C-3.3)</td>
<td></td>
</tr>
<tr>
<td>Contractor Tasks (Attachment C-3.4)</td>
<td></td>
</tr>
<tr>
<td>Sample Implementation Plan (Attachment C-3.5)</td>
<td></td>
</tr>
<tr>
<td>Reporting (Attachment C-3.6)</td>
<td></td>
</tr>
<tr>
<td>Key Personnel (Attachment C-3.7)</td>
<td></td>
</tr>
<tr>
<td>Subcontractors (Attachment C-4)</td>
<td></td>
</tr>
<tr>
<td>Detailed Pricing Proposal (Attachment C-5)</td>
<td></td>
</tr>
<tr>
<td>Audited Financial Statements (Section 4.4.1.2)</td>
<td></td>
</tr>
<tr>
<td>Litigation (if applicable) (Section 4.4.1.3)</td>
<td></td>
</tr>
<tr>
<td>Organizational Chart (Section 4.4.1.4)</td>
<td></td>
</tr>
<tr>
<td>Experience (Section 4.4.1.5)</td>
<td></td>
</tr>
<tr>
<td>Sample Reports (Section 4.4.3.6)</td>
<td></td>
</tr>
<tr>
<td>Key Personnel Resumes (Section 4.4.3.7)</td>
<td></td>
</tr>
<tr>
<td>Letters of Intent to Subcontract if applicable (Section 4.4.4)</td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT C: CONTENT OF PROPOSAL

ATTACHMENT C-1: QUALIFICATIONS AND EXPERIENCE (Limit 3 pages, excluding attachments)

Provide the following information. Refer to the checklist for where the Bidder should place attachments.

1. Please provide a summary of the Bidder’s products, services and industries/markets served. In the description also include the locations of the Bidder’s headquarters and other offices, the year the company was formally established, number of employees, and ownership structure.

2. Please describe the Bidder’s financial condition and (if applicable) its parent and affiliates. Within the past three years, have there been any changes in ownership or restructuring? If anticipated, describe any future, significant changes to the Bidder’s size, product and service offerings, and industries/markets served. Additionally, attach to the proposal the Bidder’s two most recent audited financial statements.

3. Within the past five years, has the Bidder, an officer or principal of the Bidder been involved with any business litigation or other legal proceedings? If yes, please provide the following in an attachment: the date when the litigation or legal proceeding was initiated, the party that initiated the litigation or legal proceeding, a short description of the rationale behind the litigation or legal proceeding, and current status or disposition.

4. Please provide an organizational chart for the Bidder that includes the reporting structure of individuals who will work on the implementation and post-implementation services of the proposed SHOP program management platform and business process supports.

5. Please detail the Bidder’s experience working with state-based marketplaces and carriers operating within those marketplaces. Provide the following in an attachment: the name of every client which has contracted with the Bidder for marketplace-related information technology solutions and/or business process supports, the contract dates, and a short description of the scope of services for each contract.
ATTACHMENT C-2: REFERENCES

Provide at least three client references. Preference will be given to references that are related to work employers in New Mexico, state-based marketplaces, government agencies and quasi-governmental agencies. Each reference must include the client contractor contact name, company, physical address, telephone number, email address, length of contract, and services offered. beWellNm will be contacting reference within 48 hours of proposal submission. Please have your references available within that time period.

The references must come from the following parties:

- Two from current SHOP clients; one of which operates a shared services solution
- One from a terminated client
- If Bidder has no terminated SHOP clients, then Bidder must submit three references from current Individual/SHOP clients

Complete the following tables:

<table>
<thead>
<tr>
<th>Reference #1</th>
<th>Name of Reference</th>
<th>Contact Name</th>
<th>Physical Address</th>
<th>Telephone Number</th>
<th>Email Address</th>
<th>Length of Contract</th>
<th>Services Offered</th>
<th>Active or Terminated Contract</th>
<th>SHOP or Individual Exchange</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reference #2</td>
<td>Name of Reference</td>
<td>Contact Name</td>
<td>Physical Address</td>
<td>Telephone Number</td>
<td>Email Address</td>
<td>Length of Contract</td>
<td>Services Offered</td>
<td>Active or Terminated Contract</td>
<td>SHOP or Individual Exchange</td>
</tr>
<tr>
<td>Reference #3</td>
<td>Name of Reference</td>
<td>Contact Name</td>
<td>Physical Address</td>
<td>Telephone Number</td>
<td>Email Address</td>
<td>Length of Contract</td>
<td>Services Offered</td>
<td>Active or Terminated Contract</td>
<td>SHOP or Individual Exchange</td>
</tr>
<tr>
<td>Reference #3</td>
<td>Services Offered</td>
<td>Active or Terminated Contract</td>
<td>SHOP or Individual Exchange</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------</td>
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<td>-------------------------------</td>
<td>-----------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT C-3: SOLUTION AND SERVICES
Attachment C-3.1: Proposed SHOP Program Management Platform Overview Functional and Technical Requirements (7 pages excluding attachments)

