

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

Contract No. PSC 20-630-4000-0007

THIS INFORMATION TECHNOLOGY AGREEMENT (“Agreement” or “Contract”) is made by and between the State of New Mexico, **Human Services Department**, hereinafter referred to as the “HSD,” and **Accenture State Healthcare Services LLC**, hereinafter referred to as the “Contractor”, and collectively referred to as the “Parties.”

WHEREAS, pursuant to the New Mexico Procurement Code, NMSA 1978, 13-1-28 et seq., and the Procurement Code Regulations, NMAC 1.4.1 et seq; and

WHEREAS, all terms and conditions of the **RFP # 19-630-4000-0001 Health and Human Services 2020 Consolidated Customer Service Center** and the Contractor’s response to such document(s) are incorporated herein by reference and set forth in the Article 28; and

WHEREAS, all Parties agree that, pursuant to the Procurement Code, 1.4.1.52 *et. seq.* the total amount of this Agreement is \$60,000.00 or more, excluding taxes; and

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

ARTICLE 1 – DEFINITIONS

- A. **“Acceptance”** or **“Accepted”** shall mean the approval, after Quality Assurance, of all Deliverables by an Executive Level Representative of the HSD.
- B. **“Application Deployment Package”** shall mean the centralized delivery of business-critical applications including the source code (for custom software), documentation, executable code and deployment tools required to successfully install application software fixes including additions, modifications, or deletions produced by the Contractor.
- C. **“Business Days”** shall mean Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.
- D. **“Change Request”** shall mean the document utilized to request changes or revisions in the Scope of Work – Exhibit A, attached hereto and incorporated herein.
- E. **“Chief Information Officer (“CIO”)** shall mean the Cabinet Secretary/CIO of the Department of Information Technology for the State of New Mexico or Designated Representative.

- F. “Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential client information as such term is defined in State or Federal statutes and/or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by the HSD or any other State agency as confidential, including all information designated as confidential under federal or state law or regulations; (5) unless publicly disclosed by the HSD or the State of New Mexico, the pricing, payments, and terms and conditions of this Agreement, and (6) State information that is utilized, received, or maintained by the HSD, the Contractor, or other participating State agencies for the purpose of fulfilling a duty or obligation under this Agreement and that has not been publicly disclosed. or (7) Contractor Technology that has not been publicly disclosed and is independently developed by a party. Notwithstanding anything else in this Agreement, Confidential Information shall not include “HSD Personal Data.”
- G. “HSD Personal Data” shall mean data or information that is provided by or on behalf of the HSD and that consists of information or data naming or identifying a natural person such as: (a) personally identifying information that is explicitly defined as a regulated category of data under any data privacy or data protection laws applicable to HSD; (b) non-public information, such as such as a national identification number, passport number, social security number, driver’s license number; (c) health or medical information, such as HIPAA, insurance information, medical prognosis, diagnosis information or genetic information; (d) financial information, such as a policy number, credit card number and/or bank account number, and/or (e) sensitive personal data, such as a mother’s maiden name, race, marital status, gender or sexuality.
- H. “CMS” shall mean the Federal Centers for Medicare and Medicaid Services.
- I. “Contract Manager” shall mean a qualified person from the HSD responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager shall be Russ Illich or his/her Designated Representative.
- J. “Default” or “Breach” shall mean a violation of this Agreement by either failing to perform one’s own contractual obligations or by interfering with another Party’s performance of its obligations.
- K. “Deliverable” shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
- L. “Designated Representative” shall mean a substitute(s) for a title or role, e.g. Contract Manager, when the primary is not available.

- M. "DoIT" shall mean the Department of Information Technology.
- N. "DFA" shall mean the Department of Finance and Administration; "DFA/CRB" shall mean the Department of Finance and Administration, Contracts Review Bureau.
- O. "Escrow" shall mean a legal document (such as the software source code) delivered by the Contractor into the hands of a third party, and to be held by that party until the performance of a condition is Accepted; in the event Contractor fails to perform, the HSD receives the legal document, in this case, Source Code.
- P. "Enhancement" means any modification including addition(s), modification(s), or deletion(s) that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an error correction.
- Q. "Executive Level Representative" shall mean the individual empowered with the authority to represent and make decisions on behalf of the HSD's executives or his/her Designated Representative.
- R. "GRT" shall mean New Mexico gross receipts tax.
- S. "HSD" shall mean the New Mexico Human Services Department.
- T. "Intellectual Property" shall mean any and all proprietary information developed pursuant to the terms of this Agreement.
- U. "Contractor Technology" means all Intellectual Property, software, methodologies, processes, technologies, algorithms, development tools or forms, templates or output used in performing the Services which are based on trade secrets or proprietary information of Contractor or its subcontractors or are otherwise owned or licensed by Contractor or its subcontractors, and all modifications, enhancements and derivatives thereof.
- V. "HSD Content" means all content, materials, data and information, including Personal Information that HSD or its Authorized Users enter the Services.
- W. "Consent" means (1) all consents, permissions, notices and authorizations necessary for Contractor to provide the Services, including any of the foregoing from HSD employees or third parties; (2) valid consents from or notices to applicable individuals whose data is processed by the Service); and (3) required authorizations from regulatory authorities, employee representative bodies or other applicable third parties;

- X. "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a Project and the Project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the HSD.
- Y. "IRS" shall mean the federal Internal Revenue Service.
- Z. "ISO" shall mean the HSD ITD Information Security Officer.
- AA. "ITD" shall mean the HSD Information Technology Division.
- BB. "Know How" shall mean all technical information and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.
- CC. "Payment Invoice" shall mean a detailed, certified and written request for payment of Services by and rendered from the Contractor to the HSD. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the Payment Invoice is submitted.
- DD. "Performance Bond" shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.
- EE. "Project" shall mean a temporary endeavor undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The Project terminates once the Project scope is achieved and the Project approval is given by the Executive Level Representative and verified by the HSD CIO to the DoIT. If applicable, under the terms of this Agreement the Project is **HHS 2020 Consolidated Customer Service Center**.
- FF. "Project Manager" shall mean a Qualified person from the HSD responsible for the application of knowledge, skills, tools, and techniques to the Project activities to meet the Project requirements from initiation to close. Under the terms of this Agreement, the Project Manager shall be **Russ Illich, Project Manager III**, or his/her Designated Representative.
- GG. "Qualified" means demonstrated experience performing activities and tasks with Projects.

- HH. "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.
- II. "Services" shall mean the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.
- JJ. "State Purchasing Agent (SPA)" shall mean the State Purchasing Agent for the State of New Mexico or his/her Designated Representative.
- KK. "State Purchasing Division (SPD)" shall mean the State Purchasing Division of the General Services Department for the State of New Mexico.
- LL. "Software" shall mean all operating system and application software used by the Contractor to provide the Services under this Agreement.
- MM. "Software Maintenance" shall mean the set of activities which result in changes to the originally Accepted (baseline) product set. These changes consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline system.
- NN. "Source Code" shall mean the human-readable programming instructions organized into sets of files which represent the business logic for the application which might be easily read as text and subsequently edited, requiring compilation or interpretation into binary or machine-readable form before being directly useable by a computer.
- OO. "Turnover Plan" means the written plan developed by the Contractor and approved by the HSD in the event that the work described in this Agreement transfers to another vendor or the HSD.
- PP. Exhibits. The following are Exhibits to the Agreement:
 - Exhibit A – Scope of Work;
 - Exhibit B – Performance Measures
 - Exhibit C – Pricing
 - Exhibit D – Data Protocols
 - Exhibit E – Business Associate Agreement (herein "BAA")
 - Exhibit F – *Intentionally Left Blank*
 - Exhibit G – Key Personnel

ARTICLE 2 – SCOPE OF WORK

Scope of Work. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

- A. **Performance Measures.** The Contractor shall perform to the satisfaction of the HSD the Performance Measures set forth in Exhibit B, as determined within the sole discretion of the HSD. In the event the Contractor fails to obtain the results described in Exhibit B, the HSD may provide written notice to the Contractor of the Default and specify a reasonable period of time in which the Contractor shall advise the HSD of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the HSD from exercising its rights pursuant to Article 6 or Article 16.

Contractor will not be responsible for any Performance Standard Default that is attributable to:

- a. HSD's (or HSD's third-party vendor's) failure to perform any of its responsibilities set forth in the Agreement or acts, errors, omissions, or breaches of the Agreement on the part of HSD (or HSD's third-party vendor(s));
- b. infringement of third-party proprietary rights by HSD or any of HSD's third-party vendors;
- c. willful misconduct or violations of law by HSD or any of HSD's third-party vendors;
- d. service or resource reductions requested or approved by HSD and agreed to by the Parties through the Change Control Procedures; provided that Contractor previously notified HSD in writing that the implementation of such request would result in a Performance Standard Default;
- e. any Force Majeure event.
- f. Any HSD reallocation of Contractor resources then being used to provide the Services and shifted to the provision of Termination Assistance Services; provided that the reallocation adversely affects the ability of Contractor to meet applicable Performance Measures.

If the Contractor's failure to meet the delivery, milestone, or completion dates in the Exhibit A is due to the HSD's failure, or the failure of the HSD's agents or contractors (except in cases where the Contractor has a documented responsibility to manage such Contractor and fails to appropriately do so) to meet its own obligations as defined in Agreement or Exhibit A herein concerning Governance, in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the HSD's failure to perform in accord with Agreement or Exhibit A will be extended by the same amount of time as the HSD's delay. HSD and the Contractor shall meet and negotiate in good faith to evaluate whether the Contract price will be equitably adjusted to account for additional actual costs incurred by the Contractor due to the State's failure(s) per Agreement and/or Exhibit A. The Contractor may not rely on this provision unless the Contractor has in good faith exerted reasonable management skill to avoid an extension and has given HSD meaningful written notice of HSD's failure to meet its obligations within five business days of the Contractor's realization that HSD's delay may impact the work agreed upon in the Statement of Work.

HSD understands and agrees that HSD will be responsible for determining whether the Services and Deliverables provided by Contractor hereunder, including any revised business processes implemented pursuant to the Contract and any SOW, (i) meet HSD's business requirements, (ii) comply with all federal, state and local laws, ordinances, codes, regulations and policies, and (iii) comply with HSD's applicable internal guidelines, long-term goals and any related agreements.

- (i) HSD shall be solely responsible for the acts and omissions of its Authorized Users as if they were the acts and omissions of HSD, and for ensuring that anyone who uses the Services does so in accordance with the terms and conditions of this Agreement and the applicable SOW. In particular, HSD agrees that it shall not, and that it shall ensure that its Authorized Users do not: (i) access or use the Services to host or transmit any content, data or information that is illegal or which infringes any third party's rights, such as intellectual property rights or right of privacy, or which otherwise violates any applicable laws; (ii) copy, translate, make derivative works, disassemble, decompile, reverse engineer or otherwise attempt to discover the source code or underlying ideas or algorithms embodied in the software applications or other systems used for the provision of the (including the Cloud), unless expressly permitted under any applicable laws, or remove any titles or trademarks, copyrights or restricted rights notices in the systems, software and other materials used in the provision of Services; or (iii) access or use the Services for the purpose of building competitive products or services by copying its features or user interface; (iv) distribute, sell, sublicense, rent, lease or use the Services (or any portion thereof) for time sharing, hosting, service provider or like purposes; (v) remove any product identification, proprietary, copyright or other notices contained in the Services; and (vi) utilize any equipment, device, software, or other means designed to circumvent or remove any form of product key or copy protection used by Contractor or its vendors or use the Services together with any authorization code, product key, serial number, or other copy protection device not supplied by Contractor or its vendors.

- B. Schedule. The Contractor shall meet the due dates, as set forth in Exhibit A, which shall not be altered or waived by the HSD without prior written approval, through the Amendment process, as defined in Article 14.

License. The AVAP License is subject to a separate License agreement previously executed by and between the State and Contractor

- C. Source Code.

Not Applicable. The Parties agree there is no Source Code.

- D. The HSD's Rights.

1. Rights to Software. The HSD will own all right, title, and interest in and to the HSD's Confidential Information, and the Deliverables, provided by the Contractor, including without limitation the specifications, the work plan, and the

- Custom Software, except that the Deliverables will not include third party software and the associated documentation for purposes of this Section. The Contractor will take all actions necessary and transfer ownership of the Deliverables to the HSD, without limitation, the Custom Software and associated Documentation on Final Acceptance or as otherwise provided in this Agreement.
2. HSD hereby acknowledges and grants to the Contractor, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Deliverables.
 3. Proprietary Rights. The Contractor will reproduce and include the State of New Mexico's copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of the Deliverables.
 4. Rights to Data. Any and all data stored on the Contractor's servers or within the Contractor's custody that is required to be gathered or stored to execute this Agreement, is the sole property of the HSD. Unless specifically provided herein, the Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the HSD's data in any manner, or provide to any entity or person outside of the HSD without the express written authorization of the HSD.

ARTICLE 3 – COMPENSATION

- A. Compensation Schedule. The HSD shall pay to the Contractor based upon the Charges as outlined in Exhibit C, less retainage, if any, as identified in Paragraph D.
- B. Payment. The total compensation under this Agreement (including but not limited to all amounts set forth in Exhibit C) shall not exceed forty three million nine hundred seventeen thousand five hundred thirty dollars (\$43,917,530.00) including gross receipts tax (herein "Maximum Cap of Compensation").

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

Payment shall be made pursuant to Article 4 and Exhibit C upon the receipt of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address in Exhibit C. Except for taxes, payment Invoices MUST BE received by the HSD no later than fifteen (15) days after the end of the fiscal year in which services were

delivered.

C. Taxes.

Contractor's Charges do not include applicable taxes, and both Contractor's Charges and estimated taxes are shown in Exhibit A, Deliverables' Compensation headers, attached to this Agreement. Each Party shall be responsible for taxes based on its own net income, employment taxes of its own employees, and for taxes on any property it owns or leases. HSD shall pay for all other taxes in connection with this Agreement including, sales, use, excise, value-added, goods and services, consumption, and other similar taxes or duties ("Transaction Taxes"), but not to exceed the Maximum Cap of Compensation. Unless otherwise provided under this paragraph, if the applicable Transaction Taxes assessable on Contractor's invoicing exceed the Maximum Cap of Compensation, Contractor shall then reduce the amount of Contractor Charges payable on its invoicing so that the total of Contractor Charges plus such applicable Transaction Taxes do not exceed the Maximum Cap for Compensation. Should any payment for Services, products or technology provided by Contractor be subject to withholding tax by any government, HSD shall reimburse Contractor for such withholding tax but not to exceed the Maximum Cap of Compensation. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among Contractor and its Affiliates. If work for HSD requires that personnel perform services outside the city, state, province, or country in which such personnel are based, HSD will reimburse Contractor for increased tax and administrative costs incurred by Contractor and/or its personnel, but not to exceed the Maximum Cap of Compensation. In the event the increased tax and administrative costs relating to Contractor personnel working away from their home office locations or any other taxes payable under this paragraph exceed the Maximum Cap of Compensation under this Agreement, the parties agree to meet and mutually agree on how to meet these increased costs through the modification of Services pursuant to the Amendment process set forth in Article 14.

The Parties agree to fully cooperate with each other to help enable each Party to accurately determine and reduce its own tax liability and to minimize any potential liability to the extent legally permissible. Each Party will provide and make available to the other any resale certificates, withholding tax certificates, information regarding out-of-state sales or use of equipment, materials or services, and other exemption certificates or information reasonably requested by the other Party. Each Party agrees to reimburse and hold the other Party harmless to the extent provided by law from any deficiency (including penalties and interest) relating to taxes that are the responsibility of such Party under this Section, with the State's obligations subject to applicable law. The Parties hereby agree that all of Contractor's Services will be for the benefit of and delivery to HSD in New Mexico.

- D. Retainage. The HSD shall retain ten (10%) percent of the fixed-price Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance of this Agreement up to the Go Live Date. Thereafter all amounts retained shall be released to the Contractor upon thirty (30) days after Go Live Date. There will be no retainage for the Run Services.

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

ARTICLE 4 – ACCEPTANCE

- A. Submission. Contractor will submit the final Deliverable(s) on the due date for the Deliverable(s) as required in Exhibit A, Statement of Work. Additionally, if required by the HSD, the Contractor will submit any draft versions of the Deliverable(s), or portions thereof, on a date or schedule approved by the HSD.
- B. Upon written acceptance by the HSD of the final Deliverable(s) submitted by the Contractor, as set forth in Article 2 and Exhibits A and C, Contractor shall submit to HSD a Payment Invoice with a description of the Deliverable(s). Each Payment Invoice shall be for an amount up to the not-to-exceed fixed Deliverable(s) price as set forth in Article 2 and Exhibit A, less retainage as set forth in Article 3(D).
- C. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative, shall determine if the final Deliverable(s) provided materially meets specifications. Materially shall be defined by relevant statute and case law. No payment shall be made for any final Deliverable until the individual final Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the Executive Level Representative. To Accept the Deliverable(s), the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable(s) and determine, at a minimum, that the Deliverable(s):
1. Materially complies with the Deliverable(s) requirements as defined in Article 2 and Exhibit A;
 2. Complies with the terms and conditions of procurement **RFP NUMBER 19-630-4000-0001**;
 3. Meets the performance measures for the Deliverable(s) and this Agreement;
 4. Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
 5. Complies with all the requirements of this Agreement.

If the final Deliverable(s) is deemed Acceptable under Quality Assurance by the Executive Level Representative or their Designated Representative, the Executive Level

Representative will notify the Contractor of Acceptance, in writing, within 15 Business Days from the date the Executive Level Representative receives the Deliverable(s). All Services and Deliverables will be deemed accepted if HSD does not reject the Services and Deliverables by providing written notice with fifteen (15) Business days after delivery.

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

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

Upon rejection and receipt of comments, the Contractor shall have ten (10) Business Days to resubmit the final Deliverable(s) to the Executive Level Representative with all appropriate corrections or modifications made and/or addressed. The Executive Level Representative will again determine whether the final Deliverable(s) is Acceptable under Quality Assurance and will provide a written determination within fifteen (15) Business Days of receipt of the revised or amended Deliverable(s).

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

In the event that a final Deliverable must be resubmitted more than twice for Acceptance, the Contractor and HSD may meet to discuss alternatives and/or remedies for the Deliverable. HSD reserves the right to exercise any and all remedies available under the terms of this Agreement and available at law or equity.

- D. In the event there is no Deliverable and the SOW involves the delivery of Services, Acceptance will be deemed upon delivery of the Services by the Contractor.

ARTICLE 5 – TERM

THIS AGREEMENT shall not become effective until approved by the State Purchasing Department (SPD), Contract Review Bureau (CRB), and shall terminate on December 31, 2023 unless terminated pursuant to Article 6. Thereafter HSD may renew this contract for four (4) one-year renewal terms, with all fees for any renewal terms will be discussed and agreed upon during negotiation. In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

ARTICLE 6 – TERMINATION

- A. Grounds. The HSD may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the HSD's uncured, material breach of this Agreement.
- B. Change in Law/Appropriations. By the HSD, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature or at the direction of CMS, for the performance of this Agreement and HSD has provided notice to Contractor as soon as reasonably practicable. The HSD's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
- C. Notice; HSD Opportunity to Cure
1. Except as otherwise provided in Paragraph (C)(4), the HSD shall give Contractor written notice of termination for cause at least thirty (30) days prior to the intended date of termination and identify all material breaches of this Agreement upon which termination for cause is based.
 2. Contractor shall give HSD written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the HSD's material breaches of this Agreement upon which the termination is based and (ii) state what the HSD must do to cure such material breaches.
 3. Contractor's and HSD's notice of termination for cause shall only be effective (i) if the HSD or Contractor does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the HSD or Contractor does not, within the thirty (30) day notice period, notify the Contractor or HSD of its intent to cure and begin with due diligence to cure the material breach.
 4. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the HSD; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Subsection B, above, "Change in Law/Appropriations," of this Agreement.
 5. Except as otherwise provided in Paragraph (C)(4), the HSD shall give Contractor written notice of termination for convenience at least one hundred and eighty (180) days prior to the intended date of termination. In addition to the foregoing, in the event of termination for convenience by HSD, HSD shall pay the Contractor an amount to reflect demobilization expenses or direct costs incurred by Contractor prior to the date of termination but not to exceed the Maximum Cap of Compensation. The Contractor must provide within 30 days after the effective

day of such termination a written schedule of such expenses and costs supported by commercially reasonable documentation.

6. Contractor may also terminate this Agreement and/or any SOW without liability upon thirty (30) days' notice to HSD or any Authorized User if termination of the Agreement and/or any SOW is necessary to comply with applicable law or binding requests of governmental entities
- D. Liability. Except as otherwise expressly allowed or provided under this Agreement, or by a Turnover Plan approved by HSD, the HSD's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination, or within any time so specified by an approved Turnover Plan. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE HSD'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

ARTICLE 7 – TERMINATION MANAGEMENT

- A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:
1. Transfer, deliver, and/or make readily available to the HSD property, in any form, in which the HSD has a right to obtain under this Agreement and any and all data, Know How, Intellectual Property, inventions or property of the HSD.
 2. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the HSD;
 3. Continue all work required by the Agreement, in accordance with the terms of the Agreement, between the date of receipt or transmission of any notice of termination and the effective date of termination, unless and until specifically directed to immediately cease such work, in writing, by HSD. Contractor shall terminate all purchase orders or procurements and any subcontractors unless otherwise so directed by HSD, or unless necessary to complete work that HSD has not directed the Contractor to cease prior to the effective date of termination. In the event that the timeline for, or the amount of, compensation needs to be adjusted in light of a termination, the same shall be addressed in a Turnover Plan;
 4. Take such action as the HSD may direct for the protection and preservation of all property and all records, which in the sole discretion of HSD, are related to or required by this Agreement. All such items shall be immediately provided to HSD, upon request, at no cost to HSD, unless otherwise agreed to by HSD;
 5. Unless otherwise agreed to in writing by HSD, agree that HSD is not liable for any costs arising out of termination;

6. Acknowledge that continuity in administration of government functions is the essence of this Agreement, and that in order to ensure such continuity Contractor shall cooperate fully in the closeout or transition of any activities arising pursuant to this Agreement;
7. In the event that this Agreement is terminated for any reason, or upon its expiration, the Contractor shall develop a Turnover Plan, if so, requested by HSD. If terminated by HSD, HSD shall make such a request in the notice of termination provided to the Contractor. The Contractor shall provide the Turnover Plan in the format and in accordance with the timeline specified by HSD. The Turnover Plan provided by the Contractor to HSD shall address all issues specified by HSD. The Turnover Plan shall not be effective until and unless approved in writing by HSD.

- B. HSD. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the HSD shall:
1. Retain ownership of all work products and documentation created solely for the HSD pursuant to this Agreement; and
 2. Pay the Contractor all amounts due for Services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

- A. General. Subject to Article 18 of this Agreement entitled “Liability,” the Contractor shall defend, indemnify and hold harmless the HSD, the State of New Mexico and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys’ fees and all other liabilities and expenses of any kind from any third party source which breaches a duty owed to a third party; as defined by relevant statute and case law, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, during the time when the Contractor, its 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, the Contractor shall, as soon as practicable, after it receives notice thereof, notify, by certified mail, the legal counsel of the HSD, the Risk Management Division of the New Mexico General Services Department, and the DoIT.
- B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy, compensation or benefits payable by, or for, Contractor, or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the HSD, as necessary, to satisfy any outstanding claim that the HSD may have against the Contractor.

ARTICLE 9 – INTELLECTUAL PROPERTY

Ownership. All data, information, text, graphics, photos, designs, trademarks, logos or other artwork and materials provided to Contractor by HSD under this Agreement (“HSD IP”) are and shall remain the sole and exclusive property of HSD or its third party licensors and HSD shall obtain any relevant consents and licenses necessary for Contractor to use HSD IP to perform Services and provide Deliverables under this Agreement. HSD hereby grants to Contractor, during the term of this Agreement, a non-exclusive, fully paid, non-transferable, limited royalty-free license to use and permit Contractor’s subcontractors to use the HSD IP, solely for the purposes of providing the Services under this Agreement.

Contractor (and its licensors, where applicable) own all right, title and interest, including all Intellectual Property Rights, in and to Contractor Technology and the systems, software and other content and materials used in the provision of the Services. HSD agrees to the grant the Contractor the license stated in Article 2, D2 above.

Contractor hereby acknowledges and grants to the HSD and the State of New Mexico, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How created pursuant to, or as a result of, performance of this Agreement for its purposes related to internal business only or as required by federal or state laws and regulations.

Subject to obligations of confidentiality in Article 22, each party will be free to use the concepts, techniques and know-how retained in the unaided memories of those involved in the performance or receipt of the Services. In no event will Contractor be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Deliverables provided and to the extent that they do not contain HSD Confidential Information.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

- A. **Intellectual Property Indemnification.** The Contractor shall defend, at its own expense, the HSD, the State of New Mexico and/or any other State of New Mexico body against any third party claim that any Service and/or Deliverable provided under this Agreement infringes any currently existing United States patent, published patent application, copyright or trademark of any third party, and shall pay all costs, damages and attorney’s fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the HSD based upon the Contractor’s trade secret infringement relating to any Services and/or Deliverables provided under this Agreement, the Contractor agrees to reimburse the HSD for all costs, attorneys’ fees and the amount of the judgment.

To qualify for such defense and/or payment, the HSD shall:

1. Give the Contractor written notice, as reasonably practicable, of its notification of any claim;
2. Work with the Contractor to control the defense and settlement of the claim; and

3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.
- B. **HSD Rights.** If any Service or Deliverable becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense and discretion:
1. Provide the HSD the right to continue using the Service and Deliverable(s) fully indemnify the HSD against all third-party claims that may arise out of the HSD's use of the Service and/or Deliverable(s);
 2. Replace or modify the Service and/or Deliverable(s) so that it becomes non-infringing; or
 3. Accept the return of the Service and/or Deliverable(s) and refund an amount equal to the value of the returned Service and/or Deliverable(s), less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any Service and/or Deliverable(s) modified by the HSD to the extent such modification is the cause of the claim.
- C. The foregoing provisions of this Section 10 constitute the parties sole and exclusive remedy and each Party's liability with respect to infringement claims.

ARTICLE 11 – WARRANTIES

- A. **General.** The Contractor hereby expressly warrants the Services and Deliverable(s) as being materially correct and compliant with the terms of this Agreement, the Contractor's official published specification and technical specifications of this Agreement. This warranty encompasses correction of defective Deliverable(s) and revision(s) of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases and brought to the written attention of Contractor within 30 days after delivery of the Deliverable. Additionally, Contractor warrants that the Services and Deliverables do not infringe any third-party intellectual property right and the sole and exclusive remedy for this non-infringement warranty is the infringement indemnification set forth in Article 10.

THE FOREGOING ARE THE ONLY WARRANTIES CONCERNING THE SERVICES, ANY DELIVERABLES OR MATERIALS, OR THIS AGREEMENT, AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OR APPLICABILITY OF THE FOREGOING, CONTRACTOR DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES PERFORMED UNDER THIS AGREEMENT AND ANY SOW

WILL: (A) DETECT OR IDENTIFY ALL SECURITY OR NETWORK THREATS TO, OR VULNERABILITIES OF HSD'S NETWORKS OR OTHER FACILITIES, ASSETS, OR OPERATIONS; (B) PREVENT INTRUSIONS INTO OR ANY DAMAGE TO HSD'S NETWORKS OR OTHER FACILITIES, ASSETS, OR OPERATIONS INCLUDING LOSS OF DATA; (C) RETURN CONTROL OF HSD OR THIRD PARTY SYSTEMS WHERE UNAUTHORIZED ACCESS OR CONTROL HAS OCCURRED; OR (D) MEET OR HELP HSD MEET ANY INDUSTRY STANDARD OR ANY OTHER REQUIREMENTS INCLUDING THE PAYMENT CARD INDUSTRY DATA SECURITY STANDARD.

ARTICLE 12 – CONTRACTOR PERSONNEL

A. Key Personnel.

Contractor's Key Personnel shall not be diverted from this Agreement without the prior written approval of the HSD, which shall not be unreasonably withheld. Key Personnel are those individuals considered by the HSD to be mandatory to the work to be performed under this Agreement. Key Personnel shall be listed on Exhibit G.

1. Process in the event of replacement or diversion:
 - a. The Contractor agrees that no Key Personnel shall be diverted or replaced within the first six (6) months of the performance of this Agreement, except for a catastrophic event such as illness, accident, voluntary separation or death.
 - b. If thereafter, one or more of the Key Personnel, for any reason, becomes or is expected to become unavailable for work under this Agreement for a continuous period exceeding twenty (20) business days, the Contractor shall immediately notify HSD and shall submit a written replacement request to HSD. Such request shall provide a detailed explanation of the circumstances necessitating the proposed substitution. The replacement request shall contain a complete resume for the proposed substitute, as well as any other information requested by HSD that HSD deems necessary to evaluate the appropriateness of the proposed substitution and the impact of any such substitution on the performance of the Agreement. Additionally, HSD shall, upon request, be provided with a timely opportunity to interview the proposed substitute before the substitute joins the project.
 - c. If, in the sole discretion of HSD, it is determined that one or more Key Personnel who have not been replaced or diverted are devoting substantially less effort to the work than originally anticipated, or if any one or more of the Key Personnel are not, in the reasonable opinion of HSD, meeting HSD's performance requirements, HSD shall so notify the

Contractor. Upon receipt of a notification of request for replacement from HSD, the Contractor shall follow the replacement request process appearing above.

- d. Under no circumstances shall Contractor divert or otherwise replace Key Personnel without the prior written consent of HSD. In the event that any substitution of Key Personnel becomes necessary for any reason discussed above, or for any other reason, Contractor must complete the above replacement request process and must obtain the written approval of HSD, in such a manner as to ensure that prior approved substitute Key Personnel will be in place within ten (10) business days of the receipt of the replacement request notification by either the Contractor or HSD, unless otherwise agreed to in writing by HSD. Changes of Key Personnel pursuant to this Article shall not be subject to the amendment process of Article 25 herein.
 - e. Replacement of any Key Personnel shall be made with personnel of equal ability, experience, and qualification; Key Personnel may be replaced only with prior approval by HSD's Executive-Level Representative. For all Key Personnel, the HSD reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with Key Personnel with equal ability, experience, and qualifications, subject to HSD approval. The HSD, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of Key Personnel. The Contractor shall take all necessary steps to find an acceptable and appropriate replacement person and shall include in its status reports information on its efforts and progress in finding replacement(s) and the effect of the absence of the Key Personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel.
- C. The HSD reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the HSD, meeting the HSD's expectations. Such personnel changes shall not be subject to the amendment process of Article 25 herein.

ARTICLE 13 – STATUS OF CONTRACTOR

- A. Independent Contractor. The Contractor and its agents and employees are independent contractors performing professional Services for the HSD and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded

to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

- B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the HSD.

ARTICLE 14 – AMENDMENT MANAGEMENT

- A. Changes. Contractor may not make changes within the Scope of Work as defined by Article 2 and Exhibit A, unless Contractor has received written approval for such changes from the Executive Level Representative, pursuant to the "Amendment Process" below.

Such changes may include, but not be limited to, deletion of Deliverables or tasks as deemed appropriate by the HSD as well as the following:

1. Deliverable requirements as outlined in Exhibit A;
2. Due date of any Deliverable as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit C;
4. Agreement compensation, as outlined in Article 3 and Exhibit C; or
5. Agreement termination, as outlined in Article 5.

- B. Process. An Amendment may be initiated by either the Contractor or the HSD. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, an Amendment Request shall be submitted that meets the following criteria:

1. The Project Manager, after consultation with the Contractor, shall draft a written Amendment Request for review and approval by the Executive Level Representative to include:
 - a. Name of the person requesting the change;
 - b. Summary of the required change;
 - c. Start date for the change;
 - d. Reason and necessity for change;
 - e. Elements to be altered; and
 - f. Impact of the change.

- C. The parties may change the scope of the Services and Deliverables and other matters specified in a Statement of Work only by a written amendment executed by an

authorized representative of each party (an "Amendment"). If Contractor performs work at the request of HSD that is not specified in a Statement of Work, (i) the work will be considered Services provided under this Contract, and HSD will pay Contractor for such Services in accordance with Contractor's then-current time and materials rates, and (ii) the parties will promptly negotiate and enter into a Statement of Work or Amendment to an existing Statement of Work to reflect the new or changed Services.

- D. The Executive Level Representative shall provide a written decision on the Amendment Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Amendment Request. All decisions made by the Executive Level Representative are final. Amendment Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

- A. If Independent Verification and Validation (IV&V) professional Services are used or required to be used for the Project associated with this Agreement, the Contractor hereby agrees to cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to:
1. Providing the Project documentation;
 2. Allowing the IV&V vendor to attend the Project meetings; and
 3. Supplying the IV&V vendor with any other material as directed by the Project Manager.

ARTICLE 16 – DEFAULT/BREACH

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the HSD and the State of New Mexico may procure or Services and/or Deliverables from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages as limited by Article 18 below; and the HSD and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law, case law or equity. This remedy shall be in addition to, and not in lieu of, any remedy exercised by the HSD pursuant to Article 7, Termination Management.

ARTICLE 17 – EQUITABLE REMEDIES

Contractor acknowledges that its failure to comply with any provision of this Agreement may cause the HSD irrevocable harm and that a remedy at law for such a failure may be an inadequate remedy for the HSD, and the Contractor consents to the HSD's seeking from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance subject fully to the applicable law and all defenses available to the Contractor. HSD's rights to obtain equitable relief pursuant to this Agreement shall be in

addition to, and not in lieu of, any other remedy that HSD may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 18 – LIABILITY

- A. To the extent permitted by law, the total liability of each Party (and its Affiliates and subcontractors) to the other Party (and its Affiliates, subcontractors and/or to any third party or otherwise) whether based upon an action or claim in contract, tort (including negligence and strict liability), breach of warranty, misrepresentation, equity or otherwise (including any action or claim arising from the acts or omissions of the liable Party or, as the case may be, its Affiliate), or in any manner related to this Agreement, shall not exceed in respect of Services performed under any Services SOW, an amount equal to the average annual charges for Services paid or payable to Contractor under the Services SOW giving rise to such liability during the twelve (12) month period immediately preceding the most recent event giving rise to the claim (or if such event occurs in the first twelve (12) months of the SOW Term, 100% of the Charges estimated to be paid first 12 months of the SOW Term (the “General Liability Cap”).

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property at any time, in any way, if and to the extent that the injury or damage was caused by or due to the fault or negligence of the Contractor or a defect of any equipment provided or installed, provided in whole or in part by the Contractor pursuant to the Agreement. Contractor shall not be liable for damages arising out of, or caused by, alterations made by the HSD to any equipment or its installation or for losses caused by the HSD’s fault or negligence.

- B. The limitations in A above shall not apply to: (i) Contractor’s negligence causing death or tangible personal property damage; (ii) Contractor’s indemnification obligations under Article 10; (iii) Contractor’s breach of its confidentiality obligations under Article 22 (excluding breaches involving Personal Data which are addressed in D below).
- C. Except for the exclusions noted in Section B above, in no event shall either party be liable for consequential, incidental, indirect, special or punitive damages, losses or expenses, or any business interruption, lost data, lost profits or savings, even if it has been advised of their possible existence.
- D. Notwithstanding the foregoing and to the extent permitted by law, the limitation of liability relating to Contractor’s obligations with respect to losses arising, as a result of Contractor’s breach of its data privacy obligations as set forth in Article 47, Exhibits D and E (including fines and penalties assessed by government or regulators as well as any indemnities for such claims) and all claims and damages on a comparative basis resulting from Contractor’s breach of its data privacy obligations hereunder with respect to Personal Data shall be extended to an amount equal to one hundred fifty percent (150%) of the applicable liability cap set forth in A above (herein “Increased Liability Cap”) For

clarity, the General Liability cap in Section A above and the Increased Liability Cap are not cumulative, meaning that in any event the liability of a Party shall never exceed in the aggregate the Increased Liability Cap whatever the basis of any claim or claims, other than respect of those liabilities contemplated in Section B above. In no event shall either party be responsible for any business interruption, lost data, lost profits or savings, even if it has been advised of their possible existence.

ARTICLE 19 – ASSIGNMENT

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

ARTICLE 20 – SUBCONTRACTING

- A. **General Provision.** Except for leased employee or staff supplementation services Contractor may utilize from time to time, the Contractor shall not subcontract any portion of this Agreement without the prior written approval of the HSD and agreement to Exhibit A constitutes written approval. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the HSD.
- B. **Responsibility for subcontractors.** The Contractor must not disclose Confidential Information of the HSD or of the State of New Mexico to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of the Contractor under this Agreement. Any and all PHI shall be subject to the attached BAA, which is hereby set forth in Exhibit E attached, where appropriate.

ARTICLE 21 – RELEASE

The Contractor's Acceptance of final payment of the amount due under this Agreement shall operate as a release of the HSD, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

ARTICLE 22 – CONFIDENTIALITY

Any Confidential Information provided by either party to the other party or, developed by one party based on information provided by the other party in the performance of this Agreement shall be kept confidential to the extent permitted by law and in a manner consistent with the disclosing party's Confidential Information of a similar nature but in no event less than an industry standard of care and shall not be made available to any individual or organization by the receiving party without the prior written approval of the disclosing party. Upon termination of this Agreement, receiving party shall deliver all Confidential Information in its possession to the HSD within ninety (90) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the HSD may result in direct, special and incidental damages.

This Article 22 will not apply to any particular information that either Party can demonstrate: (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving Party; (iii) was in the possession of the receiving Party at the time of disclosure to it and was not the subject of a pre-existing confidentiality obligation; (iv) was received after disclosure to it from a third Party who had a lawful right to disclose such information (without corresponding confidentiality obligations) to it; or (v) was independently developed by the receiving Party without use of the Confidential Information of the disclosing Party. The Parties acknowledge that third-party software may be subject to additional confidentiality restrictions imposed by the applicable vendor's license or other agreement.

ARTICLE 23 – CONFLICT OF INTEREST

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

regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4. This Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;
 5. In accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
 6. In accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article 23 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 23 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 23 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 23(B)

ARTICLE 24 – RECORDS AND AUDIT

The Contractor shall maintain detailed records that indicate the nature and price of Services rendered during this Agreement's term and effect and retain them for a period of five (5) years from the date of final payment under this Agreement.

During the term and for 12 months thereafter, HSD will have the right to audit, at its expense, and Contractor will provide HSD's employees, independent inspection agent and/or their

representatives (so long as such inspection agent or representatives are not competitors of Contractor) with reasonable access to Contractor's and its subcontractor's premises (if applicable), personnel, data, records, controls, processes, and procedures relating to Services to be provided by Subcontractor, for the purpose of determining whether Subcontractor is in compliance with its obligations under this Agreement. HSD will provide, at a minimum, 14 days prior written notice of its intention to conduct such an audit. HSD and its auditors will conduct such audits in a manner that will result in a minimum of inconvenience and disruption to Contractor's business operations. Audits may be conducted only during normal business hours, and no more frequently than annually. HSD and its auditors will not be entitled to audit (i) data or information of other customers or clients of Contractor; (ii) any cost information unless such is the basis of a reimbursable expense; (iii) Contractor's quality assurance reviews and contract management reports; or (iv) any other Confidential Information of Contractor that is not directly relevant for the authorized purposes of the audit. The auditors and other representatives of HSD will execute and deliver such confidentiality and non-disclosure agreements and comply with such security and confidentiality requirements as Contractor may require in connection with such audits. If errors or deficiencies are identified by an audit, Contractor shall take prompt action to correct any deficiency. These audit provision shall not apply to any third-party cloud provider.

Other than in connection with the provision of Services pursuant to a HSD-approved business continuity and/or disaster recovery assistance plan, if either Party requests that Services, which in HSD's reasonable opinion are required to be provided from a location covered by an ISAE 3402/SSAE 16 report described above, be provided from a location not covered by an ISAE 3402/SSAE 16 report, the Parties will address how to meet such requirement prior to the Services being provided from such location.

In addition to the SSAE 16/ISAE 3402 audit provided above, HSD, at its own expense, may further audit Contractor (either at HSD's facilities or that portion of Contractor's delivery center from which Services are provided to HSD) in accordance with the terms in covered in Section [16.3/16.4]. If HSD requests an HSD specific SSAE 16 or ISAE 3402 or joint SSAE 16/ISAE 3402 report, Contractor will contract with an internationally or nationally recognized independent public accounting firm to perform the HSD specific audit. HSD will be responsible for all costs associated with the HSD specific audit. HSD will be able to set the scope which shall be reasonably related to the Services and those portions of the Contractor Locations from which Services will be provided to HSD, establish the control objectives, determine the frequency of such audit, and determine the reporting period.

ARTICLE 25 – AMENDMENT

This Agreement, including any exhibit or appendix thereto, shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto and CMS. Where required by state authorities, no amendment shall be effective or binding unless approved by all of the approval authorities. Amendments specifically subject to approval of state authorities in addition to the HSD, include but are not limited to the following:

1. Deliverable requirements, as outlined in Exhibit A;

2. Due Date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit C;
4. Agreement Compensation, as outlined in Article 3 and Exhibit C or
5. Agreement termination, as outlined in Article 5.

ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

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

ARTICLE 27

INTENTIONALLY LEFT BLANK

ARTICLE 28 – SEVERABILITY, MERGER, SCOPE, ORDER OF PRECEDENCE

- A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.
- B. Merger/Scope/Order. This Agreement, inclusive of any attached exhibits, schedules, or appendices, including but not limited to those specifically listed below, constitutes the entire Agreement among the parties. All agreements, covenants and understanding between the Parties have been merged into this Agreement. No prior agreement or

understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement. The terms and conditions as stated in the main agreement have precedence over any potentially conflicting terms and conditions in any exhibits, schedules, or appendices attached hereto, except where the Federal Supremacy clause requires otherwise.

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

1. The terms and conditions of this Agreement and its Exhibits including but not limited to Exhibit A, B C, D, E, F and G;
2. The Services offered in the proposal submitted by the Contractor in Response to ***RFP 19-630-4000-0001 Health and Human Services 2020 Consolidated Customer Service Center***;
3. The requirements and expectations as described in the ***Request for Proposal 19-630-4000-0001 Health and Human Services 2020 Consolidated Customer Service Center*** and any RFP amendments issued;

ARTICLE 29 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For HSD

Russ Illich, HSD/ITD Project Manager
russw.illich@state.nm.us
505-476-3992
1301 Siler Rd, Bldg. B/C, Santa Fe NM 87507

For CONTRACTOR

Jamie Wills, Managing Director
Accenture
Jamie.wills@accenture.com
512-732-5369
323 Congress, Austin, TX 78701

Any change to the Notice individual or the address, shall be effective only in writing.

ARTICLE 30 – GENERAL PROVISIONS

- A. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, including but not limited to:
1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
 2. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.
 3. Workers Compensation. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the HSD.
- B. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement.
- C. Waiver. 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 expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

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

ARTICLE 31 – SURVIVAL

The Articles entitled Article 9 Intellectual Property, Article 10 Intellectual Property Indemnification, Article 2 Intellectual Property Ownership, Article 22 Confidentiality, and Article 11 Warranties, Article 18 Liability shall survive the expiration or termination of this Agreement. In the event any Software License and Software Escrow agreements are entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 32 – TIME

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

ARTICLE 33 – FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

ARTICLE 34 – DEBARMENT AND SUSPENSION

- A. Consistent with all applicable federal and/or state laws and regulations, , 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 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 A, above, is a material representation of fact upon which the HSD relied when this Agreement was entered into by the parties. The Contractor's certification in Paragraph 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 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 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 the HSD's Project Manager if, at any time during the term of this Agreement, the Contractor learns that its certification in Paragraph 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 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 the HSD, the HSD may terminate the Agreement.
- C. As required by statute, regulation or requirement of this Agreement, and as contained in Paragraph A, above, 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 the HSD when it requests subcontractor approval from the HSD. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the HSD may refuse to approve the use of the subcontractor.

ARTICLE 35 – CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS

TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

- A. The applicable definitions and exceptions to prohibited conduct and disclosures contained in 31 U.S.C. § 1352 and 45 C.F.R. Part 93, as applicable, are hereby incorporated by reference in subparagraph (B) of this certification.
- B. The Contractor, by executing this PSC, certifies to the best of its knowledge and belief that:
1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement; and
 2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer.
- C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance is placed when this Agreement is made and entered into. Submission of this certification is a prerequisite for making and entering into this Agreement imposed under 31 U.S.C. § 1352. It shall be a material obligation of the Contractor to keep this certification current as to any and all individuals or activities of anyone associated with the Contractor during the pendency of this Agreement. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to: (1) a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure; and/or (2) at the discretion of the HSD, termination of the Agreement.

ARTICLE 36 – NON-DISCRIMINATION

- A. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; and the Americans With Disabilities Act of 1990, Public Law 101-336; in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex, or marital status.
- B. This provision shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
- C. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation or be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert similar provisions in all subcontracts for services allowed under this Agreement under any program or activity.
- D. The Contractor agrees to provide meaningful access to services for individuals with Limited English Proficiency (LEP) in accordance with Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency."

ARTICLE 37 – DRUG FREE WORKPLACE

- A. Definitions. As used in this paragraph—
 1. "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act, 21 U.S.C § 812, and as further defined in regulation at 21 CFR §§ 1308.11 - 1308.15.
 2. "Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
 3. "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.
 4. "Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

5. "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
 6. "Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.
- B. The Contractor, if other than an individual, shall:
1. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 2. Establish an ongoing drug-free awareness program to inform such employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 3. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph B. (1);
 4. Notify such employees in writing in the statement required by subparagraph (B)(1) of this clause that, as a condition of continued employment on this Agreement, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
 5. Notify HSD in writing within 10 days after receiving notice under (B) (4) (b) of this paragraph, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 6. Within 30 days after receiving notice under B.(4)(b) of this paragraph of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Taking appropriate personnel action against such employee, up to and including termination; or

- b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- 7. Make a good faith effort to maintain a drug-free workplace through implementation of B. (1) through B. (6) of this paragraph.
- C. The Contractor, if an individual, agrees by entering into this Agreement not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- D. In addition to other remedies available to the Procuring Agency, the Contractor's failure to comply with the requirements of subparagraph B or C of this paragraph will render the Contractor in default of this Agreement and subject the Contractor to suspension of payments under the Agreement and/or termination of the Agreement in accordance with paragraph 4, above.