Provide a general description and indicate key features of your proposed SHOP program platform solution. This description should align with functional and technical requirements for the SHOP program management platform as articulated in Section 3.1. Bidders may use narrative, screenshots, diagrams, tables, charts and other means of providing this information. These additional means of providing information will not factor into page limits.
Complete the following table for each of the requirements listed in the functional and technical requirements tables in Section 3.1. Note: Each requirement must be listed separately in the table below. In addition to completing the tables, please attach the following:

- Flowchart depicting enrollment, premium billing, accounts receivable and accounts payable to show they function together.
- Provide a transaction flowchart depicting:
  - Employer group account established and added to system
  - Employees are enrolled in system
  - Premium bill is generated and when
  - Employer group pays bill and how
  - Cash payment gets posted to system
  - Also show example of employer group paying less than billed and example of employer paying more than billed
  - Enrollment record get corrected – how does payment trigger this action?
  - Enrollment processes retro terminations and retro adds to create the offset to the over/under payment of premium
  - Accounts Receivable is closed at month-end.
  - Date of birth and social security number correction are made on the employee account.
- Provide a transaction flowchart showing how carrier refunds flow back through the system from the carrier to the employer group.
- Provide a flowchart showing how retro-terminations and retro-adds are processed in Enrollment and get posted to the employer account in the Accounts Receivable module and the corresponding carrier account in the Accounts Payable modules.

**Table 1: Functional Requirements**

<table>
<thead>
<tr>
<th>Functional Requirement</th>
<th>Requirement Currently Met by Proposed Platform (Yes/No)?</th>
<th>List Clients with Live Instances of the Platform where Requirement is Met</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Table 2: Technical Requirements**

<table>
<thead>
<tr>
<th>Technical Requirement</th>
<th>Requirement Currently Met by Proposed Platform (Yes/No)?</th>
<th>List Clients with Live Instances of the Platform where Requirement is Met</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Complete the following table to identify with the business process supports you will offer.

**Table 3: Business Process Supports**

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Requirement Currently Met by Proposed Platform (Yes/No)?</th>
<th>List Clients with Live Instances of the Platform where Requirement is Met</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Area</td>
<td>Staff Function</td>
<td>Can Perform</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>--------------------------------------------------------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Enrollment and Plan Selection Management</td>
<td>Process manual refund requests</td>
<td></td>
</tr>
<tr>
<td>Financial Management</td>
<td>Research and apply payments that cannot automatically be associated with a customer (suspense account processing)</td>
<td></td>
</tr>
<tr>
<td>Financial Management</td>
<td>Research and apply reverse payments (NSFs) upon notification from the bank</td>
<td></td>
</tr>
<tr>
<td>Financial Management</td>
<td>Perform daily, weekly and monthly reconciliation between the billing system and the bank to ensure all payments and payment reversals tie out to the transactions at the Exchange bank</td>
<td></td>
</tr>
<tr>
<td>Financial Management</td>
<td>Handle Payment Processing (ACH/Lockbox) QA and reconciliation</td>
<td></td>
</tr>
<tr>
<td>Financial Management</td>
<td>Process and review financial reports for discrepancy identification</td>
<td></td>
</tr>
<tr>
<td>Financial Management</td>
<td>Generate Recon Reports and resolve discrepancies with carriers on a daily and monthly basis</td>
<td></td>
</tr>
<tr>
<td>Financial Management</td>
<td>Manage and resolve billing and payment escalations from customers</td>
<td></td>
</tr>
<tr>
<td>Financial Management</td>
<td>Process 820s, including carrier payment reconciliation, and approval process with Exchange</td>
<td></td>
</tr>
<tr>
<td>Financial Management</td>
<td>Process paper enrollments</td>
<td></td>
</tr>
<tr>
<td>Financial Management</td>
<td>Process phone payments</td>
<td></td>
</tr>
<tr>
<td>Broker Supports</td>
<td>Manage onboarding of brokers, and execute broker commission process</td>
<td></td>
</tr>
<tr>
<td>Broker Supports</td>
<td>Execute broker commission process</td>
<td></td>
</tr>
</tbody>
</table>
## ATTACHMENT C-3: SOLUTION AND SERVICES

*Attachment C-3.3: Ability to Meet User Functionality*

Please complete the following table regarding ability to meet user functionality.