ARTICLE 38 – FINDINGS AND SANCTIONS

- A. The Contractor agrees to be subject to the findings, sanctions and disallowances assessed or required as a result of audits pursuant to this agreement.
- B. If the HSD becomes aware of circumstances that might jeopardize continued federal funding, the situation shall be reviewed and reconciled by a mutually agreed upon panel of Contractor and the HSD officials. If reconciliation is not possible, both parties shall present their view to the Director of the Administrative Services Division who shall determine whether continued payment shall be made.

ARTICLE 39 – PERFORMANCE

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

- A. All work will be performed under the supervision of the Contractor, the Contractor's employees, and the Contractor's subcontracted staff.
- B. Contractor agrees that, if Federal Tax Information (FTI) is introduced into Contractor's information systems, work documents, and/or other media by written agreement, any FTI as described in 26 U.S.C. § 6103, limited to FTI received from, or created on behalf of HSD by Contractor; Protected Health Information (PHI) as defined in 45 C.F.R. § 160.103, limited to PHI received from or created on behalf of HSD by Contractor; or Personally Identifiable Information (PII) as defined by the National Institute of Standards of Technology, limited to PII received from or created on behalf of HSD by Contractor

pursuant to the Services; all together referred to hereafter in Article 39 as Confidential Information, made available to Contractor shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and will not be divulged or made known in any manner to any person or entity except as may be necessary in the performance of this contract. Inspection by, or disclosure to, any person or entity other than an officer, employee, or subcontractor of the Contractor is prohibited.

- C. Contractor agrees that it will account for all Confidential Information upon receipt and store such Confidential Information in a secure manner before, during, and after processing. In addition, all related output will be given the same level of protection by the Contractor as required for the source material.
- D. Contractor will provide notification to HSD that the Confidential Information processed during the performance of this Agreement will be deleted from, or otherwise wiped, removed, or rendered unreadable or incapable of reconstitution by known means on all electronic data storage components, including paper files, written records, printers and all magnetic and flash memory components of all systems and portable media, and no output will be retained by the Contractor at the time the work is completed or 120 days after this Contract is terminated. If prompt purging of all electronic data storage components is not possible, the Contractor will provide notification to HSD that any Confidential Information remaining in any storage component will be safeguarded, using IRS Pub 1075 information storage safeguarding controls for FTI to protect against unauthorized disclosures beyond the term of this Agreement as long as Contractor is in possession of such Confidential Information.
- E. Any spoilage or any intermediate hard copy printout that may result during the processing of Confidential Information will be given to the HSD or his or her designee. When this is not possible, the Contractor will be responsible for the destruction (in a manner approved by the HSD) of the spoilage or any intermediate hard copy printouts and will provide the HSD or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- F. All of Contractor's computer systems, office equipment, written records, and portable media receiving, processing, storing, or transmitting Confidential Information must meet the requirements defined in relevant federal regulations such as IRS Publication 1075, HIPAA Privacy Rule (45 CFR Part 160 and Subparts A and E of Part 164), HIPAA Security Rule (45 CFR Part 160 and Subparts A and C of Part 164), and/or any other Federal requirements that may apply to this contract. To meet functional and assurance requirements, the security features of the Contractor's environment must provide for security across relevant managerial, operational, and technical controls.
- G. No work involving Confidential Information furnished under this Agreement will be subcontracted without prior written approval of the HSD.
- H. The Contractor will maintain a list of its personnel, subcontractors, and/or business-related entities with authorized access (electronic or physical) to HSD Confidential

Information. Such list will be provided to the HSD and, upon request, to the federal agencies as required.

- I. The Contractor will provide copies of signed acknowledgments for its staff and its subcontractors and/or Business Associates, to provide certification that relevant information security awareness and training was completed. These certifications will be provided to the HSD upon contract start and, at a minimum, annually thereafter during the term of this Agreement.
- J. Upon request, the Contractor will provide the HSD copies of current client-facing summary policies that document Contractor's security controls as they relate to HSD Confidential Information. This includes, at a minimum, any System Security Plans which describe the administrative, physical, technical, and system controls to be implemented for the security of the Department's Confidential Information. The plan shall include the requirement for a Contractor notification to the Department Security Officer or Privacy Officer of breaches or reasonably suspected breaches of information within 48 hours of their discovery.
- K. The Contractor shall notify the HSD of any instances of breach promptly upon their discovery, but no later than a period of 48 hours (as stated above). Where available, notification shall include a summary description of the privacy and breach and corrective action planned and/or taken.
- L. The Contractor must provide the HSD with a summary of a corrective action plan (if any) to provide any necessary safeguards to protect PII from breaches. The corrective action plan must contain a long-term solution to possible future privacy and security threats to PII. In addition to the corrective action, the Contractor must provide reasonable updates as to the progress of all corrective measures taken until the issue is resolved.
- M. All client files and patient records created or used to provide services under this Agreement, as between the parties, are at all times property of HSD. Upon HSD's request, all such client files and patient records shall be returned to HSD upon HSD's request or no later than 120 days after the final agreed upon termination date of this contract.

ARTICLE 40 – CRIMINAL/CIVIL SANCTIONS

- A. Each officer, employee, and/or subcontractor of the Contractor to whom tax returns or tax return information is or may be disclosed shall be notified in writing by the Contractor that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Contractor shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the

officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by Internal Revenue Code (IRC) Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- B. Each officer, employee, and/or subcontractor to whom tax returns or tax return information is or may be disclosed shall be notified in writing by Contractor that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. 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 contract. Inspection by or disclosure to anyone without an official need to know may constitute a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Contractor 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 in an amount equal to the sum of the greater of \$1,000.00 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.
- C. Additionally, it is incumbent upon Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C.552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to HSD records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000. Furthermore, the Contractor will inform its officers and employees of the penalties imposed by the HIPAA Privacy Rule (45 CFR Part 160 and Subparts A and E of Part 164), and HIPAA Security Rule (45 CFR Part 160 and Subparts A and C of Part 164), which provide that any officer or employee of a contractor, who willfully discloses Protected Health Information in any manner to any person not entitled to receive it, may be subject to civil and criminal penalties of up to \$50,000 and up to one year imprisonment.
- D. Contractor agrees that granting access to Confidential Information to any individual must be preceded by confirming that each individual understands the HSD's applicable security policy and procedures for safeguarding the Confidential Information. Contractors

must maintain authorizations issued to such individuals to access Confidential Information through annual recertification. The initial confirmation and reconfirmation must be documented and placed in a file for the HSD's review. As part of the confirmation and at least annually afterwards, Contractor will be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). 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 per Section 10 of IRS Publication 1075.)

ARTICLE 41 – INSPECTION

The HSD and/or its regulating federal partners (such as IRS, CMS, FNS, etc.) shall have the right to send its officers and/or employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work related to Confidential Information under this contract. On the basis of such inspection, the HSD and/or regulating federal partners may communicate specific measures to be performed or met by the Contractor as may be required in cases where the Contractor is found to be noncompliant with contract safeguard.

ARTICLE 42 - CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH LAWS AND REGULATIONS

- A. The Contractor is responsible for compliance with applicable laws, regulations, and administrative rules that are applicable to Contractor's operation of its business or the operation of the business of its Affiliates, including all laws relating to Contractor's employment and compensation of Contractor personnel and/or that regulate Contractor in its capacity as a provider of consulting and outsourcing services ("Contractor Laws"), including but not limited to, applicable State and Federal tax laws, State and Federal employment laws, State and Federal regulatory requirements and licensing provisions. Likewise, HSD is responsible for compliance with applicable laws, regulations and administrative rules that are applicable to HSD's operation of its business, including all laws relating to HSD's employment and compensation of HSD personnel and/or that regulate HSD in its capacity as a provider of consulting and outsourcing services ("HSD Laws").
- B. The Contractor and HSD are respectively responsible for causing each of its employees, agents or subcontractors who provide services under this Agreement to be properly licensed, certified, and/or have proper permits to perform any activity related to the Scope of Work of this Agreement and Exhibit A.
- C. If the Contractor's performance of its obligations under the terms of this agreement qualifies it as a Business Associate of the HSD as defined by the Health Insurance

Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, the Contractor agrees to execute the HSD Business Associate Agreement (BAA), attached hereto as Exhibit E, and incorporated herein by this reference. which shall apply to all Protected Health Information provided to the Contractor.

- D. It is agreed that this Agreement reflects the law in effect on the Effective Date. If either Party becomes aware of any proposed change in law or new law which could materially increase either Party's costs to perform, receive or deliver the Services ("Potential Legislation"): (a) such Party will promptly notify the other Party in writing of the Proposed Legislation; and (b) the Parties will work together in good faith and fully cooperate to identify possible alternatives for the delivery or receipt of the Services which could mitigate the impact of the Potential Legislation without materially affecting the Service Level requirements or other performance standards set forth in the Agreement. The Parties will discuss and attempt to resolve any matters related to the Potential Legislation in accordance with the Amendment Process in Article I4 of this Agreement. Furthermore, if a change in law occurs during performance of this Agreement, the Parties will address the increased costs and/or impact of such change in law To the extent that Contractor must change the Services as result of changes in Contractor Laws and its compliance requirements referred to in this Article 42, Contractor shall notify HSD of such changes as far in advance as reasonably practical and shall implement such changes at Contractor's expense via an Amendment. To the extent that Contractor must change the Services as result of changes in HSD Laws (including any HSD Compliance Directive) and the compliance requirements referred to in this document, HSD shall notify Contractor of such changes as far in advance as reasonably practical and Contractor shall implement such changes at HSD's expense via an Amendment but not to exceed the Maximum Cap of Compensation. The Parties agree to work together in order to determine whether there are any legal or regulatory restrictions that would restrict Contractor and/or its affiliates and/or their personnel from performing the applicable Services as proposed ("Restrictions") and if so, then discuss and agree, in good faith, how to address the Restrictions; provided that in no event shall Contractor be required to provide services in violation of the Restrictions.

ARTICLE 43 – CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH LAWS AND REGULATIONS RELATING TO INFORMATION SECURITY

- A. The Contractor agrees to monitor and control all its employees, subcontractors, consultants, or agents performing the Services under this Contract in order to assure compliance with the following regulations and standards insofar as they apply to Contractor's processing or storage of HSD's Confidential Information or other data:
1. The Federal Information Security Management Act of 2002 (FISMA);
 2. The Health Insurance Portability and Accountability Act of 1996 (HIPAA);

3. The Health Information Technology for Economic and Clinical Health Act (HITECH Act);
4. IRS Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies to include any Service Level Agreement requirements;
5. Electronic Information Exchange Security Requirements, Guidelines, And Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration; and
6. NMAC 1.12.20, *et seq.* “INFORMATION SECURITY OPERATION MANAGEMENT”.

ARTICLE 44 – ENFORCEMENT

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.

ARTICLE 45 – AUTHORITY

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

ARTICLE 46 – MEDIA

Contractor shall not release or distribute, via news media, social media, or any other consumable media source, any Agreement-related information, including but not limited to, information regarding Contractor's work under the terms of the Agreement, or the status of the work under the Agreement, without the prior express consent of HSD. The Contractor's request to release any Agreement information shall contain a copy of the specific information the Contractor is seeking approval to release and a description of the intended form of release. This provision shall survive the term of this Agreement.

ARTICLE 47 – DATA PRIVACY.

- A. **HSD Personal Data.** For purposes of this Agreement, HSD Personal Data shall remain at all times the property of HSD. The term HSD Personal Data shall not include information or data that is anonymized, aggregated, de-identified and/or compiled on a generic basis in such a manner that the data does not itself identify any individual and is

unlikely to allow any individual to be identified through its combination with other data. If Contractor requires or is to be provided access to Process any HSD Personal Data in connection with the Services, the Parties will first agree on the nature and purpose of such access (including the type of data and the categories of data subjects comprising HSD Personal Data to be Processed by Contractor) in the applicable SOW, along with the data protection procedures to be followed by the Parties with respect to the access, use and protection of such HSD Personal Data and, where necessary, implement additional data security controls and protocols to be followed by each Party with respect to the Processing and protection of such HSD Personal Data, as may be required under applicable Data Privacy Laws (the "Personal Data Security Protocols") attached hereto as Exhibit D. For clarity, unless otherwise agreed in the applicable SOW, HSD will not provide to Contractor, or give it access to, HSD Personal Data under this Agreement without Contractor's prior written consent. However, if Contractor knowingly receives HSD Personal Data from HSD that is not required to perform the Services, Contractor will so notify HSD, return or destroy such HSD Personal Data (as instructed by HSD), and HSD shall take steps to promptly rectify the situation to prevent recurrence. HSD acknowledges that HSD Content is hosted on an AWS cloud platform, and subject to AWS' policies at <http://aws.amazon.com>.

Notwithstanding the requirements of Article 22 with respect to Confidential Information generally, the standard of care for the protection of HSD Personal Data is set forth in this Article 47 and any Personal Data Security Protocols specified in the SOW. To the extent any of the provisions of this Agreement purporting to apply to Personal Data conflict with provisions of this Article 47 or the Personal Data Security Protocols specified in Exhibit D to this Agreement, the provisions of this Article 47 and such additional Personal Data Security Protocols shall control over such other provisions.

- B. Data Controller/Processor.** With respect to HSD Personal Data that is provided to and Processed by Contractor under the SOW, HSD shall be and remain the Data Controller and Contractor shall be the Data Processor, unless otherwise expressly agreed and set forth in such SOW. Each Party shall comply with its respective obligations as the Data Controller and Data Processor under applicable data protection laws and regulations (together, the "Data Privacy Laws").
- C. Compliance.** As between Contractor and HSD, HSD shall be solely responsible for determining its compliance with Data Privacy Laws that are applicable to it as a Data Controller. In no event shall Contractor be required to monitor or advise on the Data Privacy Laws applicable to HSD as a Data Controller. HSD will be responsible for the sufficiency of its policies and safeguards. In the event that there are any changes to (including changes in interpretation of) any of the Data Privacy Laws that require a change to the provision of all or any part of the Services or a method of delivery of such Services in use by Contractor prior to such change, then (i) HSD shall bear the cost of such changes resulting from changes in HSD Laws or any HSD Compliance Directives, (ii) Contractor shall bear the cost of such changes resulting from changes in

Contractor Laws, and (iii) the Parties shall make appropriate adjustments to the terms of this Agreement and the Services (and corresponding charges) in accordance with the Change Process.

- D. Transfer.** The Parties agree that Contractor may transfer HSD Personal Data within its global organization, where necessary for and in connection with the provision of the Services, in accordance with the applicable Data Privacy Laws and each Party agrees to execute further contracts to enable such transfers, where this is required by applicable Data Privacy Laws.

During Transition of the Services, all necessary agreements will be put in place in relation to the proposed international personal data transfers which incorporate the EU standard contractual clauses between the HSD and its Affiliates (“Client Group”) in their capacity as Data Controllers and Contractor and its Affiliates (“Contractor Group”) in their capacity as Data Processors. The liability provisions therein, as between the members of the Contractor Group and the members of the HSD Group shall be subject to the liability provisions of this Agreement. The Parties shall use all reasonable efforts to expedite this process, and at a minimum as is required to complete the agreements prior to commencement of any international transfers of personal data.

- E.** If Contractor or Contractor Personnel will have access to “Protected Health Information” (as such term is defined by the HIPAA Privacy Rule), the Parties shall execute a Business Associate Agreement which is attached hereto as Exhibit E. Contractor shall comply with the terms of the Business Associate Agreement in performing the applicable Services. Contractor shall be responsible under this Agreement for any failure of Contractor or Contractor Personnel to comply with the applicable terms of the Business Associate Agreement.

- F.** For the purposes of the applicable SOW, any Processing of HSD Personal Data by Contractor will be undertaken by Contractor as a data processor or agent acting on HSD’s behalf, as the Data Controller or principal, and in accordance with instructions received from HSD. HSD appoints Contractor to undertake such processing on its behalf in order to receive the Services. HSD will be responsible for providing adequate notification to End Users and obtaining any necessary Consents (i.e. any legally required Consents from participants, including Consents from the parents of participants who are minors and any changes and/or revocations to such Consents) and authorizations from data protection authorities to allow the disclosure and processing of such HSD Personal Data by Contractor and its subcontractors in the hosted environment via the Services. HSD appoints Contractor to undertake such processing on its behalf in order to receive the Services. HSD will be responsible for providing adequate notification to End Users and obtaining any necessary Consents (i.e. any legally required Consents from data subjects, including Consents from the parents of data subjects who are minors and any changes and/or revocations to such Consents) and authorizations from data protection authorities to allow the disclosure and processing of such HSD Personal Data by Contractor and its subcontractors in the hosted

environment via the Services. HSD will secure for Contractor the right to use HSD Data, including any Personal Data therein, solely to the extent necessary to provide the Services to Contractor, without creating any obligations for Contractor beyond those set forth in the applicable SOW. Contractor remains the operator and data controller of HSD Personal Data submitted for processing to Contractor and is responsible for determining (i) if HSD will be able to comply with applicable Data Privacy Laws in its use of the Services and (ii) whether Data Privacy Laws require that such HSD Personal Data originating from a particular country remain inside that particular country (“Localization”). In the event that HSD determines that Localization is required to enable HSD to comply with applicable Data Privacy Laws, HSD shall notify Contractor and the parties agree to negotiate in good faith an amendment to the applicable SOW, including additional costs associated with such Localization. The parties agree to negotiate in good faith and amend the applicable SOW as mutually agreed upon to address any additional requirements required by applicable privacy laws that may be enacted in the future, including any indemnification obligations and associated limitation of liability provisions (if any) with respect to breaches of either party’s data protection obligations under such laws and the applicable SOW.

- G. Contractor reserves the right to include in communications to applicants or participants, including online or paper forms, applications, emails, on-hold or other telephonic messages, or voice recordings, language appropriate to obtain the applicant or participant’s Consent to be contacted and Contractor will allow for HSD’s review prior to inclusion of any such Consent. HSD is hereby responsible to procure any and all Consents and provide all notice statements for call recording that has been proposed in the SOW. Retention of those calls shall not exceed two (2) years in length.
- H. The parties acknowledge that in performing the call center Services, Contractor is acting in the HSD’s interest and as the HSD’s legal agent.

ARTICLE 48 – OTHER TERMS.

- A. HSD hereby acknowledges, accepts and agrees that Contractor may have to suspend HSD’s and/or its Authorized Users’ right to access or use all or any portion of the services, or remove any relevant HSD Content as described below: (i) where such access or use, or any HSD Content (x) poses a security risk to or may otherwise adversely impact the Services or (y) infringes or otherwise violates the rights or other interests of a third party, entails illegal or otherwise prohibited content or activities, or otherwise subjects Contractor to a potential liability; or (ii) where Contractor is required to do so under any applicable laws, or any court’s or governmental body’s order.
- B. When allowed under the applicable laws and if otherwise reasonable under the circumstances (as determined by Contractor in its discretion), Contractor shall provide HSD with a written notice prior to such suspension, and an opportunity to take steps to avoid any such suspension. Any suspension of HSD’s or its Authorized Users’ right to access or use the Services shall not release the HSD from its obligations under this

Agreement and the SOW, including any obligation of paying the fees. Contractor's suspension right is in addition to Contractor's right to terminate this Agreement or the SOW pursuant to this Article 48.

- C. Contractor may need to apply updates or make changes to the Services that it is providing pursuant to the SOW, provided always that Contractor shall not be entitled to apply such updates or other changes in a manner that would make the Services non-conforming with the SOW, or otherwise materially diminish the scope or the quality of the Service provided, unless such changes are necessary for Contractor to comply with any applicable laws. Contractor will notify the HSD reasonably in advance of any planned changes to the Services that have any material impact on HSD's access to or use of the relevant Service.
- D. HSD retains responsibility for: (i) ensuring that HSD's security requirements, infrastructure, landscape, policies, and protocols ("HSD's Security Requirements") comply with all applicable laws, meet HSD's business requirements, and comply with HSD's applicable internal guidelines, long-term goals, any third-party agreements; (ii) pursuing any enforcement or legal action with regard to such requirements; and (iii) reviewing and updating the HSD's Security Requirements to reflect technological developments as identified by either Contractor or HSD's. Contractor's agreement to comply with HSD's Security Requirements shall in no event be interpreted to mean that Contractor verifies that such HSD's Security Requirements comply with applicable laws, HSD's internal guidelines, third-party agreements or otherwise meet HSD's business requirements, or applicable industry standards. HSD acknowledges that, in providing the Services, Contractor will access HSD Systems and HSD data. HSD will secure in advance of commencement of Services all permissions, consents or authorizations necessary for Contractor to access and use such HSD System and data to perform Services under this Agreement, and/or to use any third-party System(s) or data Contractor may use or require access to in performing the Services.
- E. HSD is responsible for ensuring that Security Services provided under this SOW, as well as rules, processes, reports and exceptions to be used as part of Services, are appropriate to meet HSD's security requirements or any applicable regulatory requirement.
- F. HSD is responsible for obtaining and maintaining its own hardware, software, communications equipment and network connections necessary to access the Services, and for paying any applicable third-party fees and charges incurred while accessing and using the Services.
- G. HSD is responsible for all use of the Services by those who have access to it through HSD's credentials, and for ensuring that its Authorized Users do not circumvent or disclose any usernames, passwords or other access credentials or authentication details, or interfere with or disrupt any other security control of the Services.

- H. HSD shall maintain commercially reasonable security standards for its and its Authorized Users' use of the Services. Specifically, HSD will use good industry practice virus protection software, and other customary procedures to screen any HSD Content to avoid introducing any Virus or other malicious files or other harmful code that could disrupt the proper operation of the systems used in the provision of the Services. HSD also agrees that it shall use all reasonable endeavors to ensure that its Authorized Users do not upload or distribute files that contain Viruses or do anything else to disrupt or attempt to disrupt, the systems and networks used for the provision of the Services. If HSD learns or suspects that its Authorized Users have introduced a Virus, HSD will notify Contractor and cooperate in mitigating the effects of such Virus and, in the event a Virus or other such code is introduced into the systems used to deliver the Services due to HSD's failure to use such endeavours, HSD will at its cost assist Contractor in mitigating the effects.

The remainder of this page intentionally left blank.