<table>
<thead>
<tr>
<th>Function</th>
<th>Requirement Currently Met by Proposed Platform (Yes/No)?</th>
<th>List Clients with Live Instances of the Platform where Requirement is Met</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Employee Functionality</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>An employee must have the ability to enroll him/herself and eligible dependents in whichever medical and/or dental plans the employer makes available.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>An employee must have the ability to review coverage(s) during the year and make updates for eligible qualifying events.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Employer Functionality</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>An employer must have the ability to perform all employee functionality on the employee’s behalf</td>
<td></td>
<td></td>
</tr>
<tr>
<td>An employer must have the ability to create a group account, including having one or more users administer the account</td>
<td></td>
<td></td>
</tr>
<tr>
<td>An employer must have the ability to create new and renewal group applications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>An employer must have the ability to configure open enrollments dates for his or her employees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>An employer must have the ability to set contribution rates for medical and dental coverage.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>An employer must have the ability to review and compare available plan designs and rates on the exchange</td>
<td></td>
<td></td>
</tr>
<tr>
<td>An employer must have the ability to select either a single plan for employees to enroll in, or a reference plan on which contribution levels are set for full employee choice of coverage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>An employer must have the ability to upload documents such as a tax and wage forms to furnish proof of eligibility for participation on the exchange</td>
<td></td>
<td></td>
</tr>
<tr>
<td>An employer must have the ability to review and pay premium bills online, and review financial history of premium charges and payments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Function</td>
<td>Requirement Currently Met by Proposed Platform (Yes/No)?</td>
<td>List Clients with Live Instances of the Platform where Requirement is Met</td>
</tr>
<tr>
<td>----------</td>
<td>----------------------------------------------------------</td>
<td>---------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Broker Functionality</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A broker must have the ability to perform all employee and employer functionality on behalf of their clients</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A broker must have the ability to view a list of client groups, with drill down capabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A broker must have the ability to create, and email or print quotes to prospective clients</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A broker must have the ability to review quotes sent to prospective clients, and make updates</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A broker must have the ability to create and enroll new groups, including upload of required Broker of Record letter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A broker must have the ability to configure open enrollment dates for his or her clients’ employees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A broker must have the ability to review reports on clients, such as delinquency and recent transaction reports.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Administrator Functionality</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>An administrator must have the ability to perform all employee, employer, and broker functionality</td>
<td></td>
<td></td>
</tr>
<tr>
<td>An administrator must have the ability to override certain restrictions, such as deadlines related to group application and employee application submission, setting open enrollment periods, and overriding qualifying event restrictions within certain limits (e.g. cannot submit group and employee applications after the requested coverage date for new business)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Super User Functionality</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A Super User must have the ability to perform all the functions of an administrator but with no limits (e.g. can submit group and employee applications even after request coverage date has begun for new business)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT C-3: SOLUTION AND SERVICES
Attachment C-3.4: Contractor Tasks (18 Pages excluding attachments)

Describe your approach to new client implementation and post-implementation tasks as listed below and how the Bidder will meet all associated deliverable requirements.

The following table outlines key tasks to be performed by the Contractor in concert with beWellnm’s SHOP program management platform implementation team, along with deliverables associated with each task which the Contractor will need to produce for beWellnm’s review and approval. It is expected that all deliverables will conform as needed to the mutually agreed upon configuration of the SHOP solution. beWellnm’s project manager or designee will approve all deliverables in writing.