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

By: [Signature] Date: 1/29/20
HSD Cabinet Secretary

By: [Signature] Date: 1/24/2020
Contractor

By: [Signature] Date: 1/28/20
HSD Chief Information Officer

Approved for legal sufficiency:
By: [Signature] Date: 1/28/20
HSD General Counsel

By: [Signature] Date: 1/25/20
HSD Chief Financial Officer

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

CRS ID Number: 02-132156-00-6
By: [Signature] Date: 1/29/20
Taxation & Revenue Department

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

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

By: [Signature] Date: 1-30-2020
Vincent Martinez, Cabinet Secretary and State Chief Information Officer
Department of Information Technology

This Agreement has been approved by the State Purchasing Contract Review Bureau

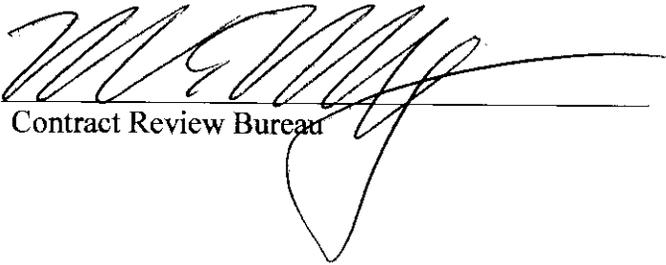
By:  _____ Date: 02/07/2020
Contract Review Bureau

Exhibit A Scope of Work

I. Purpose of this Agreement:

The Purpose of this Agreement is to procure services from a Contractor to configure, provide and operate the Consolidated Customer Service Center (CCSC) module of the HHS 2020 MMISR Solution to meet the State's business needs, improve customer experience, and improve outcomes. The CCSC Contractor ("Contractor") shall be responsible to deliver the depth and range of experience needed to successfully deliver this complex Project.

II. Performance Measures:

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

A. Human Services Department Performance Measures

The Contractor work processes and delivered products and services shall be aligned to support and enhance the Human Services Department's (HSD) major goals and objectives:

Goal 1: Cultivate a motivated, capable workforce and a positive work environment

Goal 2: Gather, report on, and use relevant data to support process improvement, quality work, and effective planning and management

Goal 3: Adopt standardized processes, methods and tools

Goal 4: Improve IT Security

Goal 5: Plan for and implement an enterprise architecture-based approach to improve maintainability, leverage standardization, and improve outcomes for employees and the people HSD serves

B. Contractor Performance Measures

The Contractor shall provide professional design, development, implementation, maintenance, operation, integration and project/program management services for its module and demonstrate experience, knowledge and the capacity necessary to perform the services described in this agreement.

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

III. Activities

The CCSC Business Services shall encompass planning, designing, configuration, implementation, operation, and maintenance of multiple components – all of which are listed in APPENDIX A. The Contractor shall perform a range of services essential to successful implementation, integration, certification, management and operation of the CCSC. The selected Contractor will:

- Configure, provide and operate the CCSC Services through the contract life to meet the State's business needs;
- Perform project management activities for the CCSC Business Services while integrating with the State-led HHS 2020 PMO project management processes and standards;
- Collaborate with Stakeholders from HSD, other State agencies and organizations, other MMISR Contractors, Federal partners, the IV&V Contractor and others as required to make the MMISR Solution a success;
- Suggest and implement approved business process, automation, and technology improvements to continuously enhance CCSC services, processes and technologies to increase efficiencies, lower costs, and improve the delivery of program services to constituents; and
- Create or gather the certification-related artifacts and documentation that relate to the CCSC Business Services; organize artifacts; track and manage completion of materials; validate readiness for certification (working with the MMISR IV&V Contractor); and assist with the presentation of all materials required for CMS Certification and quarterly reviews. The Contractor shall be responsible for supporting HSD through CMS Certification and for taking any corrective actions, completing additional documentation, participating in meetings or presentations (at the request of the State), and other work as may be required to ensure the entire MMISR obtains CMS Certification.
- Apply lessons learned from other large enterprise-driven Contact Center efforts;
- Consider and understand the risks associated with the chosen MMISR approach and how to mitigate the risks;
- Integrate with SI platform, processes and standards;
- Understand the CCSC requirements that affect interoperability within the MMISR Solution and as part of the HHS 2020 Framework;

- Deliver CCSC Business Services that actively assist the State in achieving MITA Maturity Level 4 and CMS certification;
- Exercise competence and experientially developed strength in applying well-defined methodologies and processes to manage and deliver the Project successfully; and
- Apply and foster creativity in understanding the State's goals for this Project and for HHS 2020 and applying that understanding to the recommended CCSC Business Services and MMISR Solution as a whole. The Contractor shall perform services introduced in this section and described in more detail in the full Scope of Work (APPENDIX G) for the requirements.

Contractor activities related to general categories of deliverables are described below:

The project's work, and thereby the Contractor's statement of work, is described in the categories below. Each category has an associated list of deliverables to demonstrate progress, milestones, compliance and earned value of the Contractor's work.

1. Project Management Plans and Services

- a. Updates – A suite of project management plans suggested or required by the Centers for Medicare and Medicaid Services (CMS), the NM Department of Information Technology, and the Project Management Institute (PMI) has been created and internally approved by the State MMISR project team. The Contractor shall review and provide updates to each of these plans that address how the Contractor's standard processes, technical staff, project management office and other resources shall be integrated with those of the State MMISR project team.
- b. Originals – A smaller set of project management plans, like those required immediately above, shall supplement the existing suite of plans and shall cover project processes for which the State has no existing plan. The new Original plans shall cover processes to be followed by the State MMISR project team and address how the Contractor's standard processes, technical staff, project management office and other resources shall be integrated with those of the State MMISR project team.
- c. Program and Project Management Services – The Contractor shall execute processes and provide resources necessary to efficiently and effectively conduct the management services described in each of the management plans as they pertain to the CCSC Solution. Progress and accomplishments of these services shall be reported in a monthly status report and shall be compensated to the vendor in a monthly payment.
- d. Most of the management plans have a corresponding, prescribed template or content description from CMS, the HSD or other state agencies. The Contractor is required to use and comply with these templates and guidance. The HSD deliverables review teams shall monitor all deliverables for related compliance.

Management Plans include -

- a. Project Management Plan
- b. Requirements Management Plan

- c. Resource Management Plan
- d. Project Schedule
- e. Training Plan and Manual

2. Certification

HSD shall be eligible for a CMS certification review of the new MMIS. The review shall be conducted in accordance with the CMS Certification Checklists addressed in Addendum 18 of the Procurement Library. The Contractor must be proficient in understanding the CMS checklists and in evaluating their own processes and implemented systems to ensure readiness for the Certification review.

The payment deliverable for the successful CMS certification is valued very highly to demonstrate the HSD priority and emphasis on this accomplishment and as an incentive for the Contractor to effectively support a successful certification.

3. Deliverables:

The following sections describe the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor shall perform each task and/or subtask and support ancillary support requirements related to the contract. The Parties hereby agree that the Deliverable(s) are the controlling items and that the Contractor's obligation is to perform and deliver the Deliverable as described in the following sections.

This Statement of Work provides a list of deliverables, due dates and the associated costs.

1. Project Management Plan Addendum

<u>Deliverable One</u>		<u>Due Date</u>	<u>Compensation</u>
Project Management Plan		Due No Later Than 1 month after contract start date	Not to Exceed Amount: \$385,437 Less: \$38,544 (10% of \$385,437) Total Net Payable on Acceptance: \$346,894 (\$357,300 Charges + \$28,137 est. NM GRT)
Task Item	Sub Tasks	Description	
Project Management Plan	Update HSD Project Management Plan	The Contractor shall update the HSD Project Management Plan (PMP) in alignment with the PMI's Project Management Body of Knowledge and the four phases of the Medicaid Enterprise Certification Lifecycle. The contractors update shall include the following categories of information: <ul style="list-style-type: none"> a. The contractor's approach, in combination with the HSD PMO, to leading, implementing, and conducting 	

<u>Deliverable One</u>	<u>Due Date</u>	<u>Compensation</u>
Project Management Plan	Due No Later Than 1 month after contract start date	Not to Exceed Amount: \$385,437 Less: \$38,544 (10% of \$385,437) Total Net Payable on Acceptance: \$346,894 (\$357,300 Charges + \$28,137 est. NM GRT)

Task Item	Sub Tasks	Description
		<p>the processes described in this plan.</p> <ul style="list-style-type: none"> b. How the contractor's resources shall be integrated into the processes described in this plan. c. How the contractor's monthly status report shall account for the contractor's execution and progress of contractor roles and duties under this plan. d. The contractor's role in maintaining and updating this plan. <p>The PMP shall be comprised of subsidiary management plans including but not limited to the following:</p> <ul style="list-style-type: none"> a. Risk Management b. Issue Management c. Change Management d. Communications Management e. Scope Management f. Staff Management g. Cost Management h. Schedule Management i. Requirements Management j. Quality Management k. Contractor/Subcontractor Management <p>The PMP shall provide a high level description of these subsidiary plans and refer to the other documents for detailed procedures.</p>

2. Staffing Model and Resource Management Plan

<u>Deliverable Two</u>		<u>Due Date</u>	<u>Compensation</u>
Staffing Model and Resource Management Plan		Due No Later Than 1 month after contract start date	Not to Exceed Amount: \$385,437 Less: \$38,544 (10% of \$385,437) Total Net Payable on Acceptance: \$346,894 (\$357,300 Charges + \$28,137 est. NM GRT)
Task Item	Sub Tasks	Description	
Staffing Model and Resource Management Plan Addendum	Staffing Model and Resource Management Plan Addendum	<p>The Contractor shall create a Resource Management Plan and Staffing Model to be included as an addendum to the existing HHS 2020 MMISR resource management plan and staffing model.</p> <p>The Contractor addendum shall include the following information, at a minimum:</p> <ol style="list-style-type: none"> a. Approach to acquiring and applying sufficient number of appropriately qualified staff needed to meet the requirements of the CCSC project; b. Identification of key personnel, titles, roles, responsibilities and corresponding work site; c. How the Contractor's resources shall be integrated into the appropriate activities of the project; d. Approach to managing staff, roles and responsibilities; and e. Approach to on-boarding/off-boarding staff. 	
User Access Provisioning	User Access Provisioning Document	Contractor shall document a process and a timeline to provide access to required systems before each go-live for both HSD and Contractor resources.	

3. Requirements Specification Document

Deliverable Three	Due Date	Compensation
Requirements Specification Document	Due No Later Than 2 months after contract start date	Not to Exceed Amount: \$1,040,681 Less: \$104,068 (10% of \$1,040,681) Total Net Payable on Acceptance: \$936,613 (\$964,710 Charges + \$75,971 est. NM GRT)

Task Item	Sub Tasks	Description
Requirements Specification Document	Requirements Specification Document	The Contractor shall coordinate with HHS stakeholders to document requirements for the CCSC Module, including State and Federal reporting, business analytics, business intelligence, survey tools, all end user tools, system administration, and infrastructure components.
	Elicitation	The Contractor shall lead requirements elicitation sessions, as described in Contractor's proposal.
	Validation	The Contractor shall lead requirements validation sessions, as described in Contractor's proposal.
	Acceptance	Obtain Acceptance
	Documentation	<p>The Contractor shall create an addendum to the master, all-inclusive HHS 2020 Requirements Management Plan (RMP) and record all CCSC Module requirements therein. The Contractor shall document all validated and accepted CCSC Module requirements in this document</p> <p>Exhibit A is the baseline for project scope and it describes both operational and technical capabilities. To support traceability against both categories the approach for documenting and acceptance of requirements shall follow different processes for operational and technical requirements.</p> <p>Business requirements shall be captured in JAMA and an extract from JAMA shall be included in an RSD document with an explanation of how the requirement is being satisfied and references to documentation, i.e. work instructions, associated with the requirement.</p> <p>Technical requirements shall be demonstrated as user stories and captured in the State's Jira instance. Each user story shall reference the associated RFP requirement and/or requirements gathered during elicitation or validation sessions for traceability in HSD's JAMA system.</p>

4. Requirements Traceability Matrix Addendum

<u>Deliverable Four</u>	<u>Due Date</u>	<u>Compensation</u>
Requirements Traceability Matrix Addendum	Due No Later Than 6 months after contract start date	Not to Exceed Amount: \$211,435 Less: \$21,144 (10% of \$211,435) Total Net Payable on Acceptance: \$190,292 (\$196,000 Charges + \$15,435 est. NM GRT)

Task Item	Sub Tasks	Description
Requirements Traceability Matrix Addendum	Requirements Traceability Matrix Addendum	<p>The Contractor shall create an addendum to the master, all-inclusive HHS 2020 RTM and record all CCSC Module requirements therein. This RTM enables the Procuring Agency to track all CCSC Module requirements through the full system life cycle.</p> <p>The Contractor shall use HSD JAMA application to create the CCSC Module RTM addendum and to complete the full life cycle tracking.</p>

5. Turnover Plan

<u>Deliverable Five</u>	<u>Due Date</u>	<u>Compensation</u>
Turnover Plan	Due No Later Than 4 months after contract start date	Not to Exceed Amount: \$672,061 Less: \$67,206 (10% of \$672,061) Total Net Payable on Acceptance: \$604,855 (\$623,000 Charges + \$49,061 est. NM GRT)

Task Item	Sub Tasks	Description
Transition Plan	Transition Plan	<p>The Contractor shall coordinate with HSD stakeholders to develop a Transition Plan that describes the approach, roles and responsibilities, tools and schedule to occur at the termination of the contract to address the orderly transition of responsibilities and operations of the CCSC Module to new responsible organization.</p> <p>The Transition Plan shall include following details, at a minimum:</p> <ul style="list-style-type: none"> a. Transfer of HSD intellectual property, including data, know how, intellectual property, and inventions from the Contractor to the new responsible organization; b. Tasks and phases for turnover; c. Obligations in case of premature termination, including: <ul style="list-style-type: none"> i. Preservation and protection of all property, data and records of CCSC; ii. Continuation of all work required by the Agreement until effective date of termination; iii. Cessation of incurrence of additional financial obligation without prior written approval of HSD; iv. Termination of purchase orders and subcontracting agreements except as directed by HSD or as necessary to complete required work; and

<u>Deliverable Five</u>	<u>Due Date</u>	<u>Compensation</u>
Turnover Plan	Due No Later Than 4 months after contract start date	Not to Exceed Amount: \$672,061 Less: \$67,206 (10% of \$672,061) Total Net Payable on Acceptance: \$604,855 (\$623,000 Charges + \$49,061 est. NM GRT)

Task Item	Sub Tasks	Description
		v. Modification of Transition Plan with approval of HSD to account for specifics of premature termination.

6. Implementation Plan

<u>Deliverable Six</u>	<u>Due Date</u>	<u>Compensation</u>
Implementation Plan	Due No Later Than 2 months from contract start date	Not to Exceed Amount: \$385,437 Less: \$38,544 (10% of \$385,437) Total Net Payable on Acceptance: \$346,894 (\$357,300 Charges + \$28,137 est. NM GRT)

Task Item	Sub Tasks	Description
Implementation Plan	Implementation Plan	<p>The CCSC Contractor shall coordinate with HSD stakeholders to develop an Implementation Plan for the CCSC Module. This document shall detail how the contractor shall implement the scope planned for each iteration.</p> <p>The Implementation Plan shall describe how the Contractor shall plan, control, and monitor each iteration within a release implementation.</p> <p>The plan shall describe how each iteration utilizes and complies with the Master Test Plan.</p> <p>The plan describes the services promotion process that moves the implementation through various environments.</p> <p>The Iteration Management section of this deliverable shall describe the following processes for iterations within each implementation release:</p> <ul style="list-style-type: none"> • <u>Iteration Planning Process</u>: This section shall describe the process for dividing the release scope into individual manageable iterations based on internal and external dependencies and estimated work size. • <u>Iteration Task Refinement Process</u>: This section shall describe the process to develop and assign individual tasks to resources to complete the work assigned to individual iterations based on dependency and resource skillset. These tasks shall align to the Development Life Cycle phases and reviews for each deliverable • <u>Iteration Progress Monitoring and Reporting Process</u>: This section shall describe how progress

<u>Deliverable Six</u>	<u>Due Date</u>	<u>Compensation</u>
Implementation Plan	Due No Later Than 2 months from contract start date	Not to Exceed Amount: \$385,437 Less: \$38,544 (10% of \$385,437) Total Net Payable on Acceptance: \$346,894 (\$357,300 Charges + \$28,137 est. NM GRT)

Task Item	Sub Tasks	Description
		<p>of each iteration shall be monitored and reported daily by the execution team. Also, the section shall articulate how roadblocks shall be identified, tracked, worked, and resolved during each iteration.</p> <ul style="list-style-type: none"> • <u>Iteration Qualification Process</u> – This section shall describe the process for determining that the iteration was successfully completed and qualifies for inclusion within the release implementation. • <u>Iteration Retrospective Review and Lessons Learned Process</u>: This section shall describe how iteration level retrospective reviews shall be conducted and lessons learned shall be tracked and implemented in future iterations.

7. Research Readout

<u>Deliverable Seven</u>	<u>Due Date</u>	<u>Compensation</u>
Research Readout	Due No Later Than 1 month after contract start date	Not to Exceed Amount: \$192,719 Less: \$19,272 (10% of \$192,719) Total Net Payable on Acceptance: \$173,447 (\$178,650 Charges + \$14,069 est. NM GRT)

Task Item	Sub Tasks	Description
Research Readout	Stakeholder Interviews	The CCSC Contractor shall conduct interviews with up to twenty (20) key stakeholders as identified by the HSD project team. Interviews shall involve discussion of existing opportunities and future goals. Interviews can be a mix of in-person or remote and may include multiple stakeholders per session. HSD shall recommend and assist the CCSC Contractor in identifying relevant stakeholders,

<u>Deliverable Seven</u>	<u>Due Date</u>	<u>Compensation</u>
Research Readout	Due No Later Than 1 month after contract start date	Not to Exceed Amount: \$192,719 Less: \$19,272 (10% of \$192,719) Total Net Payable on Acceptance: \$173,447 (\$178,650 Charges + \$14,069 est. NM GRT)

Task Item	Sub Tasks	Description
		after the interviews the CCSC Contractor shall submit to HSD for review, a summary of the stakeholder interviews.
	Call Center Shadowing	The CCSC Contractor shall identify up to three (3) call center facilities/locations that can represent the current state process. Contractor shall observe calls, as well as interview call center managers, representatives, and other supporting staff over a two-day period. During the shadowing sessions, Contractor shall listen to calls and observe existing call center staff as they use and navigate existing systems, processes and services. Contractor shall capture points of friction encountered and work arounds used by the user during the shadowing session.
	Research Readout	The CCSC Contractor shall create a research readout document that contains the information received and observed within the stakeholder interviews and shadowing sessions.

8. Human Centered Design: Workshop Synthesis Deck

<u>Deliverable Eight</u>	<u>Due Date</u>	<u>Compensation</u>
Human Centered Design: Workshop Synthesis Deck	Due No Later Than 8 weeks from contract start date	Not to Exceed Amount: \$385,437 Less: \$38,544 (10% of \$385,437) Total Net Payable on Acceptance: \$346,894 (\$357,300 Charges + \$28,137 est. NM GRT)

Task Item	Sub Tasks	Description
Human Centered Design: Workshop Synthesis Deck	Human Centered Design: Workshop Synthesis Deck	The CCSC Contractor shall conduct a two-day Human Centered Design (HCD) Workshop to identify the CCSC To-Be future state, processes, policies, technologies, and procedures Human Centered Design is a methodology that shall guide

<u>Deliverable Eight</u>	<u>Due Date</u>	<u>Compensation</u>
Human Centered Design: Workshop Synthesis Deck	Due No Later Than 8 weeks from contract start date	Not to Exceed Amount: \$385,437 Less: \$38,544 (10% of \$385,437) Total Net Payable on Acceptance: \$346,894 (\$357,300 Charges + \$28,137 est. NM GRT)

Task Item	Sub Tasks	Description
		<p>the design activities CCSC Contractor performs. In addition to the 20 identified stakeholders that shall take part in the interviews, HSD shall identify relevant stakeholders to take part in HCD activities such as workshops and other meetings.</p> <p>The CCSC Contractor shall:</p> <ul style="list-style-type: none"> • Schedule and facilitate HCD Workshops with relevant stakeholders to determine and agree upon the To-Be future state • Provide participants with the documentation deliverable and explain the finding obtained from the Research Readout • Obtain consensus regarding the future To-Be state • Document findings in an approved format by HSD PowerPoint for State review and approval

9. Human Centered Design: Blueprint

<u>Deliverable Nine</u>	<u>Due Date</u>	<u>Compensation</u>
Human Centered Design: Blueprint	Due No Later Than 2 months from contract start date	Not to Exceed Amount: \$578,156 Less: \$57,816 (10% of \$578,156) Total Net Payable on Acceptance: \$520,340 (\$535,950 Charges + \$42,206 est. NM GRT)

Task Item	Sub Tasks	Description
Human Centered Design: Blueprint	Human Centered Design: Blueprint	<p>The CCSC Contractor shall provide a Design Blueprint that consists of a detailed description of the CCSC To-Be future state.</p> <p>The CCSC Contractor shall:</p> <ul style="list-style-type: none"> • Compile the evidence obtained during the Research Readout and Human Centered Design-Workshop Synthesis

<u>Deliverable Nine</u>	<u>Due Date</u>	<u>Compensation</u>
Human Centered Design: Blueprint	Due No Later Than 2 months from contract start date	Not to Exceed Amount: \$578,156 Less: \$57,816 (10% of \$578,156) Total Net Payable on Acceptance: \$520,340 (\$535,950 Charges + \$42,206 est. NM GRT)

Task Item	Sub Tasks	Description
		<p>Deliverable phases</p> <ul style="list-style-type: none"> The contractor shall synthesize the findings of their research & analysis to identify up to five guiding principles that need to be considered in the design of the new operating model for CSCC Document Blueprint in an approved format by HSD for State review and approval
Target State Service Catalogue	Assisted interactions & hand-off matrix	The CCSC Contractor shall collaborate with HSD subject matter experts to identify services / interactions which shall be managed by CCSC. This shall also include identifying the channels (Phone, SMS / Text, Fax & Email) on which these interactions should be supported and interactions which should be handed-off from CSCC agents to HSD employees or other HSD partners.
Target Org. Design	CCSC Org. Structure	The CCSC Contractor shall consult with HSD subject matter experts to define the target organization structure to be implemented by CCSC.
Target Org. Design	CCSC Key Performance Indicators (KPI)	The CCSC Contractor shall work with HSD to determine and approve the success metrics & KPIs for CCSC to measure customer experience and operational performance

10. Business Continuity/Disaster Recovery Plan Addendum

<u>Deliverable Ten</u>	<u>Due Date</u>	<u>Compensation</u>
Business Continuity/Disaster Recovery Plan	Due No Later Than 5 months from contract start date	Not to Exceed Amount: \$389,159 Less: \$38,916 (10% of \$389,159) Total Net Payable on Acceptance: \$350,243 (\$360,750 Charges + \$28,409 est. NM GRT)

Task Item	Sub Tasks	Description
Business Continuity/Disaster Recovery Plan	Business Continuity/Disaster Recovery Plan	<p>The CCSC Contractor shall create an addendum to the SI Disaster Recovery Plan and coordinate with HSD stakeholders to develop a CCSC Business Continuity/Disaster Recovery Plan that describes the approach to disaster recovery (DR) and business continuity for the CCSC module.</p> <p>The CCSC Contractor shall use a DR and business continuity approach that aligns with SI Disaster Recovery Plan.</p> <p>The CCSC Business Continuity/Disaster Recovery Plan shall address the following topics, at a minimum:</p> <ul style="list-style-type: none"> a. The recovery and restoration of the information systems and infrastructure required to support CCSC applications and products, addressing each application and system component. b. Detailed descriptions of the immediate response and subsequent recovery from any unplanned business interruption. c. Strategies, resources, and procedures required to restore services to all users. d. Procedures for annual test. e. Procedures for communications specific to Business Continuity and Disaster Recovery. f. Roles and responsibilities specific to Business Continuity and Disaster Recovery. g. Compliance with performance standard CCSC of Exhibit B for allowable downtime, Recovery

<u>Deliverable Ten</u>		<u>Due Date</u>	<u>Compensation</u>
Business Continuity/Disaster Recovery Plan		Due No Later Than 5 months from contract start date	Not to Exceed Amount: \$389,159 Less: \$38,916 (10% of \$389,159) Total Net Payable on Acceptance: \$350,243 (\$360,750 Charges + \$28,409 est. NM GRT)
Task Item	Sub Tasks	Description	
		Point Objective and Recovery Time Objective.	

11. Security Design Plan

<u>Deliverable Eleven</u>		<u>Due Date</u>	<u>Compensation</u>
Security Design Plan		Due No Later Than 4 months from contract start date	Not to Exceed Amount: \$995,686 Less: \$99,569 (10% of \$995,686) Total Net Payable on Acceptance: \$896,118 (\$923,000 Charges + \$72,686 est. NM GRT)
Task Item	Sub Tasks	Description	
Security Design Plan	Security Design Plan	<p>The CCSC Contractor shall develop a Security Design Plan specific to the CCSC module that is compliant with the security design plan defined by HSD.</p> <p>The CCSC Security Design Plan shall document the detailed security design of the security components for the CCSC module. This shall include the technical architecture for security-related components in the CCSC module, including but not limited to the Identity and Access Management (IdAM) integration, FedRAMP compliance, HIPAA, and other relevant federal and state security laws, regulations, and controls.</p> <p>The CCSC Security Design Plan shall contain logical and physical architectural diagrams of the security components depicting their integration points with the SI Platform.</p>	
Security Approach	Security Approach	The CCSC Contractor shall create a Security Approach specific to the CCSC module that is compliant with the	

<u>Deliverable Eleven</u>	<u>Due Date</u>	<u>Compensation</u>
Security Design Plan	Due No Later Than 4 months from contract start date	Not to Exceed Amount: \$995,686 Less: \$99,569 (10% of \$995,686) Total Net Payable on Acceptance: \$896,118 (\$923,000 Charges + \$72,686 est. NM GRT)

Task Item	Sub Tasks	Description
		<p>security standard defined by HSD.</p> <p>The Security Approach shall satisfy, at a minimum, the MARS-E 2.0 PL-1 control set including establishing the related policies, procedures and standard CCSC.</p> <p>The Security Approach shall document the CCSC-related scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance (such as CMS, IRS, SSA, FedRAMP) requirements.</p> <p>The Security Approach shall address all required security controls detailed by applicable compliance entities including, but not limited to, physical, administrative, and, technical controls.</p>
User Access Provisioning	System Identification	The CCSC Contractor shall work with HSD to confirm which systems or tools CCSC Contractor staff shall require access to in order to complete tasks required under this Contract.

12. Status Reporting

<u>Deliverable Twelve</u>	<u>Due Date</u>	<u>Compensation</u>
Status Reporting	Due Monthly from Project Initiation Until Go-Live	Not to Exceed Amount: \$0 Less: \$0 (10% of \$0) Total Net Payable on Acceptance: \$0

Task Item	Sub Tasks	Description
Status Reporting	Status Reporting	The CCSC Contractor shall produce a monthly status report to update project stakeholders and executives on progress against the project work plan reflecting actual

<u>Deliverable Twelve</u>		<u>Due Date</u>	<u>Compensation</u>
Status Reporting		Due Monthly from Project Initiation Until Go-Live	Not to Exceed Amount: \$0 Less: \$0 (10% of \$0) Total Net Payable on Acceptance: \$0
Task Item	Sub Tasks	Description	
		<p>progress against planned work, identification of any schedule slippages or impacts on dependent tasks and listing the steps that shall be taken to address schedule-related issues. The CCSC Contractor shall provide a weekly status update in a format to be mutually agreed to between the parties.</p> <p>The monthly status report shall be produced in format which is mutually agreed upon between the State and the contractor and shall include at a minimum:</p> <ul style="list-style-type: none"> a. Work performed the previous month; b. Work planned for the upcoming month; c. CCSC Project status (red/yellow/green) by categories agreed upon with the State; d. Outstanding action items and issues e. CCSC Project risks and mitigation plan f. Dashboard for SLA's related to CCSC responsibility g. Certification Milestone Status 	

13. Training Plan

<u>Deliverable Thirteen</u>		<u>Due Date</u>	<u>Compensation</u>
Training Plan		Due No Later Than 4 months from contract start date	Not to Exceed Amount: \$389,159 Less: \$38,916 (10% of \$389,159) Total Net Payable on Acceptance: \$350,243 (\$360,750 Charges + \$28,409 est. NM GRT)
Task Item	Sub Tasks	Description	
Training Plan	Training Plan - Requirement	<p>The CCSC Contractor shall develop an Integrated Training Plan incorporating best practices and employing repeatable training development processes. The training plan shall contain a schedule, training content, assessments, and clear requirements for</p>	

<u>Deliverable Thirteen</u>	<u>Due Date</u>	<u>Compensation</u>
Training Plan	Due No Later Than 4 months from contract start date	Not to Exceed Amount: \$389,159 Less: \$38,916 (10% of \$389,159) Total Net Payable on Acceptance: \$350,243 (\$360,750 Charges + \$28,409 est. NM GRT)

Task Item	Sub Tasks	Description
		<p>successful completion for the following divisions / departments:</p> <ul style="list-style-type: none"> • CSED services • ISD services • MAD services • BHSD/FHB/OIG services <p>The CCSC Contractor shall document the training strategy to include:</p> <ol style="list-style-type: none"> a. Validating the Training Program is in compliance with the supported State training team. b. Defining a Training Communications Plan. c. Performing scheduled audits to identify areas for continuous improvement. d. Providing oversight and evaluation of the instructional materials. e. Evaluating the Return on Investment. <p>The CCSC Contractor shall develop and propose methods of knowledge transfer.</p> <p>The CCSC Contractor shall coordinate training using a contractor-provided training calendar.</p> <p>The training plan shall meet all specifications as defined in the RFP, specifically within Section 8 of the Detailed Statement of Work and Section 7 of the Requirements.</p>

14. Quality Plan / Alignment

<u>Deliverable Fourteen</u>	<u>Due Date</u>	<u>Compensation</u>
-----------------------------	-----------------	---------------------

Quality Plan / Alignment		Due No Later Than one month before Go Live	Not to Exceed Amount: \$672,061 Less: \$67,206 (10% of \$672,061) Total Net Payable on Acceptance: \$604,855 (\$623,000 Charges + \$49,061 est. NM GRT)
Task Item	Sub Tasks	Description	
Quality Plan / Alignment	Quality Plan / Alignment	<p>The CCSC Contractor shall create an addendum to the HSD Master Quality Management Plan (MQMP) that shall outline all work and deliverables supported under the CCSC contract.</p> <p>The CCSC Contractor update shall include the following categories of information:</p> <ol style="list-style-type: none"> a. The contractor's approach, in combination with the HSD PMO, to leading, implementing, and conducting the processes described in this plan. b. How the contractor's resources shall be integrated into the processes described in this plan. c. How the contractor's monthly status report shall account for the contractor's execution and progress of contractor roles and duties under this plan. d. The contractor's role in maintaining and updating this plan. <p>The CCSC Contractor shall have the primary responsibility for developing, reviewing, tailoring, and executing the quality-based processes, procedures, and tools used to monitor, measure, and report on NM HSD's requirements.</p> <p>The CCSC Contractor shall work with NM HSD, module contractors, and SI project team members to address any identified defects or issues resulting from executed quality reviews, corrective actions, or recommended improvements.</p> <p>The CCSC Contractor shall measure and report on performance via independent auditing of project processes and artifacts, and by attending reviews. QA findings shall be addressed through a standard Corrective Action Plan (CAP), and shall be subject to review and approval by New Mexico.</p>	

<u>Deliverable Fourteen</u>		<u>Due Date</u>	<u>Compensation</u>
Quality Plan / Alignment		Due No Later Than one month before Go Live	Not to Exceed Amount: \$672,061 Less: \$67,206 (10% of \$672,061) Total Net Payable on Acceptance: \$604,855 (\$623,000 Charges + \$49,061 est. NM GRT)
Task Item	Sub Tasks	Description	
		The CCSC Contractor shall conduct work groups to support and proactively engage in Continuous Process Improvement (CPI) (e.g., streamlining costs, reducing risks, streamlining processes, increasing efficiency) and to measure and report on effectiveness of new approaches or processes.	

15. Service Readiness Test Plan

<u>Deliverable Fifteen</u>		<u>Due Date</u>	<u>Compensation</u>
Service Readiness Test Plan		Due No Later Than 5 months after contract start date	Not to Exceed Amount: \$668,825 Less: \$66,883 (10% of \$668,825) Total Net Payable on Acceptance: \$601,943 (\$620,000 Charges + \$48,825 est. NM GRT)
Task Item	Sub Tasks	Description	
<u>Service Readiness Test Plan</u>	<u>Service Readiness Test Plan</u>	<p>The CCSC Contractor shall develop a Service Readiness Test Plan demonstrating that all components of the service (people, processes, technologies) are ready to go into production for each supported service:</p> <ul style="list-style-type: none"> • CSED services • ISD services • MAD services • BHSD/FHB/OIG services 	

16. System Test Plan

<u>Deliverable Sixteen</u>	<u>Due Date</u>	<u>Compensation</u>
System Test Plan	Due No Later Than 3 months after contract start date	Not to Exceed Amount: \$779,936 Less: \$77,994 (10% of \$779,936) Total Net Payable on Acceptance: \$701,943 (\$723,000 Charges + \$59,936 est. NM GRT)

Task Item	Sub Tasks	Description
System Test Plan and Reports	System Test Plan and Reports	<p>Contractor shall update the HSD Master Test Management Plan that shall outline all work and deliverables supported under the CCSC contract related to testing.</p> <p>The CCSC Contractor update shall include the following categories of information:</p> <ol style="list-style-type: none"> a. The contractor's approach, in combination with the HSD PMO, to leading, implementing, and conducting the processes described in this plan. b. How the contractor's resources shall be integrated into the processes described in this plan. c. How the contractor's monthly status report shall account for the contractor's execution and progress of contractor roles and duties under this plan. d. The contractor's role in maintaining and updating this plan. <p>For each release, the Contractor shall coordinate with HSD stakeholders to develop a Release System Test Plan in compliance with the Master Test Plan.</p> <p>In accordance with the accepted Release Test Plan, the Contractor shall produce Test Reports from Jira, or other agreed upon tool, for items tested in this release and associated iterations, including:</p> <ol style="list-style-type: none"> a. Summary of test results; b. Pass/failure rate; c. Defects found and severity level of failures; and d. Proposed or enacted resolution for identified

<u>Deliverable Sixteen</u>		<u>Due Date</u>	<u>Compensation</u>
System Test Plan		Due No Later Than 3 months after contract start date	Not to Exceed Amount: \$779,936 Less: \$77,994 (10% of \$779,936) Total Net Payable on Acceptance: \$701,943 (\$723,000 Charges + \$59,936 est. NM GRT)
Task Item	Sub Tasks	Description	
		defects.	

17. Data Conversion Plan

<u>Deliverable Seventeen</u>		<u>Due Date</u>	<u>Compensation</u>
Data Conversion Plan		Due No Later Than 2 months after contract start date	Not to Exceed Amount: \$501,069 Less: \$50,107 (10% of \$501,069) Total Net Payable on Acceptance: \$450,962 (464,490 Charges + \$36,579 est. NM GRT)
Task Item	Sub Tasks	Description	
Data Conversion Plan	Data Conversion Plan	<p>The CCSC Contractor shall develop a detailed Master Systems Migration Plan to ensure that all data from legacy systems is migrated to the CCSC Solution leveraging a consistent, structured, data management framework.</p> <p>This shall apply to each service in scope:</p> <ul style="list-style-type: none"> • CSED services • ISD services • MAD services • BHSD/FHB/OIG services <p>The System Migration Plan shall document approach and methodology for migrating from the legacy call centers.</p> <p>The CCSC Contractor shall work jointly with HSD to implement the CCSC System Migration Plan through all phases of CCSC iterations.</p>	

<u>Deliverable Seventeen</u>	<u>Due Date</u>	<u>Compensation</u>
Data Conversion Plan	Due No Later Than 2 months after contract start date	Not to Exceed Amount: \$501,069 Less: \$50,107 (10% of \$501,069) Total Net Payable on Acceptance: \$450,962 (464,490 Charges + \$36,579 est. NM GRT)

Task Item	Sub Tasks	Description
		<p>Source system owner shall perform any necessary data validation prior to providing extracts to Contractor. Data extracts shall be provided in CSV delimited file in a format and data quality that is mutually agreed to by CCSC Contractor and system owner.</p> <p>The Migration Plan shall include, at a minimum, the following steps:</p> <ol style="list-style-type: none"> a. Provide office space and furnishings for CCSC staff b. Provide hardware, software and supplies for CCSC staff c. Provide connectivity to all required systems for use by CCSC staff d. Configure all software and enterprise system for use by CCSC staff e. Hire and provide all required training to CCSC staff f. Migrate open and pending cases from existing HSD contact centers as agreed to with HSD g. Implement phased-in Go Live schedule as defined in Deliverable 19, the Go Live checklist h. Transfer authority and governance of the CCSC from the project team to a CCSC operations team.

18. Certification

<u>Deliverable Eighteen</u>	<u>Due Date</u>	<u>Compensation</u>
-----------------------------	-----------------	---------------------

<p align="center">Certification</p>	<p align="center">Due No Later Than 6 months after the final Go Live</p>	<p align="center">Not to Exceed Amount: \$53,938 Less: \$5,394 (10% of \$53,938) Total Net Payable on Acceptance: \$48,544 (\$50,000 Charges + \$3,938 est. NM GRT)</p>
<p>Task Item</p>	<p>Sub Tasks</p>	<p>Description</p>
<p>Certification</p>	<p>Certification</p>	<p>The CCSC Contractor shall collaborate with HSD and the MMISR Independent Verification and Validation (IV&V) Contractor through the entire CMS MMIS certification process including but not limited to the following:</p> <ul style="list-style-type: none"> • Ensure that the CCSC module meets CMS certification requirements and comply with the State Certification Plan; • Comply with applicable CMS MMIS MECT checklist System Review Criteria for the CCSC module per Addendum 18 in the procurement library; • Provide the necessary artifacts and evidence for CMS Operational and Final Milestone reviews as defined in the State’s Certification Plan; • Work with HSD and the MMISR IV&V Contractor to review the artifacts and evidence and update the documentation if needed; • As part of weekly and monthly status report, provide update on CCSC Certification activities; and • Resolve issues that prevent the State from receiving certification based upon components of the CCSC Module. <p>The CCSC Contractor is responsible for the following Certification Activities during all Milestone Reviews:</p> <ul style="list-style-type: none"> • Coordinate, participate, and prepare for CCSC Certification activities and artifacts; Respond to questions from the State, IV&V or CMS and

<u>Deliverable Eighteen</u>		<u>Due Date</u>	<u>Compensation</u>
Certification		Due No Later Than 6 months after the final Go Live	Not to Exceed Amount: \$53,938 Less: \$5,394 (10% of \$53,938) Total Net Payable on Acceptance: \$48,544 (\$50,000 Charges + \$3,938 est. NM GRT)
Task Item	Sub Tasks	Description	
		MITRE for CCSC components; and <ul style="list-style-type: none"> • Provide follow up documentation for action items from CMS and MITRE to assure the State can receive final certification. 	

19. Go Live Checklist

<u>Deliverable Nineteen</u>		<u>Due Date</u>	<u>Compensation</u>
Go Live Checklist		Due No Later Than 7 days after each Go Live event	Not to Exceed Amount: \$53,938 Less: \$5,394 (10% of \$53,938) Total Net Payable on Acceptance: \$48,544 (\$50,000 Charges + \$3,938 est. NM GRT)
Task Item	Sub Tasks	Description	
Go Live Checklist	Go Live Dates	The CCSC Contractor shall be ready to Go Live in accordance with the following dates: July 1, 2020: <ul style="list-style-type: none"> • CSED services 	

<u>Deliverable Nineteen</u>	<u>Due Date</u>	<u>Compensation</u>
Go Live Checklist	Due No Later Than 7 days after each Go Live event	Not to Exceed Amount: \$53,938 Less: \$5,394 (10% of \$53,938) Total Net Payable on Acceptance: \$48,544 (\$50,000 Charges + \$3,938 est. NM GRT)

Task Item	Sub Tasks	Description
		<p>August 3, 2020</p> <ul style="list-style-type: none"> • ISD services • MAD services • BHSD/FHB/OIG services
Go Live Checklist	Go Live Checklist	<p>The CCSC Contractor shall create a unique Go Live checklist containing a list of key activities, events and sign offs associated with each specific Go Live event, including but not limited to:</p> <ul style="list-style-type: none"> • CSED services • ISD services • MAD services • BHSD/FHB/OIG services <p>The Go Live checklist shall include confirmation and sign off of activities defined in the Implementation, tested DR and BCP procedures, training execution, and Service Readiness and Migration Plans. Contractor shall submit the Go Live checklist to HSD for initial review and approval no later than 7 days prior to each Go Live event. Contractor shall submit the Go Live checklist to HSD for final review and approval no later than 7 days after each Go Live event.</p>

20. Operations & Services Manual

<u>Deliverable Twenty</u>	<u>Due Date</u>	<u>Compensation</u>
---------------------------	-----------------	---------------------

Operations & Services Manual	Due No Later Than 6 months after contract start date	Not to Exceed Amount: \$668,825 Less: \$66,883 (10% of \$668,825) Total Net Payable on Acceptance: \$601,943 (\$620,000 Charges + \$48,825 est. NM GRT)
---	---	--

Task Item	Sub Tasks	Description
Operations & Services Manual	Operations & Services Manual	<p>The CCSC Contractor shall develop an Operations & Maintenance Manual that describes items such as startup, shutdown, maintenance and troubleshooting procedure for components of the CCSC.</p> <p>The CCSC Contractor shall identify tools and processes that shall be used to monitor performance of the CCSC against performance standards.</p> <p>The Operations and Services manual shall outline all aspects of the CCSC Operations, such as:</p> <ol style="list-style-type: none"> a. Operational Procedures b. Monitoring Procedures c. Diagnostic & Problem Handling Procedures d. Backup and Recovery Procedures e. Maintenance Procedures, and, f. Approved by HSD.

21. O&S Report

<u>Deliverable Twenty-One</u>	<u>Due Date</u>	<u>Compensation</u>
O&S Report	10th of every month in following the first Go Live	Not to Exceed Amount: \$0 Less: \$0 (10% of \$0) Total Net Payable on Acceptance: \$0

Task Item	Sub Tasks	Description
Reporting	O&S Report	The CCSC Contractor shall provide operational report to the appropriate HSD staff via electronic distribution. The CCSC Contractor shall make available historical, current period and selectable time duration reports upon request by HSD. These reports include all that shall be identified in the Human Centered Design Session designed in the requirements section.

22. Integration with Systems

<u>Deliverable Twenty-Two</u>	<u>Due Date</u>	<u>Compensation</u>
Integration with Systems	<u>No Later than 5 months after contract start date</u>	Not to Exceed Amount: \$778,318 Less: \$77,832 (10% of \$778,318) Total Net Payable on Acceptance: \$700,486 (\$721,500 Charges + 56,818 est. NM GRT)

Task Item	Sub Tasks	Description
Integration with Systems	Interim Integration with Systems	The CCSC Contractor shall create repositories, services, APIs, and RPA solutions for integrating with systems until such time the SI's platform and services are available for integration. To facilitate the targeted automation, the CCSC Contractors shall use Robotic Process Automation (RPA) and an AWS Database that is populated with data from targeted state systems. The AWS Database shall be built by CCSC Contractor and hosted in AWS. The AWS Database shall be populated with an Extract, Transformation, Load (ETL) process where ITD shall use existing ETL tools to extract the data and send to the CCSC Contractor AWS Database. Use cases in scope for the RPA and AWS Database solution are included in the table below:
Integration with Systems	Future Integration with Systems	The CCSC Contractor shall work with the SI module vendor and other module vendors to transition integration of CCSC services once the SI's platform and services are available for integration.
	Continuous Integration	CCSC Contractor to maintain integration as outlined above.