<table>
<thead>
<tr>
<th>TASK</th>
<th>DELIVERABLES</th>
</tr>
</thead>
</table>
| 1. Project Initiation | a. Project Kickoff Protocol and Materials Package  
b. Implementation Plan  
c. Project Management and Communications Plan  
d. Risk Management Plan  
e. Project Documentation and Collaboration Environment Design  
f. Project Progress/Status Report, Issue Log and Change Log Templates |
b. Functional Specification Documents  
c. Requirements Traceability Matrix  
d. Data Integration/Interface Specifications Documents  
e. Deployment Plan |
| 3. Build: Configuration, Customization and Integration | a. Project Progress and Status Reports |
| 4. Testing | a. Test Plan including Test Scenarios, Test Cases and Test Scripts  
b. Solution Test Results |
| 5. Knowledge Transfer and Training | a. Knowledge Transfer and Training Plans  
b. Training Materials Package  
c. End User Competency Assessment Protocol and Tests  
d. System Administrator Competency Assessment Protocol and Tests  
e. Competency Assessment Results  
f. End-User Manuals and Quick Reference Guides  
g. Solution Technical Documentation |
| 6. Data Conversion and Migration | a. Data Conversion and Migration Plan |
| 7. Deployment: Cutover and Acceptance | a. Cutover and Acceptance Plan  
b. Incident and Defect Resolution Log and Report |
| 8. Implementation Closeout | a. Implementation Closeout Report |
b. Maintenance and Support Activity Reports  
c. Incident Reports – Solution Maintenance |
| 10. Solution Hosting (O&H) | a. Solution Hosting Plan  
b. Incident Reports – Hosting  
c. Availability and Performance Reports |
ATTACHMENT C-3: SOLUTION AND SERVICES
Attachment C-3.5: Sample Implementation Plan

The Bidder must attach to this proposal a sample Implementation Plan that is based on its understanding of the requirements associated with this RFP, their commitment to providing resources for implementation of their proposed SHOP program management platform and business process supports, and their assumptions regarding the role of beWellnm resources in various implementation activities. The sample implementation plan must be based on a realistic implementation timeframe assuming an estimated project kick off date of September 1, 2018.

The Implementation Plan must be structured in accordance with Project Management Body of Knowledge (PMBOK) conventions - including a work breakdown structure comprised of project phases, activities and tasks – and include details sufficient to give beWellnm an understanding of how the Bidder intends to:

- Kick off and thereafter stage and sequence implementation activities;
- Facilitate communication among stakeholders throughout the implementation; and
- Solicit beWellnm input and obtain beWellnm approvals at critical points throughout the implementation.

The Implementation Plan must also provide sufficient detail for beWellnm to ascertain:

- Relationships and dependencies (finish-to-start, start-to-start, start-to-finish) amongst implementation activities, and
- The resources that the Bidder expects beWellnm will make available during the course of implementation.
ATTACHMENT C-3: SOLUTION AND SERVICES
Attachment C-3.6: Reporting

Below is a list of required reports for this implementation. Please attach examples of reports currently in production that are listed below. If you do not have a report in production, please indicate with “Not in production”, and indicate whether your implementation includes the development of such a report in the table below.

<table>
<thead>
<tr>
<th>Report</th>
<th>In Production</th>
<th>Not in Production, Will it be Developed?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Receivable Detail</td>
<td></td>
<td>YES/NO</td>
</tr>
<tr>
<td>(medical and dental separate) that are unpaid or partially paid, indicating coverage month, total billed for month, total paid, and total outstanding, with an “as of date” as the input filter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payment Report</td>
<td></td>
<td>YES/NO</td>
</tr>
<tr>
<td>Listing of all payments received within a given time period, including payment dates – both processed and applied dates – and account number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Statement History by Customer</td>
<td></td>
<td>YES/NO</td>
</tr>
<tr>
<td>Report of summary bill, filter by billing date, for every customer billed on that date, including account number, account name, previous balance, adjustments, payments, new charges, past due and total due</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Revenue Invoiced</td>
<td></td>
<td>YES/NO</td>
</tr>
<tr>
<td>Listing of all future coverage months invoiced, including account number, account name, policy number, coverage month, plan code and plan name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Revenue Collected</td>
<td></td>
<td>YES/NO</td>
</tr>
<tr>
<td>Listing of all future coverage months invoiced and paid for, including account number, account name, policy number, coverage month, plan code and plan name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transaction Download</td>
<td></td>
<td>YES/NO</td>
</tr>
<tr>
<td>Complete download of all financial transactions filtered by date range, including transaction type (invoice, reverse invoice, payment applied to invoice, reverse payment, write off, etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delinquency Report</td>
<td></td>
<td>YES/NO</td>
</tr>
<tr>
<td>List of accounts currently delinquent, based on configurable due date in billing system, including account number, account name, overdue amount, total due amount</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts Receivable Summary by Carrier</td>
<td></td>
<td>YES/NO</td>
</tr>
<tr>
<td>the same as the accounts receivable report, but aggregated by carrier</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily Deposit</td>
<td></td>
<td>YES/NO</td>
</tr>
<tr>
<td>The sum of payments grouped by payment method (credit card, ACH, check, etc.) for a given date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Report</td>
<td>In Production YES/NO</td>
<td>Not in Production, Will it be Developed? YES/NO</td>
</tr>
<tr>
<td>--------</td>
<td>----------------------</td>
<td>------------------------------------------------</td>
</tr>
<tr>
<td>Open Balances on Termed Accounts – Listing of accounts that no longer have any coverage on the exchange, but owe money. Fields must include at a minimum account number, account name, amount owed, last payment, last coverage date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Write off Report – list of all write off transactions applied to coverage months, filtered by date range. Fields must include at a minimum account number, account name, policy number, coverage month, carrier, plan code and name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts Receivable Aging Report – listing of accounts owing money, with amounts grouped by 30, 60, 90, 120+, with account name and account number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Sufficient Funds (NSF) Report – Listing of all reversed payments filtered by date range, including account number, account name, payment date, reversal date, reversal reason</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Suspense Account Report – Listing of all payments with insufficient identification to apply the payment to an account</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payment to Carriers Report – A report that represents the 820 remittance file sent to each carrier, filtered by carrier, with similar fields as the 820</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit Balance Report - Listing of all accounts with a credit balance, including account number, account name, credit amount, status (active or terminated)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Combined Refunds Report – Listing of all requested and issued refunds, including account number, account name, refund amount, refund request date, refund issued date</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
beWellnm expects dedicated key personnel to serve this project before, during and post-implementation. Please complete the chart below. Also attach resumes for each of the key personnel.

<table>
<thead>
<tr>
<th>Role</th>
<th>Responsibility</th>
<th>Min % time committed to project during implementation</th>
<th>Minimum % time onsite during implementation</th>
<th>Min % time Maintenance and Operations</th>
<th>Minimum % time onsite during M&amp;O</th>
<th>Vendor employee or Contractor</th>
<th>Client must approve role change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engagement Executive</td>
<td>Overall owner of project with authority to sign and amend contract</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Account Manager</td>
<td>Day to day manager of program, implementation and operation, all other roles (except engagement manager) report to Engagement Executive</td>
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<td></td>
</tr>
<tr>
<td>Financial Management Lead</td>
<td>Runs all aspects of payment processing, refunds, payment reversals, write offs, suspense account processing, bank recon</td>
<td></td>
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</tr>
<tr>
<td>EDI Lead</td>
<td>Ensures daily and monthly reconciliation of EDI interfaces, including enrollment (834) and premium remittance (820) and manages EDI interfaces</td>
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<tr>
<td>UAT Manager/Integration Lead</td>
<td>Responsible for all aspects of testing, including providing system integration test scripts, and managing User Acceptance Testing and Carrier</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Role</td>
<td>Responsibility</td>
<td>Min % time committed to project during implementation</td>
<td>Minimum % time onsite during implementation</td>
<td>Min % time Maintenance and Operations</td>
<td>Minimum % time onsite during M&amp;O</td>
<td>Vendor employee or Contractor</td>
<td>Client must approve role change</td>
</tr>
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</tr>
<tr>
<td>Integration Testing</td>
<td></td>
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</tbody>
</table>


ATTACHMENT C-4: SUBCONTRACTORS

Complete the Table below for each subcontractor.

Attach a completed Letter of Intent to Subcontract for each of the subcontractors listed.

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>Name of Subcontractor</th>
<th>Contact Name</th>
<th>Physical Address</th>
<th>Telephone Number</th>
<th>Email Address</th>
<th>Length of Contract</th>
<th>Services Offered</th>
<th>LOI Attached?</th>
<th>SHOP or Individual Exchange</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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</tbody>
</table>
ATTACHMENT C-5: PRICE PROPOSAL

Instructions:
Please provide the following information based on actual costs you are projecting for implementation tasks and the fees you propose assessing beWellnm for (a) the proposed SHOP program management platform's design, development, implementation, and maintenance, including end user support and hosting and the proposed business process support operations. Pricing must be for SHOP DDI and M&O only and must be independent of any other arrangement or proposed arrangement. The information provided by bidders in this table is the only information beWellnm will consider for pricing purposes. Inclusion of additional pricing schemes outside of this table may result in bidder disqualification.

<table>
<thead>
<tr>
<th></th>
<th>Design</th>
<th>Develop</th>
<th>Implementation</th>
<th>Management and Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2019</td>
<td>$</td>
<td>$</td>
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<tr>
<td>2020</td>
<td>$</td>
<td>$</td>
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</tr>
<tr>
<td>2021</td>
<td>$</td>
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<td>$</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$</td>
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</tr>
</tbody>
</table>
ATTACHMENT D: Question and Answer Template

The Question and Answer Template is founded in the embedded document.

SHOP Program
Platform RFP_Questi