	Type	Description	System	Integration Method	Responsibility	Contract
1	Internal	SSO Integration	Oracle IAM	API	CCSC Contractor	CCSC
2	Customer / Provider	Customer information for CSR screen pop	AWS DATABASE	ETL into AWS Database	ITD for extract ACN for AWS DATABASE	CCSC
3	Internal	Fax/Web/E mail to Case	Misc.	Various	ITD / CCSC Contractor	CCSC

4	Customer	App/Case status request	ASPEN	ETL into AWS Database	ITD for extract ACN for AWS DATABASE	CCSC
5	Customer	YES-NM Password reset	YES-NM AD	TBD	CCSC Contractor	CCSC
6	Provider	Check member eligibility	Omnicaid	ETL into AWS Database	ITD for extract ACN for AWS DATABASE	CCSC

23. Continuous Innovation Program

<u>Deliverable Twenty-Three</u>	<u>Due Date</u>	<u>Compensation</u>
Continuous Innovation Program	<u>Continuous</u>	Not to Exceed Amount: \$500,000 (\$463,500 Charges + \$36,500 est. NM GRT)

Task Item	Sub Tasks	Description
Continuous Innovation Program	Continuous Innovation Program Overview	The Continued Innovation Program ("CIP") is a collaborative effort between the CCSC Contractor and the Department with a shared goal of identifying additional business value and cost savings aligned with the delivery of CCSC Services.
Continuous Innovation Program	Continuous Innovation Program Structure and Function	<p>The Department and CCSC Contractor shall each provide executive sponsorship and governance for the CIP. The CIP shall have a Steering Committee with members from each department and division that is utilizing CCSC services. The Steering Committee responsibilities shall include the review of business cases for initiatives and projects that shall improve CCSC services and/or reduce ongoing operating costs, review the progress of initiatives and projects that are under implementation, and review ongoing CCSC performance.</p> <p>On an on-going basis, the CIP Steering Committee shall review department strategic and operational plans to understand department priorities, goals, and</p>

		<p>challenges. The Parties shall jointly identify performance goals for quality, cycle time, provider and citizen experience, or other goals as directed by department leadership or management.</p>
<p>Continuous Innovation Program</p>	<p>Continuous Innovation Program Responsibilities</p>	<p>The CCSC Contractor responsibilities shall include analyzing relevant data, identifying and evaluating improvement opportunities, building business cases, and identifying dependencies which may be critical to help meet the completion of initiatives or projects in accordance with agreed upon terms.</p> <p>The department responsibilities shall include obtaining or validating current state data, helping quantify value, vetting potential solutions, driving the approval process, signing off on initiatives or projects in a timely manner, and addressing critical dependencies.</p>
<p>Continuous Innovation Program</p>	<p>Continuous Innovation Program Processes</p>	<p>Every quarter the CIP leads shall present to the Steering Committee recommendations on proposed projects or initiatives. These recommendations shall be defined as "CIP Identified Projects". The Steering Committee shall review each CIP Identified Project for approval / rejection.</p> <p>Projects approved for further consideration shall be designated as "CIP Nominated Projects". Each month the CIP lead(s) shall provide the Steering Committee with the status of current projects.</p> <p>The CIP leads shall develop a business case for each CIP Nominated Project, which shall include the metrics and methodologies to measure the Project Value and benefits. Each quarter the CIP leads shall provide the Steering Committee with the status of current projects and with recommendations on CIP Nominated Projects.</p> <p>The Steering Committee shall review and approve/reject CIP Nominated projects. CIP Nominated Projects approved for consideration shall be designated as "CIP Approved Projects". All CIP Approved Projects are required to seek resource and</p>

		<p>funding approval from the department unless otherwise agreed upon.</p> <p>Such approval may be granted by the Steering Committee. Any CIP Approved Project requiring HHSC budgetary approval shall be brought to the Steering Committee by CIP leads to request funding for implementation. Funded projects shall be designated as "CIP Funded Projects". CIP Funded Projects may be further identified as a CIP Realization Project or CIP Gainshare Project as defined below.</p> <p>Project Value is defined as the projected annualized business case savings in the calendar year the idea was deemed a CIP Approved Project. The projected annualized savings are computed using the net savings (benefits minus cost/investments) over a designated period of time.</p> <p>The CCSC Contractor shall track realization of the identified Project Value and benefits of CIP Funded Projects for which it has been determined by the Steering Committee that the CCSC Contractor has control over both project execution and value realization. Such projects shall be defined by the Steering Committee as CIP Realization Projects. Realized Value is defined as the actual business case savings realized. Realized value shall be prorated for each identified calendar year. A project plan shall be developed for each of the CIP Projects and a Project Closeout Document shall be created for each CIP Project that includes results of the initiatives.</p>
<p>Continuous Innovation Program</p>	<p>Continuous Innovation Program Gain Sharing</p>	<p>A Gain-sharing Opportunity is defined as an opportunity, where the CCSC Contractor is allocated a pre-approved portion of the financial savings generated for the Department as a result of a CIP Funded Project. The Parties agree they shall work in good faith to create a mutually agreed upon CIP opportunity with gain-sharing provisions and the terms of such opportunity would be included under an amendment to this contract in accordance with the Agreement. The Department must approve all Gain-</p>

	<p>sharing Projects. The CCSC Contractor and the Department may agree to mutually fund the Gainshare Project or the CCSC Contractor may fund the Gainshare Project in return for a mutually agreed upon portion of the Realized Value. Such projects shall be defined by the Steering Committee as "CIP Gain-share Projects". The CCSC Contractor shall present any CIP Funded Project(s) where they have identified it as a potential Gainshare Project to the Department CIP lead. The CCSC Contractor shall develop a Proposal for Implementation, at no charge to the Department, for Department to review which shall include but is not limited to a proposed project implementation plan, estimated results, proposed investments required and gain-share allocation based on Project Value/expected Realized Value allocation between the Parties.</p> <p>If the Realized Value of the Gainshare Project does not meet the expected gain-share Realized Value of the approved business case, Gainshare Benefit Allocation to both Parties shall be adjusted based upon the actual realized benefits.</p>
--	--

24. EDI/HIPAA

<u>Deliverable Twenty-Four</u>	<u>Due Date</u>	<u>Compensation</u>
HIPAA Compliant EDI Helpdesk	<u>Continuous</u> <u>6 months from contract execution</u>	<p>Not to Exceed Amount: \$10,788 Less: \$1,079 (10% of \$10,788) Total Net Payable on Acceptance: \$9,709(\$10,000 Charges + \$788 est. NM GRT)</p>

Task Item	Sub Tasks	Description
Comply with EDI/HIPAA Requirement	Maintain HIPAA Knowledge and Meet All Requirements	The CCSC Contractor shall be knowledgeable about federal HIPAA requirements and meet HIPAA transaction, privacy, and security standards.
	Provide	The CCSC Contractor shall provide for coordination of

	<p>Coordination Between HIPAA Translation and MMIS Functions</p>	<p>activities and processes between the EDI and MMIS system owners to facilitate ability for EDI Helpdesk to support trading partners submission of HIPAA X12 transactions and process for onboarding new submitters.</p>
	<p>Provide Training on HIPAA Standards and CCSC Contractor's Solutions</p>	<p>The CCSC Contractor shall provide training and information on use of the HIPAA EDI Translation solution, and HIPAA standards and requirements for submitting HIPAA X12 transactions to the New Mexico MMIS. CCSC Contractor shall coordinate with the EDI systems owner to develop any training materials required for the CCSC customer service representatives.</p>
	<p>Remain Informed of HIPAA Changes and Initiate Approved Solutions</p>	<p>The CCSC Contractor shall remain informed on national code and value changes, and be informed of any changes to the MMIS that would impact the EDI Help Desk. CCSC contractor shall work with the state to integrate with the change request process for awareness and training on MMIS enhancements.</p>
	<p>Meet All HIPAA Privacy Requirements</p>	<p>The CCSC Contractor shall meet and enforce HIPAA privacy standards within their organization.</p>
<p>Operate HIPAA Compliant EDI Help Desk</p>	<p>Provide Help Desk for Providers and Submitters</p>	<p>The CCSC Contractor shall operate a HIPAA Help Desk to respond to questions from providers and submitters concerning the status of electronic transactions that were submitted to the MMIS.</p>
	<p>Serve Specified State Agencies</p>	<p>The State agencies to be served by the EDI Help Desk include the Human Services Department, Department of Health, and Children, Youth, and Families Department, ISD, and MAD.</p>
	<p>Meet Detailed Specifications for HIPAA Help Desk</p>	<p>The HIPAA Help Desk shall:</p> <p>Receive provider inquiries, respond to non-policy queries, and escalate inquiries as appropriate to the next level.</p> <p>Track all incoming inquiries and the resolution of each inquiry.</p> <p>Respond to inquiries from providers and billing agents on</p>

	the location of claims.
Ensure Help Desk Staff are Qualified.	In performing this function, HIPAA Help Desk staff must understand the electronic claims submission process and flow; know whom to contact for technical issues on the EDI SYSTEM translator and the MMIS Vendors electronic claim submission solution; access translator software to view submitter's claim file and output report from the translator including understanding 999 and 277CA error messages; and access the MMIS to view the submitter's claim file and the error messages from that system.
Handle Medicaid and Non-Medicaid Transactions	The scope of questions to be handled includes all Medicaid and non-Medicaid X12 transactions received the HIPAA EDI Translation solution and processed by the MMIS.
Be Prepared to Manage Specified Help Desk Inquiries	<p>The helpdesk must be prepared to receive, review, and appropriately triage provider and submitter inquiries relating to the following:</p> <p>Access to the EDI system(s) for transaction submission, including, edits, regenerative billing, and reporting.</p> <p>Password resets for the Yes NM and MMIS Web portal, the CCSC Contractor's electronic claim submission solution, if applicable, and other applications associated with electronic claim submission or testing.</p> <p>Inquiries regarding the status of transactions and assistance in troubleshooting rejected transactions.</p> <p>Questions on companion guides and formatting of transactions, referring policy questions to the appropriate agency for response.</p> <p>Inquiries on how to begin testing and assistance with resolving issues encountered during testing.</p> <p>Technical problems associated with submission of EDI X12 transactions experienced by providers and submitters.</p>
Route Denial and Payment Inquiries to Provider Inquiry Help Desk	Questions concerning claims denial and payment shall be routed to CCSC Contractor's Provider Inquiry Help Desk.
Provide Toll-	Providers, billers, and clearinghouses must be able to

	Free Access to Providers, Billers and Clearinghouses	access the Help Desk through the Provider toll-free number and other channels with sufficient resources to support specified service levels.
	Present Call Routing Menu to Toll-Free Callers	The Provider toll-free line shall have a menu option from which providers select the option based on their question regarding HIPAA.
	Ensure Help Desk has Staff with ASC X12 Knowledge	The EDI Help Desk must provide the appropriate staff to meet SLA requirements. CCSC Contractor staff shall have understand ASC X12 transactions, have the ability to read and interpret X12 data strings, and understand the MMIS vendor's EDI system
	Provide All Help Desk Staff with Designated Tools & Access	Each staff member must have access to a PC with the current version of Internet Explorer, inquiry access to the MMIS, inquiry access to the CCSC Contractor's Trading Partner Management System and MMIS vendor's EDI system, CRM to record inquiries and the disposition of those inquiries, and Microsoft Outlook.
	Include Specified Topics in Help Desk Staff Training	Staff training must include an overview of HIPAA Transactions and Code Sets rules and regulations, Implementation Guides, HIPAA Privacy and Security provisions, Medicaid and non-Medicaid transactions, and Companion Guides; an overview of the CCSC Contractor's HIPAA translation solution and how it interfaces with the MMIS; an overview of DDE requirements and procedures; an overview of the CCSC Contractor's Trading Partner Agreement Management System; and an overview of OmniCaid.

25. Training Execution

<u>Deliverable Twenty-Five</u>	<u>Due Date</u>	<u>Compensation</u>
Training Execution	Due No Later Than 8 months after contract start date	Not to Exceed Amount: \$53,938 Less: \$5,394 (10% of \$53,938) Total Net Payable on Acceptance: \$48,544 (\$50,000 Charges + \$3,938 est.

		NM GRT)
Task Item	Sub Tasks	Description
CSED Training	Classroom Training	The CCSC Contractor shall conduct instructor led training, leveraging the approved training content. Regular status reports shall be provided to HSD regarding the progress.
	Training Assessment	The CCSC Contractor shall require the completion of the approved assessment by all CCSC resources at and below the level of team lead.
MAD / ISD / BHSD / FHB / OIG Training	Classroom Training	The CCSC Contractor shall conduct instructor led training, leveraging the approved training content. Regular status reports shall be provided to HSD regarding the progress.
	Training Assessment	The CCSC Contractor shall require the completion of the approved assessment by all CCSC resources at and below the level of team lead.

Response to Requirements

The table below contains a description of how the Contractor shall perform the service.

Category	ID	Contractor Response
Connect	1.01	<p>The Amazon Connect solution shall provide telephone trunk blocking reports which shall be monitored diligently by our operations team. We shall monitor blocked calls and analyze the data to determine the blockage rate. If we identify an issue, we shall work with the service provider to determine a cause. We shall then outline steps to mitigate the situation in real time which may include switching to a different AWS region in extreme situations.</p> <p>CCSC Contractor and Amazon (acting as the telephony provider) have a strong and deep alliance and we are confident in our ability to escalate the issues to highest levels within Amazon for an expedient resolution.</p>
Connect	1.02	<p>The CCSC Solution can manage multiple incoming toll-free numbers. As specified in the RFP, we shall manage two separate toll-free numbers (one for providers and one for the public) using Amazon Connect's interactive voice recognition (IVR) feature. To do this, we shall port the State's current numbers to the cloud computing infrastructure, AWS. If the State desires us to secure toll-free numbers, we shall do so, but porting the current telephone numbers provides continuity to your providers and customers, while minimizing the need to change your existing forms and notices. We shall associate each of these numbers with their own contact flow and ancillary set of AWS services to handle the call volumes.</p> <p>We shall follow the standard "port" activity included in the Deployment Work Plan, which includes coordinating with the incumbent to transfer the number to Amazon Connect.</p>
Connect	1.03	<p>The Salesforce AppExchange A5 package shall integrate with the State's current eFax server. The proposed services shall create a Received Fax record in Salesforce which a CSR serving the respective division shall then work. We shall install the A5 Fax - eFax Integration Fax Automation AppExchange package in the Salesforce environment. This application shall allow the State's existing eFax number to be ported so transmissions shall be received in Salesforce directly as a Received Fax record. The fax shall be attached as a PDF file to the Received Fax record and shall be worked by a CSR.</p> <p>We assume faxes sent to non-eFax numbers shall be converted to images and shall use the current functionality in place. The State shall send images as attachments (under 25MB) to a distinct email box configured as an Email-to-Case in Salesforce. These fax-initiated inbound emails shall generate a case in Salesforce with the fax image attached to the case. The inbound email address shall determine the appropriate queue for initial routing.</p> <p>We assume that the State shall maintain its designated fax numbers and eFax solution for the ISD, MAD, and CSED divisions. eFaxes shall be converted to PDFs as noted in the previous section and shall be integrated into Salesforce</p>

		via the AppExchange package A5. Regular faxes shall need to be converted to images which are then forwarded by the State to the appropriate email address which shall be configured with Email-to-Case in Salesforce.
Connect	1.04 1.05	As part of our CCSC solution, we are excited to offer the capability for your customers and providers to communicate with the CCSC via text messages. We believe that this channel shall be invaluable to the public that lives in areas of poor cellphone or internet connectivity. All text message interactions shall be managed through the CCSC Contractor Virtual Assistant Platform (AVAP) that is already in use by the Department for its eligibility workers. This channel shall be available 24/7 and all text messages shall first be evaluated by a virtual agent (aka bot) powered by artificial intelligence. Based on its training, the virtual agent shall attempt to fully address the customer/provider's inquiry. If it is unable to do so, the conversation shall be escalated into the queue for a human agent (CSR) via integration with the Salesforce Live Agent module. While the customer or provider shall continue using text messaging during the conversation, the CSR shall type responses on their computer using Live Agent. All State users that serve as customer service support and have access to Salesforce shall have this capability and full access to the text message services as part of the CCSC Solution without additional cost.
Connect	1.06 1.07	In addition to the text-message channel described above, we are also excited to offer a chat channel. We shall provide a hyperlink to the State for inclusion in their existing web portals. Clicking the link shall launch a chat session that shall be managed through the CCSC Contractor Virtual Assistant Platform (AVAP). Much like the text message channel, the conversation shall at first be handled by a virtual agent. If the virtual agent is not able to fully address the customer or provider's inquiry, the conversation shall be escalated into the queue for a human agent (CSR) via integration with the Salesforce Live Agent module. Figure 58, reflects the CRM screen the CSR would use to complete the chat. The CSR shall have the entire chat transcript available to them such that the customer/provider does not have to repeat himself/herself. All State users that serve as customer service agents and have access to Salesforce shall have this capability and full access to the text chat service as part of the CCSC Solution without additional cost
Connect	1.08 1.09	Given the high costs of cellular data charges incurred with video calls, limited business need, and large parts of the State with poor internet/cellular connectivity, we have not included video web-chat capability within our CCSC solution. In addition, our research and experience suggest that this channel has very limited demand within your customer base, and therefore we believe that excluding this channel sacrifices nothing in terms of customer experience, and yet allows us to provide a cost-effective solution to the Department. If the State strongly believes in the value provided by this channel, we shall discuss its inclusion during BAFO or contract negotiations.
Connect	1.10	In order to minimize disruption to your existing business processes, we assume that the State shall continue to maintain its designated email addresses for inbound inquiries. As part of the CCSC transition, we shall request the State to configure its system to forward incoming emails to the addresses provided by

		our Salesforce solution. Emails sent to these email addresses then shall generate a case in Salesforce, which could include attachments up to 25MB in size. Salesforce shall use the unique inbound email address to determine the appropriate queue for routing. The system shall route email from HSD customers/providers to the CSR serving the respective division as a new case.
Connect	1.11	Salesforce Web-to-Case functionality shall allow HSD customers to submit support requests on your web portal(s), which then shall create a case within Salesforce. As part of the CCSC transition, we shall request the State to insert a standard HTML code from Salesforce into the State's existing website to capture cases in a web form.
Connect	1.12	The CSRs shall primarily use Salesforce's web user interface components as part of their job. These components undergo Section 508 (c) testing as part of the System Development Lifecycle (SDLC) and shall comply with the documented regulations for 508 and 36 CFR 1194 published on December 21, 2000. Salesforce uses leading practices in Section 508 of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA to the extent possible. From a customer/provider's perspective, all channels that we support adhere to ADA guidelines. However, if deficiencies are discovered with customer-facing channels or the CSR web-interface, we shall configure or customize the solution during the transition phase to address accessibility issues.
Connect	1.13	As part of our response to Connect 1.04 and 1.05, we have specified the inclusion of the text-message channel which is specific to users who prefer mobile phones for their communication. In addition, the web chat and web form channel shall be available to customers who prefer using those channels via mobile web browsers.
Connect	1.14	We understand that push notifications can be immensely valuable when it comes time to remind your customers about an upcoming appointment or a recertification. These notifications can sometimes be the difference between continuing their benefits or falling out and reapplying, causing unnecessary churn. Accordingly, this was one of the targeted capabilities identified during the user-centered design of the Unified Web Portal. Using native capabilities from Salesforce, the CCSC Solution shall provide push notification capability through three channels: e-mail, text (via AVAP) or voice (via Amazon Connect). Voice notifications can be in the form of calls or recorded messages. During the transition phase, we shall work with the State to determine the design for this capability. For instance, we shall need to establish rules to identify the appropriate business conditions that shall trigger these push notifications, the intended recipient list and the appropriate channel per user.
Connect	1.15	We shall configure auto-response rules within Salesforce to generate an auto-response to inquiries received via specified channels such as email, fax or the web forms. The auto-response content shall be discussed during design sessions and can include a CRM case number as a receipt that the inquiry has been received.
Connect	1.16	We have planned for several key measures during periods of high contact

		<p>volumes.</p> <p>First, all contacts received via chat or text are served by virtual agents as part of AVAP. This platform is cloud-hosted and auto-scales as demand goes up allowing virtual agents to answer as many inquiries as your customers can generate at any given time.</p> <p>Second, when wait times are high, callers can request a callback or select the option to chat/text with virtual agent. This capability allows callers to specify when to call back, confirm their call back number (ANI) including allowing for alternative phone numbers, and a verification of the information prior to ending the call. Once a CSR becomes available, the system shall dial the number back, and the CSR shall receive a call prompt.</p> <p>Lastly, we have business process procedures in place when the contact volume reaches a certain threshold. Using the real-time monitoring and call routing of our work force management tool (Calabrio ONE), we have full, real-time visibility and management into front- and back-office agent activity and workloads. Through forecasting, we identify peak call times and use skill, competency, and scheduling prioritization to manage call volumes.</p>
Connect	1.17	<p>As described in responses to previous requirements of the Connect stage, our text and chat channels are supported by virtual agents that are powered by artificial intelligence. The virtual agents use Natural Language Processing to establish the intent of the customer/provider's query and then determine an appropriate course of action. As described in the subsequent stages, these virtual agents shall attempt to fully resolve an inquiry or route the inquiry to an appropriate CSR queue.</p> <p>Over the voice channel, Amazon Connect also uses Natural Language Processing, including speech-to-text and text-to-speech, to accept voice caller inputs and utilizes artificial intelligence (AI) to establish caller intent very similar to the chat and text channel. Once an intent has been established (e.g. applying for a program, requesting replacement EBT card, or rescheduling an appointment), the call shall be routed to the appropriate queue. If an intent cannot be established, for instance due to the caller speaking an unsupported language or a thick accent, then the user shall be guided to use a traditional IVR experience and choose from menu options.</p> <p>We don't anticipate the need to utilize the State's RPA service in the Connect stage, but as described in subsequent stages, we shall utilize this service for many call types to automatically complete tasks.</p>
Connect	1.18	<p>Amazon Connect allows the capability to dynamically set the caller ID phone number for outbound calls so recipients of the calls may recognize the number and use that number to return calls. Our solution shall be configured to display one of the two the published toll-free numbers as the CLID, depending on whether the call is made to a customer or a provider. The accompanying description can be configured to the State's needs. The numbers and description are assigned to queues, and the agent's assigned queue determines the appropriate CLID and description for an outbound call.</p>
Connect	1.19	<p>Our proposed services log, process, route, and track customer correspondence activity as described in the following paragraphs.</p>

	<p>Logging and Processing: Inbound emails, faxes, and mail shall be managed by the Email-to-Case functionality in Salesforce that shall turn emails into cases. The State shall continue to image mail and non-eFax inquiries received. These shall be sent as image attachments (under 25MB) to a distinct email box, generating a case in Salesforce with the image attached. The Salesforce Web-to-Case functionality shall allow HSD customers to submit support requests on the State’s website, which then shall create a case in Salesforce.</p> <p>Tracking: Salesforce provides a case number when an end user emails a configured email box (Email-to-Case) or submits a request through the web portal (Web-to-Case). We assume the State shall continue to use the current confirmation process for fax and mail.</p> <p>Route: Depending on the different email boxes the case shall be assigned to the associated CSRs. We shall follow the standard routing processes for the specific State program as defined in design.</p>
--	---

Category	ID	Contractor Response
Recognize	2.01	<p>The CCSC solution shall support inquiries in English and Spanish. Based on the selected language in the IVR, phone, chat, web form or email, the request shall be routed to a queue that shall be staffed by personnel fluent in either English or Spanish. Given the low volume of Spanish inquiries we expect for the service types that are automated (see response to requirement Resolve 5.35), our virtual agents serving the chat and text message channels shall only serve inquiries in English. Any inquiries in Spanish or other languages received via chat or text shall be routed to an appropriate CSR for resolution. For customers who do not speak English or Spanish, we shall leverage the State’s language line for translation services. If a CSR requires translation services, the CSR shall coordinate conference calls with the State’s contractor and work with the translators to validate the customer receives the appropriate responses.</p>
Recognize	2.02	<p>As described in our responses to the Connect stage requirements, our solution shall support the following channels for inbound requests:</p> <ul style="list-style-type: none"> • Telephony (voice and IVR), using Amazon Connect • Chat, using Accenture Virtual Assistant Platform • Text Message, using Accenture Virtual Assistant Platform • Web Forms, from State’s portal • Email, from the State’s Exchange server • Fax, using the State’s e-fax service <p>All inquiries shall create case records in our Salesforce CRM solution that shall be served by our CSRs. Additionally, our virtual agents (bots) shall also serve the chat and text channels.</p>
Recognize	2.03	<p>When calling the CCSC, Amazon Connect contact flows shall let callers navigate through the user-friendly IVR system. The IVR includes prompts to gather the information needed to appropriately route the call to a queue or a live CSR. The IVR can route calls from dual-tone multi-frequency (DTMF) touch-tone keypads by accepting DTMF tones during and immediately following a prompt to the caller.</p>

<p>Recognize</p>	<p>2.04 2.05 2.06</p>	<p>We understand that our contact center shall deal with sensitive data and identifying the callers accurately is of paramount importance. We also believe that for a great customer experience, the customer identification process needs to be hassle free without resulting in multiple credentials that the customer may need to remember.</p> <p>Toward this end, we have implemented various strategies for first time caller identification and future automatic verification. We are open to discussing which of the following strategies shall work best for the State. If the Department has already established a method of authenticating callers (such as by issuing IDs and PINs), we shall convert those as part of the CRM case conversion, such that this process remains seamless to your customers and providers.</p> <p>New Mexico Human Services Department HEALTH AND HUMAN SERVICES 2020 CONSOLIDATED CUSTOMER SERVICE CENTER RFP# 19-630- 4000-0001 Accenture 166 Copyright© 2019 Accenture. All Rights Reserved.</p> <p>For the customers that have accounts in YES-NM or eCSE, we can use credentials from those accounts for validating identity during chat sessions. Those credentials can also be used when calling over the phone by using visual IVR to prompt them to enter their account username and password. Our systems shall gather these credentials and delegate authentication to your infrastructure using the integration platform.</p> <p>For customers that do not have an account on your public portal or choose not to use this option, we gather a combination of name, date of birth, last four digits of the SSN, case number and/or ASPEN/CSES/MMIS issued customer/provider ID for first time caller identification. We shall work with the State to establish a sufficient number of parameters. Using the State’s integration platform and its ESB, we shall send an authentication request using the data gathered to establish identity. Once confirmed, we can offer to enroll the customer into future automatic verification by issuing a unique ID and PIN number that they shall input into the IVR/text-message/chat during subsequent contacts. If it is acceptable to the State, we can also offer to link their phone number on file within ASPEN/CSES to their CRM record for future automatic verification if they contact using the phone or text message channel using that number.</p> <p>An alternate authentication method to consider is voice biometrics, which we have implemented at our contact center for the State of California’s eligibility system. After initial authentication, customers record a pass phrase (such as: “my voice is my password”) that they repeat every subsequent time they contact over the phone channel. An exact match of their ‘voice’ print serves as their identity for their call.</p> <p>For any multi-factor authentication (MFA) requirements, we shall work with the State’s key stakeholders to determine when MFA is required, the channel by which the secondary authentication is required, and using the Integration Platform and ESB, validate the secondary account credentials (such as a code</p>
------------------	-------------------------------	--

		<p>sent to a phone or email account) supplied by the customer/provider. Once a customer/provider's identity is established, we shall request a case/individual profile from the Integration Platform using the ESB. Depending on the profile that is returned, the contact shall be routed to an appropriate queue. For instance, if a case has SNAP as the only active program, it may go to one type of a CSR queue, but another case with TANF and Child Support may be routed to a multi-skilled CSR. Similarly, a case flagged as domestic violence, or an employee case may need to be routed to a queue where CSRs are trained to handle such cases with discretion.</p>
Recognize	2.07	<p>The telephone trunks connected to our solution are configured to deliver automatic number identification (ANI) and dialed number identification service (DNIS) to the Amazon Connect contact flows. The values automatically become a part of the call's session information and can be used to obtain the caller's identity.</p>
Recognize	2.08	<p>The CCSC Solution shall integrate multi-factor authentication for users with access to sensitive data. The team can configure Salesforce to require two-factor authentication to the application (e.g., via the Salesforce Authenticator mobile application). Privileged users (application developers, system administrators) shall be required to use multi-factor authentication when connecting to the Amazon Web Services (AWS) Virtual Private Cloud (VPC). Removing access via virtual private network (VPN) shall also use multi-factor authentication.</p>
Recognize	2.09	<p>Our experience is that most faxes originate from providers, employers and CBOs. A common strategy to verify the authenticity of faxes originating from such sources is to create a white list of known fax numbers from trusted providers, employers and CBOs. Whether we use the white-list strategy or not, in many cases incoming faxes shall contain forms that originated from HSD. Using information on those forms (such as case ID or customer ID), or using any bar codes, we shall verify the case/customer record that is associated with the fax. For all other situations, we shall establish a mutually agreed upon protocol with the State.</p>
Recognize	2.10	<p>The simplest approach to verify customers via email is to match their email address with that present on an ASPEN/CSSES case record. To achieve this, we shall use the State's Integration Platform and request a unique case number associated with an email address. If no match is found, or more than one is found, our CSRs shall attempt to utilize other information that may be present in the email that could uniquely identify the customer. In the absence of established identity, one approach is that the CSRs can contact the customer via email and invite them to chat/text/call the contact center and use the ID verification strategies established for that channel.</p>
Recognize	2.11	<p>We recognize that not all inquiries shall require customer authentication, especially those that are of general Q&A in nature. For the ones that require verifying the client/provider's identity, our approach for first-time authentication is to use a combination of name, date of birth, last four digits of SSN, case number and/or ASPEN/CSSES/MMIS issued customer/provider ID. We shall work with the State to establish a sufficient number of parameters.</p>

		Using the State's integration platform and its ESB, we shall send an authentication request using the data gathered to establish identity. Once the identity is confirmed, we can offer to enroll the customer into future automatic verification by issuing a unique ID and PIN number that they shall input into the text-message conversations during subsequent contacts. If it is acceptable to the State, we can also offer to link their phone number on file within ASPEN/CSSES to their CRM record for future automatic verification if they contact using the text message channel using that number.
Recognize	2.12	Many inquiries originating via web chat shall be simple Q&A that are not case or person specific. Unless required otherwise by the State, our plan to keep those conversations unauthenticated. This shall encourage those New Mexicans that have not yet decided to apply for assistance. For the web-chat inquiries that require verifying the client/provider's identity, our approach is to require those clients to use their YES-NM or eCSE credentials to log into their accounts to begin the 'authenticated' chat. This shall encourage your customers to start using (or increase usage of) the self-serve capabilities offered by these portals. If this approach is not acceptable, we shall utilize the approach listed in response to requirement 2.11. Per response to requirements 1.08 and 1.09, we are not including video chat in our solution.
Recognize	2.13	Our approach to verify a caller's identity for first-time authentication is to use a combination of name, date of birth, last four digits of SSN, case number and/or ASPEN/CSSES/MMIS issued customer/provider ID. We shall work with the State to establish a sufficient number of parameters. Using the State's integration platform and its ESB, we shall send an authentication request using the data gathered to establish identity. Once the identity is confirmed, we can offer to enroll the customer into future automatic verification by issuing a unique ID and PIN number that they shall input into the IVR during subsequent contacts. If it is acceptable to the State, we can also offer to link their phone number on file within ASPEN/CSSES to their CRM record for future automatic verification using ANI if they contact the IVR channel using that number. We understand that some of your customers share phone numbers, so if selected, this approach shall have to thoughtfully designed. Additionally, For the customers that have accounts in YES-NM or eCSE, we can use credentials from those accounts for validating identity by using visual IVR. This capability shall provide a link to the customer (via text or email) to prompt them to enter their account username and password while they're on hold. Our systems shall gather these credentials and delegate authentication to your infrastructure using the integration platform and the ESB.
Recognize	2.14	For customers calling the IVR or call center, we can offer them to register for a "voice password". This shall occur after initial authentication during their first contact. Customers that opt in for this feature shall record a pass phrase (such as: "my voice is my password") that they shall repeat every subsequent time they contact over the phone channel. An exact match of their 'voice' print serves as their identity for their call. To provide a cost-effective solution,

		we have not planned for any expensive 3rd party software for this feature but are using native AWS capabilities to accomplish this.
Recognize	2.15 2.16	<p>Amazon Connect provides a robust and easy-to-use experience for callers that promotes a self-service experience through dynamic IVR menu-driven contact flows and artificial intelligence (AI). The AI capabilities include Natural Language Processing (NLP), and Natural Language Understanding (NLU), Text to Speech and Text to Speech. These technologies have become common in our lives and are used in Amazon Alexa/Echo devices. Using these technologies, our solution delivers an effective Natural Language IVR such that most customers shall simply state why they're calling and the NLP in conjunction with artificial intelligence shall detect intent and route a customer appropriately.</p> <p>Where appropriate, the IVR shall prompt for and accept DTMF and spoken responses. The IVR shall evaluate the response to determine if the response is valid for the process step. If so, the process shall continue. If not, the caller shall be given another opportunity.</p> <p>Amazon is investing heavily in these technologies and our solution shall continuously evolve and get smarter at speech recognition.</p>
Recognize	2.17	<p>Within Amazon Connect queue management, users can select the option to receive a callback while waiting in the queue or when the CCSC is closed. Callers can specify a time for a call back, verify their ANI or enter an alternate phone number, which shall be checked and read back to the caller before ending the initial call. Once a CSR becomes available, the system shall dial the number back, and the CSR shall receive a call prompt.</p>
Recognize	2.18	<p>Personalized options and prompts become available following caller authentication. In this case, dynamic menu options shall offer only appropriate options, and specific data from the State's backend systems shall be incorporated into prompts. For example, if a user receives is active only on the Medicaid program and has never applied for SNAP or TANF, they shall not be presented options for inquiring on the status of their EBT benefits. To achieve this, we expect the State shall provide us with sufficient information on the customer during the initial caller authentication service call. We shall design this service with the State during the transition phase.</p> <p>Using NLP and NLU capabilities within AWS AI services, the CCSC Solution shall process utterances, identify intents, and determine accurate slot fulfillment while providing a more personalized IVR/voice response unit (VRU) experience. This means that the AI shall constantly improve to understand various responses, making it easier to talk to the IVR.</p>
Recognize	2.19	<p>All contacts coming into the CCSC shall result in case creation within Salesforce. Each case in turn shall be attached to a Salesforce customer record. If no customer record exists, a new one shall be created. Every Salesforce customer record shall store at a minimum the case number from ASPEN or CSES, as well as the individual ID from those systems. If a customer is in both systems, IDs and case numbers from both systems shall be stored within Salesforce. The case numbers and IDs shall be retrieved from</p>

		the Integration Platform as part of the authentication transaction at the beginning of the contact.
Recognize	2.20	<p>Amazon Connect provides three thin-client tools that are accessible from anywhere and allow authorized HSD staff to create, modify and/or install IVR scripts based upon business needs:</p> <ul style="list-style-type: none"> • Amazon Connect contact flows define the path of a call (e.g. menus, prompts, branches etc.) and use a drag-and-drop graphical user interface (GUI). The GUI has built-in quality controls, including not completing the build if there are configuration issues such as dead-end branches, repetitive loops, and other problematic conditions. These issues that are detected are clearly highlighted and explained within the tool. • Amazon Lambda provides Application Programming Interfaces (APIs) to Connect which can be used to integrate with and access back-end systems. Lambda is a code-based service that can be modified using common Integrated Development Environments (IDE). • Amazon Lex provides the advanced learning functionalities of automatic speech recognition (ASR) for converting speech to text, and NLU to recognize the intent of the text. This enables us to build Amazon Connect IVR solutions with highly engaging user experiences and lifelike conversational interactions. Lex bots use a combination of configurations with Lambda-coded components and include a testing tool to verify functionality.
Recognize	2.21	<p>Our goal is to maximize self-help capabilities through our IVR and virtual agents to enhance customer experience while allowing CSRs and State employees to work on more complex tasks. The self-service capabilities include answering general questions on applying or recertifying for a program, inquiry on the status of a case/benefits, updating addresses, resetting account passwords and many more. Figure 59 below shows an example of how our virtual enable self-service through the chat and text channel. For a full description and list of self-help functions offered through our virtual agents and IVR, please see our response to requirement 5.25.</p>
Recognize	2.22	<p>Amazon Connect's IVR features shall integrate and interact with outside systems using standard API protocols via the State's ESB. The protocol of choice is web services, such as SOAP or JSON. The solution shall encrypt all data in transit and at rest to verify compliance. We shall use HSD's Integration Platform to communicate with State systems, such as ASPEN, CSES and MMISR. While this requirement was specific for the IVR, our entire solution, including the IVR shall adhere to all standards established by the Systems Integrator (SI) Contractor and approved by HSD for integration, interoperability, security and transmission of data.</p>
Recognize	2.23	<p>The IVR shall be available 24 hours a day, seven days a week outside of the agreed-upon maintenance windows. Amazon Connect is hosted in multiple Amazon Web Services availability zones. This makes Amazon Connect highly available, fault-tolerant, and scalable.</p> <p>In some instances, availability of the State's services for data, authentication etc. shall be critical to a fully-functional IVR system. During the transition phase, we shall work with the State and the SI Contractor to design the data</p>

		connection between Amazon Connect and the State's data services to be highly reliable.
Recognize	2.24	<p>Over the voice channel, Amazon Connect uses Natural Language Processing, including speech-to-text and text-to-speech, to accept voice caller inputs and utilizes artificial intelligence (AI) to establish caller intent. Once an intent has been established (e.g. applying for a program, requesting replacement EBT card, or rescheduling an appointment), the call shall be routed to the appropriate queue. If an intent cannot be established, for instance due to the caller speaking an unsupported language or a thick accent, then the user shall be guided to use a traditional IVR experience and choose from menu options. Our chat and text message channels are served by virtual agents that are powered by artificial intelligence (AI) using the Accenture Virtual Assistant Platform (AVAP). During the recognize stage, these virtual agents use Natural Language Processing to understand the intent of the customer and where necessary they establish the customer's identity. If the established intent is one that the virtual agent is trained on, like resetting YES-NM passwords, changing addresses or reissuing EBT cards, the contact shall move straight to the resolve stage (bypassing route and queue stages) to fully resolve the customer's inquiry. Using their reference library of conversations, the virtual agents ask pertinent follow-up questions when appropriate.</p> <p>During the recognize stage, the key is to establish intent and verify identity. The State's RPA service shall not be required to establish intent but could be used to verify identity. However, in our experience, it is not optimal to utilize RPA for authenticating a user and we are therefore proposing to use APIs via the integration platform. The primary reason for using APIs over RPA is that the authentication function needs to be performed at speed since a customer is waiting on the phone or on chat/text. APIs can accomplish this task within seconds while using RPA could mean that a customer has to wait several just for their identity to be verified, which shall clearly result in a poor customer experience. Additionally, utilizing RPA bots for authentication can be a very expensive proposition taking costly runtime resources away from more complex tasks that are not easily accomplished using APIs.</p>
Recognize	2.25	<p>Configuring an IVR to be efficient and effective can be a big contributor toward a great customer experience. There are many industry best practices that we follow while configuring an IVR, but none is as effective as listening to the customers. That's where the power of human centered design comes in. As described previously in this proposal, we shall conduct customer interviews, shadow the current call center processes and then co-create a blueprint for a call-center-of-the-future. The output of this shall be fed into our IVR configuration so that the options that the users need most are placed upfront and are easy to get to. As part of this, we shall evaluate the effectiveness of the current IVR structure, retain what works and fine tune what doesn't.</p> <p>The power of Amazon Connect with its Natural Language Processing (NLP) means that most customers won't have to navigate the IVR menus, even when it is highly efficient; most customers shall simply state why they're calling</p>

	<p>and the NLP in conjunction with artificial intelligence shall route a customer appropriately.</p> <p>From a technical perspective, Amazon Connect provides an administrative console with a drag-and-drop user interface for configuration and administration of metrics, quality, routing, phone numbers, contact flows, queues, agent availability, authentication, authorization, and associated call routing, as reflected in Figure 60.</p> <p>This interface makes it easy to set and change required configuration for supporting the State’s services and programs. Additionally, programmatic access to APIs to manage outbound calling and agent desktop event tracking enhances the elasticity of the CCSC Solution built on Amazon Connect. This, coupled with out-of-the box configurable integrations with external systems, provides the flexibility needed to adjust as the State’s programs evolve.</p>
--	---

Category	ID	Contractor Response
Route	3.01	<p>Routing customers to the appropriate CSR helps to minimize wait times and confirm customers get the answers they need. With skills-based routing, Amazon Connect contact flows, reflected Figure 61, can send customers to the appropriate CSR based on their availability and skill set to efficiently resolve issues. Amazon Connect contact flows allow users to configure inbound calls for routing to CSRs or phone numbers based on information gathered during a call. Capabilities include:</p> <ul style="list-style-type: none"> • Statistical analysis of number of calls in queue, CSR availability, and contact center hours • Dynamic menu selection based on conditions of the caller • Prioritization and routing based on CSR skill set and competency • Unified desktop, allowing CSRs to initiate call transfers and conferences to individuals, queues, or external phone numbers
Route	3.02	<p>A tiered approach support model allows escalation of requests through the contact center to the appropriate support person. The CCSC staff shall include subject matter advisors (SMAs) to handle more complex inquiries. The tiered approach provides support that resolves inquiries and technical issues and includes:</p> <ul style="list-style-type: none"> • Tier 1: Addresses most inquiries and general questions • Tier 2: Responds to inquiries on program-specific requirements and more complex issues • Tier 3: Supports Tier 2 with research and resolution to issues within their business area <p>The tiered approach maintains a high first-contact resolution rate with someone always able to answer the most complex member inquiries. During requirements gathering, the State shall review the proposed tier process to refine the solution.</p> <p>First Contact Resolution</p> <p>Our extensive health and human service experience provides an advanced capability to resolve inquiries without the need to transfer them to the State (Tier 3). Our approach focuses on the number of transferred or escalated cases</p>

		<p>rather than “moving work around”. We support CSRs with an easy-to-use online knowledge base and guide them using scripting to promote first contact resolution.</p> <p>State Collaboration</p> <p>We focus on reducing the number of transferred calls to the State. However, certain work types or resolution steps with policies may dictate that State CSRs handle calls. Escalations also may occur with respect to a pending claim status that requires interaction with back-office State employees to whom CSRs may not have access.</p> <p>During transitions, our subject matter advisors (SMAs) shall work with the State to identify and document the scenarios warranting escalation or a normal transfer (such as recertifications, new applications, and electronic benefit transfers in Income Support Division currently managed by the State).</p>
Route	3.03	<p>If a call drops, or we have connectivity issues while a CSR is assisting the customer, the Amazon Web Services (AWS) Streams APIs’ pinpoint when a call fails to connect or drops. The interface, which includes an automatic number identification (ANI) feature, redials the dropped telephone number, and the call is routed into the queue for follow-up. The AWS Streams interface also captures activities before a CSR answers the call, such as phone number or data entered into the IVR. If a call drops, our CSRs also have the ability of initiating a call-back using the customer contact information on file or the caller phone number (ANI).</p>
Route	3.04	<p>In our response to requirement 1.16, we have described some automated measures that provide relief during periods of high call volume. We understand that automation shall not always be the answer and from time to time, we shall need additional CSRs to provide overflow assistance.</p> <p>Along with AWS, we use the workforce management tool, Calabrio ONE, for real-time monitoring and call routing. With this functionality, we have visibility to and management of front and back-office CSR activity and work load in real-time. Through forecasting, we identify peak call times and use skills, competency, and scheduling prioritization to manage call volumes.</p> <p>Unexpected Overflow Approach</p> <p>Our Consolidated Customer Service Center (CCSC) team shall handle unexpected workload peaks by mobilizing resources on short notice and assigning them to support areas of need. We can tailor the response, illustrated in Table 27, to address operational needs.</p>
Route	3.05	<p>Amazon Connect uses contact flows to route calls to the next available CSR based on skill and competency. Contact flows use configurations to assign CSRs to one or more queues based on their profile, reflected in Figure 62.</p> <p>Dynamic Contact Flows</p> <p>To provide a customized experience for each interaction, the ACD configuration allows for the dynamic adjustment of call priorities, routing profiles, skill sets, and caller characterization. Figure 63 provides an example of how Amazon Connect can manage interactions based on the business conditions.</p> <p>On the text message and chat channels, when a virtual agent is unable to</p>

		resolve a customer or provider's query using its training, the interaction is routed to a CSR (human agent) using the Salesforce's Live Agent module. CSR Chat Agents shall be enabled via Omni-Channel Routing; instead of dispatching work or having agents arbitrarily pick work from queues, Omni-Channel Presence and Routing intelligently routes work based on the business' priorities. Work is pushed to employees in real time and screen popped directly into the Service Console.
Route	3.06	In Amazon Connect, authorized users can manage and load-balance customer contacts using hierarchy organization and status management. These tools provide automatic filtering and CSR availability management per queue, skill set, and routing profiles.
Route	3.07	Using Amazon Connect's API outbound call methods, we can automate (scheduled) and manually execute outbound call and contact transfers. These transfers include those from internal extensions to the CCSC, from CSR to CSR, from the CCSC to an internal extension, and from the CCSC to other BPOs, vendors, and agencies. Predefined numbers can be added to the agent desktop using the Amazon Connect Quick Connects interface.
Route	3.08	Amazon Connect segments the profiles, and the associated CSRs, allowing for multi-criteria routing based on the customer profiles, programs served, intent, time of day, estimated wait time, operational loads, and CSR skill and competency. These configurations shall be identified during the design sessions. As a core value proposition of our proposal, we are bringing multi-skilled agents that shall have expertise across multiple programs such that a customer can have multiple things resolved in one call. For example, a customer who has a TANF case and a Child Support case, and has questions on both programs shall have her call routed using multi-criteria routing to an agent skilled in both programs
Route	3.09	Amazon Connect competency-based configuration allows inquiries to be routed to a CSR who with the appropriate level of experience to support the inquiry. The configuration is based on the CSR, customer, and state requirements and can accommodate all channels (voice, text, chat, email). As an example, we might classify a subset of our agents who are Spanish-primary and others who are Spanish-secondary. If a customer calls who speaks Spanish, the call shall be routed to the most-competent CSR, a Spanish-primary in this example. If all Spanish-primary CSRs are occupied, then the call is routed to a Spanish-secondary CSR. This means we can let teams build on their strengths, grow in their careers, and maximize the team's capabilities. Team leads, trainers, and coaches use this tool to allow for logical and targeted team development and quality improvement.
Route	3.10	Our solution has the capability to provide cross-channel orchestration for those scenarios where customer conversations need to be routed from one channel to another. However, given that our omni-channel approach, we don't anticipate needing this capability. All our 'live' channels like phone, chat and text shall have full service capability. In other words, our CSRs (or virtual

		agents) shall be able to fully address an inquiry via the current channel without needing to route it to another channel.
Route	3.11	<p>The Unified Agent Desktop enables the CSR to easily transfer or conference a call to an individual, queue, or outside phone number. Softphone capabilities allow for soft or hard transfers based on State requirements and leading practices.</p> <p>For instance, a Medicaid recipient may call to understand his/her coverage, and then request the call be transferred to his/her MCO. Our Unified Agent Desktop allows the seamless routing of calls outside the CCSC, to the MCO in this example.</p>
Route	3.12	<p>Amazon Connect blended routing allows for configuration of the CSR skill and competency, program needs, workload volumes, State requirements, caller profiles, and other characteristics. We use this capability to tweak workloads, identify training needs, process gaps, and build the CCSC Team's capabilities.</p> <p>As part of delivering an omni-channel customer experience, we train our CSRs on handling inquiries via multiple channels (call, text, chat etc.). This allows us to use blended routing capabilities from Amazon Connect to increase our CSR utilization and keep customer wait time to a minimum.</p>
Route	3.13	<p>Amazon Connect can route across ACDs (multiple queues and channel) based on the routing profile managed with Salesforce. This capability allows development of team members to support various programs at their expected competency level and skill set. This helps provide high-quality interactions. We can also add new channels to accommodate new technology and customer needs.</p>
Route	3.14	<p>The call flow routing logic has the flexibility of making a variety of decisions prior to routing the call to a CSR to achieve pre-routing. The typical factors considered for the pre-routing decisions include: the customer intent captured in the IVR, hours of operation, holidays, real time conditions, customer profile.</p>
Route	3.15	<p>Skill-based routing is set within each CSR's profile and can be managed in a group or individually to allow teams to take calls based on their certifications and strengths in managing inquiries and channels.</p> <p>This means teams can build on their strengths, grow in their career, and maximize the team's capabilities. Team leads, trainers, and coaches use this tool for logical and targeted team development and improved quality.</p>
Route	3.16	<p>We use value-based routing to navigate customers to the appropriate queues and placement within the queue. Configuration capabilities include:</p> <ul style="list-style-type: none"> • Transferring high-priority customer to the next CSR, Tier 2, or team lead based on their profile • Managing profiles by the customer ID, phone number, channel, or type of inquiry
Route	3.17	<p>Overflow personnel include non-support team members within the CCSC team (Tier 2, trainers, quality or team leads) who are authorized users within the integrated CRM tool. For overflow support, the team member shall log in to Salesforce and begin receiving inquiries based on their profile. Overflow</p>

		team members follow the same procedures and processes as the Tier 1 support team. The single system of record maintains the interactions from contact tracking. Please see our response to requirement 3.04 around our procedures during overflows.
Route	3.18	Based on the requirements, each contact flow could have a branch to handle special routing conditions, such as Emergency. These branches are controlled by configurations. Invoking a branch is as easy as changing the "Emergency Event" field.
Route	3.19	Standard contact flow within Amazon Connect development includes configuring a queue to accommodate different languages (Spanish queue). Contacts requiring a specific language are directed to the appropriate queue based on the CSR, routing, or customer profile. We can manage this across channels like voice, text and chat.
Route	3.20	One of the core value propositions of our solution is to use artificial intelligence (AI) and robotic process automation (RPA) to handle high volume, lower-complexity inquiries and tasks, while allowing our CSRs and State employees to work on higher-complexity inquiries and tasks. Throughout the Connect and Recognize stages, we have indicated how our virtual agents use AI to quickly establish the intent of a customer/provider's inquiry and move straight to the Resolve stage. As such, we don't anticipate use of AI or RPA in the Queue or Route stages. Per our response to requirement 3.05, when virtual agents are not able to recognize a customer's intent, or when a customer requests to chat/text with a CSR (human agent), such contacts shall be routed to our CSRs who in turn shall use Salesforce Live Agent to pick up the conversations.
Route	3.21	<p>In the prior requirements, including 3.02, we have responded to how our CSR handle phone calls and escalate them when needed. In this requirement we describe that process for other contact types including email, correspondence, voicemail, fax, text messages and chat.</p> <ul style="list-style-type: none"> • Email contacts invoke Salesforce's Email-to-Case functionality, which automatically creates a case for an email coming to a dedicated State email inbox(s). • Mail/fax is scanned using current State processes and teams and emailed to a dedicated CCSC inbox, which is then managed like the Email-to-Case process. For more information on faxes and e-faxes, please see our response to Requirement 1.03. • Unassisted Chat and SMS are managed by our virtual agents using the Contractor Virtual Assistant Platform, which also create a case within Salesforce. Only unresolved contact is escalated to CSRs. <p>Once the interaction becomes a case within Salesforce, a CSR can respond, transfer, or escalate the case just like a phone call. The CCSC Team shall follow the agreed-upon processes on how each program shall manage these escalated interactions.</p>
Route	3.22	As reflected in Requirement 3.19, we shall manage English and Spanish language skill-based routing, support, and maintaining adequate staff levels through the language-based routing across channels. Interactions are tracked

		<p>by the phone number, caller responses, menu selections, and other important data points.</p> <p>The CCSC Team staff shall include 10-15 percent Spanish-speaking team members and at least one Spanish-speaking supervisor during all shifts. Given a large Spanish speaking population in the State, we do not anticipate challenges finding bilingual staff to support the CCSC. We shall use prioritization and forecasting to confirm that there are enough agents supporting Spanish-speaking customers based on call trends.</p>
Route	3.23	Amazon Connect allows configuration by routing profiles assigned to authorized State staff. AWS AI services shall manage multichannel routing to State staff, including voice/IVR, chat, text (SMS), web, mobile, or Visual IVR-type interactions. State staff who have access to Salesforce can manage interactions with a complete historical view of the caller.
Route	3.24	As described across various requirements in the Recognize stage, we shall capture attributes around the case and caller during the initial customer authentication. Based on certain attributes, we may need to assign a value or priority to the call and dynamically route it to a CSR or queue with specialized skills. Such attributes shall be defined during design sessions, but may include, for instance, a customer in LTC, an employee case, a case with an ongoing investigation etc. Based on design sessions, we shall determine the specific rules that manage routing and configuration of the contact flows.
Route	3.25	Using Amazon Connect's API outbound call methods, we can automate (scheduled) and manually execute outbound calls and contact transfers to existing voice systems of the State agencies, departments, divisions, and BPOs.
Route	3.26	Using Amazon Connect's API outbound call methods, we can automate (scheduled) and manually execute outbound calls and contact transfers. The transfers can be from internal extensions to the CCSC, from CSR to CSR, from the CCSC to an internal extension, and from the CCSC to other BPOs, vendors, and agencies. Additionally, predefined numbers can be added to the agent desktop via the Amazon Connect Quick Connects interface. All related transfers shall be rolled-up under consolidated billing and tagged to the billable line accordingly.
Route	3.27	As part of the transition, we shall work with HSD to understand the established protocol for client exception emergency and include it within our systems, processes and training. We understand the examples provided in the RFP (media threats, security threats, government escalations etc.), and shall periodically review the exception list with the HSD contract manager.
Route	3.28	The unified agent desktop enables the CSR to easily transfer or conference a call to an individual, queue, or outside phone numbers. The softphone capabilities, reflected in Figure 64, allow for soft or hard transfers based on State requirements and leading practices. We understand that due to federal and state regulations, only State staff can work on certain tasks, for instance those requiring determining eligibility for benefits. As such, certain calls/contact shall need to be transferred HSD staff. Per the requirements specified in the RFP, we have planned to include such staff into our agent-

		mix (Tier 3) and shall provide them CRM and softphone access as part of our proposal.
--	--	---

Category	ID	Contractor Response
Queue	4.01	The queue manages language prompts, announcements, and messages as a configuration component. Users can select a file from the list of options stored in Amazon Simple Storage Service (S3). The system retrieves the message based on the language supported at the time of the retrieval. In other words, if a caller has selected Spanish as their language, they shall be routed to queue with Spanish-speaking CSRs. All on-hold features shall follow the language setting of the queue, Spanish in this example.
Queue	4.02	As part of the caller identification during the Recognize phase, we retrieve the customer's name and using the "text to speech" feature via web services, Amazon Connect dynamically inserts the caller's name in a prompt or announcement. This functionality is applicable to dynamically created queue announcements, not fixed-text announcements.
Queue	4.03	As discussed in Requirement 4.01, Amazon S3 stores messages, recordings, and music that are played during a call. Using the simple and intuitive contact flow configuration GUI, these files are selected and pulled into the contact flow as part of the prompt configuration. Any change to messages, recordings and music is as simple as selecting a new file into the contact flow. In order to maintain high quality of the Consolidated Customer Service Center (CCSC) operations, we shall follow an agreed-upon review and approval process for such messages, recordings and music. When messages or recordings are created and assigned to the appropriate queue, we shall perform a test to verify. Upon update to the production environment, the next call or query by a contact flow shall pull the then-current text.
Queue	4.04	Amazon Connect maintains information for each CSR, including the associated skill and competency groups discussed in Section 3 – Routing Stage. The contact flows reference skills required for the activity being processed and direct calls to queue objects. An authenticated person may alter the contents of the CSR tables in real time and as required to update skills for incoming calls not already in a queue. For a detailed description of how we use our skill and competency groups, refer to Section 3 – Routing Stage, Requirements 3.09 and 3.15.
Queue	4.05	Within Amazon Connect queue management, users can select the option to receive a callback while waiting in the queue or when the CCSC is closed. Callers can specify a time for a call back, verify their ANI or enter an alternate phone number, which shall be checked and repeated back to the caller before ending the initial call. Once a CSR becomes available, the system shall dial the number back, and the CSR shall receive a call prompt.
Queue	4.06	The core functionality of the Amazon Connect CTI Adapter includes its integration with Salesforce. With this capability, the tools integrate and can be managed through a browser-based contact control panel (CCP) within Salesforce. Salesforce's Omni-Channel Presence allows your agents to indicate when

		<p>they're available for work, and for which service channels. Omni-Channel Routing can be used to set the size and priority of different objects such as Web and Email cases and Live Agent chats; Salesforce stores the objects in queues until an agent is ready to receive them.</p> <p>For a detailed description of how we manage multichannel routing capabilities, refer to Section 3 – Routing Stage, Requirements 3.0–3.10.</p>
Queue	4.07	As reflected in 4.05, we manage the business rules for outbound courtesy callbacks, including the maximum number of attempts to call and the minimum time between attempts. During the design phase, we shall establish the limits for courtesy callbacks and configure our systems accordingly.
Queue	4.08	As reflected in 4.01, the queue manages language prompts, announcements, and messages as a configuration component. In order to personalize these messages, we use case/customer/program data retrieved as part of the caller identification during the Recognize phase and play messages that pertinent to that call. For instance, HSD may want to advertise a job fair in Los Lunas for all customers living there. Using the address and zip code retrieved as part of the customer authentication via the Integration Platform, we could 'cross-sell' this message for any customers whose zip code is in Los Lunas. We can also use additional parameters like program to further personalize such messages. We shall configure business rules to determine when personalized cross-selling messages should play.
Queue	4.09	Contacts in a queue are automatically prioritized and forwarded to the next available CSR. The routing profile of the caller, CSR, and prioritization business rules determines the order they are serviced. Prioritization is configured within the Amazon Connect contact flow. Once the identity of the caller is established, we use this capability to determine if they need to be moved up in a queue or moved to another ACD if they are considered high-value.
Queue	4.10	The Amazon Connect contact flow calculates wait time based on parameters, such as CSR availability, queue availability, average call length, and average after-call work. Specific calculations and when to tell the caller shall be finalized during the design phase.
Queue	4.11	As reflected in 4.01, the queue manages language prompts, announcements, and messages as a configuration component. Recorded messages can be configured using business rules to determine when the message should play.
Queue	4.12	<p>Using Amazon Connect's queue management capabilities we can create simple or complex queuing rules based on business rules. Configuration can include management or the routing profiles of the CSR's skill and competency. Contact Flow includes drag and drop capabilities that allow easy development of queues. We can create simple or complex queuing rules based on the State's business rules.</p> <p>For a detailed description of how we manage skill- and competency-based routing, refer to Section 3 – Routing Stage, Requirements 3.09 (Competency Based) and 3.15 (Skill Based).</p>
Queue	4.13	Based on our current technology and capabilities, we do not anticipate the No Queue Hunt Group as a necessary service. If this service is required, we shall

		work with the State to provide the capability.
Queue	4.14	We provide non-ACD-based queues via Salesforce. Emails, efaxes and web forms received by the CCSC automatically become cases, which then are assigned to queues and individual users.
Queue	4.15	Amazon Connect can route across ACDs (multiple queues and channels) based on the routing profile managed with Salesforce. The centralized administration functionality enables management and supports all channel groups and queues, enabling the system to make decisions before routing to a CSR. For a detailed description of how we manage automated routing across channels, refer to Section 3 – Routing Stage, Requirements 3.0-3.14.
Queue	4.16	If a call is received during business hours, the call continues to route to its appropriate destination even if it spills into closing time. Our CSRs shall resolve such calls as any other call. Callers dialing in after working hours, on weekends, or a State holiday shall hear an after-hours message relaying the reason the office is closed and when it shall open again.
Queue	4.17 4.18	In our response to requirement 1.16, we have described some automated measures that provide relief during periods of high call volume. We understand that automation shall not always be the answer and from time to time, we shall need additional CSRs to provide overflow assistance. Overflow personnel include non-support team members within the CCSC Team (Tier 2, trainers, quality or team leads) who are authorized users within the integrated CRM tool. For overflow support, team members shall simply log in to Salesforce and begin receiving inquiries based on their profile. Overflow team members follow the same procedures and processes as the Tier 1 support team. Interactions call and contact tracking is maintained within the single system of record. The team shall handle unexpected workload peaks by mobilizing resources on short notice and assigning them to support areas of need. We can tailor the response, illustrated in Table 29, to address operational needs. We shall validate these thresholds with the State during the design phase.
Queue	4.19	One of the core value propositions of our solution is to use artificial intelligence (AI) and robotic process automation (RPA) to handle high volume, lower-complexity inquiries and tasks, while allowing our CSRs and State employees to work on higher-complexity inquiries and tasks. Throughout the Connect and Recognize stages, we have indicated how our virtual agents use AI to quickly establish the intent of a customer/provider's inquiry and move straight to the Resolve stage. As such, we don't anticipate use of AI or RPA in the Queue or Route stages. When virtual agents are not able to recognize a customer's intent, or when a customer requests to chat/text with a CSR (human agent), such contacts shall be routed to our CSRs who in turn shall use Salesforce Live Agent to pick up the conversations.
Queue	4.20	We use Calabrio ONE for workforce management to provide forecasting, scheduling, and analytics. Using this tool, the CCSC Team shall continually validate adequate staffing to maintain or exceed State needs. Figure 66 reflects the forecast capabilities used to schedule CSRs. Since there shall be a

		unique toll-free number for providers, we shall be able to track trends around provider/employer calls separate from customer calls.
Queue	4.21	For scenarios requiring a voicemail recording, Amazon Connect provides options to record, store, transcribe, and analyze voicemail messages.
Queue	4.22	Amazon Connect maintains voicemail and callback services, allowing for configuration of callback and voicemail options. The system offers callers an option to receive a callback based on business rules. If callback is not appropriate for a given call flow, or if the caller declines the option, we can configure the queues to offer voicemail as a back-up for business units or services that may require callbacks driven by topic, CSR, or supervisor availability.
Queue	4.23	Amazon creates an entry along with pertinent callback information upon voicemail capture. Based on the order the voicemail was received, the system adds the record to the appropriate Amazon Connect queue associated with a CSR's routing profile. The system then schedules a callback to be made within 24 hours of the original call. Voicemail messages are offered in English and Spanish based on the language option the caller selects. For detailed information on how we manage messages, announcements, and language prompts, refer to Section 4 – Queue Stage, Requirement 4.01.
Queue	4.24	Amazon creates an entry along with pertinent callback information upon voicemail capture. Based on the order the voicemail was received, the system adds the record to the appropriate Amazon Connect queue associated with a CSR's routing profile. The system then schedules a callback to be made within 24 hours of the original call. Voicemail messages are offered in English and Spanish based on the language option the caller selects. For detailed information on how we manage messages, announcements, and language prompts, refer to Section 4 – Queue Stage, Requirement 4.01.

Category	ID	Contractor Response
Resolve	5.01	<p>Inquiries received from the phone (Amazon Connect), email (Salesforce), text, or chat can provide customer satisfaction surveys. For phone calls, we shall offer the option to stay on the line at the beginning or end of the call to provide feedback. Inquiries received via email, text, or chat shall receive an email follow-up request for customer feedback once a case's status is closed.</p> <p>Customer Satisfaction Dashboard</p> <p>The team collects survey data from Amazon Connect and Salesforce and collates it into a Customer Satisfaction Dashboard, reflected in Figure 68. The dashboard provides an opportunity to assess overall satisfaction and identify key areas or categories for performance improvement.</p> <p>When we identify a negative trend or issue, we perform a root cause analysis using the Define, Measure, Analyze, Improve, and Control (DMAIC) steps of the Six Sigma process to reinforce critical thinking and analytical framework required for root cause analysis.</p> <p>The analysis helps to proactively identify risks and issues before a significant impact. Using root cause analysis, we can identify "where" and "why" the negative trend occurred. We can then apply remedies that address issues</p>

<p>Resolve</p>	<p>5.02</p>	<p>proactively.</p> <p>While the CCSC Solution and underlying subsystems shall monitor, track, assign, escalate, and fulfill unresolved requests individually, we shall consolidate the data using Salesforce (tickets) and OneView (dashboards). We shall follow an escalation process, described in Sections 3 – Routing Stage, Requirement 3.02 to resolve inquiries and technical issues.</p> <p>Monitor and Track</p> <p>Supervisors can view their teams’ cases, status, and workload via the Omni-Channel Supervisor modules, and reports and dashboards, in real-time. We shall monitor escalated tickets to help track the volume, status, and how long a case is open. Figure 69 reflects an example of an escalation dashboard to help easily monitor the amount and duration of escalations to each operational area.</p> <p>Automated Routing (Assigns)</p> <p>We shall configure a Salesforce escalation rule to automatically reroute a case and notify a user if the case remains open after a certain period. The trigger to automatically reroute a case shall be defined during design. The trigger is usually time-based (e.g., a case has not been updated in two hours). Once the CSR selects the queue or the person to escalate to, the system automatically sends the appropriate notification, and includes it in the appropriate queue. The Salesforce escalation rule can be configured on the order the cases are worked, escalation actions, alerts, and notifications.</p> <p>Escalate and Fulfills</p> <p>When a CSR identifies an issue requiring escalation, they shall complete a form in the Salesforce case to provide the information necessary for resolution. The CSR shall select the Tier 2 queue and the system then routes the case to the queue for triage, research, and rework. Otherwise, the case shall be escalated to the appropriate program for further support. Once the issue is resolved, the resolution shall be documented on the CRM ticket and communicated to the requestor.</p>
<p>Resolve</p>	<p>5.03 5.04 5.05</p>	<p>Upon contact from any channel, a case is automatically created within Salesforce with a unique number for reference. The case shall include any relevant information entered in the IVR, the calling phone number or email address, date of the contact, and any identification number (such as provider ID, customer ID, APEN/CSSES case ID) and other case detailed obtained during the authentication process from the Integration Platform. Inbound emails, faxes, and mail shall be managed by the Salesforce Email-to-Case functionality that shall turn emails into cases, as reflected in Figure 70 The email/fax/mail is also attached to the case record.</p> <p>Throughout the course of the interaction, the CSR (or virtual agent) shall enter additional information, including the nature of the inquiry, questions asked, and any response or resolution provided.</p> <p>Salesforce stores all information pertinent to the contact as part of its case record including all notes, attached documents, and updates. When the contact is reassigned either through escalation or rerouting based on the issue, the receiving CSR (Contractor or HSD) can view case data and associated</p>

		artifacts, including current and historical information, and continue to update as necessary. When a case requires additional interaction by a State employee that may not have access to Salesforce, we shall create a task or a ticket in one of HSD's systems. Required data shall be sent via a web service provided by HSD. HSD shall then publish updates back to Salesforce upon resolution. If the same customer contacts the CCSC in the future via any channel, the assigned CSR looks up prior contacts using the customer ID and reviews historical information, including notes, attached documents, and updates associated with that customer.
Resolve	5.06	Salesforce includes role-based security that provides individual users access to only the data they need based on their responsibilities. Since our CSRs shall need to access ASPEN, CSES and other State systems depending on the inquiry, we have assumed that the security roles and access for all CSRs shall be provisioned and maintained within the State systems. Our CRM shall use the same profile and control access based on the access provisioned within the State's identity and access management solution. Using this approach, if a CSR does not have access to child support cases, they shall not be able to access child support pertinent case records in Salesforce or look up cases within CSES.
Resolve	5.07	Our service cloud shall use computer-telephony integration (CTI) with Amazon Connect to manage call handling, response times, and CSR performance. Fully integrated CTI capabilities shall improve CSR efficiency with a screen pop based on automatic number identification (ANI) or IVR and click-to-dial throughout. Amazon Web Services (AWS) The IVR system employs AWS services to establish communication and exchange data with the system of record. This link enables caller authentication and caller information retrieval. The CSR receives selected data elements, along with the call session ID, via a softphone, giving them centralized control over all their means of communication through a single interface. The CCSC Solution provides all required capabilities to handle availability, call routing, call queueing, and call transfers. Salesforce With the integration of Salesforce and Amazon Connect, the system provides a screen pop and a matching record, if available, when receiving a call and assigning it to an available CSR. The system makes call information available to the CSR's softphone and to Salesforce to enable the screen pop and to associate the call session ID with the activity.
Resolve	5.08	Salesforce global search allows CSRs to quickly find any searchable object in Salesforce. CSRs can search for specific object records or perform a text search across objects. The Top Results page shows the top matches for the objects used most when not searching for a specific object. CSRs can filter search results for accounts, cases, contacts, dashboards, files, knowledge articles, leads, notes, opportunities, people, tasks, and custom objects.
Resolve	5.09	The Email-to-Case Salesforce functionality shall manage inbound emails, faxes, and mail as cases from customers or prospects. We assume the State

		<p>shall continue to process the inbound faxes and mail and image the documents sent to Salesforce and attached to the new case. Salesforce is the system of record for all notes, attached documents, and updates. For additional details on the management of email and fax correspondence, refer to Requirements 5.03 – 5.05.</p> <p>Once a case is created in Salesforce for an inbound email, fax or mail, it is assigned to a CSR or to a queue. From that point on, it is tracked as any open case and shows on our pending items dashboards and reports. We shall establish the timeliness criteria for these contacts with the State and resolve them in that timeframe. The email and faxes shall be retained based on the data retention requirements specified in the RFP or as mutually agreed during the design sessions.</p>
Resolve	5.10	<p>Amazon Connect provides a robust and easy-to-use experience for callers that cultivates a self-service experience. Callers requesting information from the IVR can choose between dialed numeric or voice. Our IVR shall have automated resolution capabilities for two kinds of inquiries:</p> <ul style="list-style-type: none"> • Inquires that refer to static content such as local office address, hours, state holidays, and other information that is not case/customer specific. • Inquiries that refer to dynamic content and is specific to a case, customer or provider. These resolutions shall utilize back-end case data and shall be obtained via the ESB using webservices through the integration platform. We have planned for several automated resolutions as part of our initial go live, including from our IVR. Please refer to our response to requirement 5.25 for a complete list of automated resolution for dynamic content.
Resolve	5.11	<p>We shall monitor, track, assign, escalate, and fulfill unresolved requests using Salesforce. We shall follow an escalation process, described in Section 3 – Routing, Requirements 3.0 – 3.02 to resolve inquiries and technical issues. Using tiered escalation shall promote accuracy in referring inquiries to the proper party. All our CSRs shall be trained on appropriate procedures to escalate inquiries for timely and accurate resolution.</p>
Resolve	5.12	<p>As discussed in Requirement 5.07, Service Cloud provides a fully integrated CTI capability to improve CSR efficiency with screen pops based on ANI or IVR and click-to-dial throughout. When a CSR receives a contact, the system recognizes the customer and delivers a screen pop, which contains the customer’s relevant personal, demographic, and social information, saving the CSR time and effort and immediately enhancing the customer’s experience, as reflected in Figure 71.</p>
Resolve	5.13	<p>The Salesforce search capability allows CSRs to search records by account information, perform a text search, and filter on search results for accounts, cases, contacts, dashboards, files, knowledge articles, leads, notes, opportunities, people, tasks, and custom objects, as reflected in Figure 72.</p>
Resolve	5.14	<p>When a CSR identifies an issue requiring escalation, they complete a form within the CRM case to provide the information necessary to resolve the</p>

		<p>issues. After completing the required fields, the CSR selects the appropriate operational queue or individual research and resolve or escalates to the next queue when appropriate.</p> <p>If the escalation was not sent properly, the operational queue or individual can return the case back to the CSR for correction and reescalation. Once the issue is resolved, the resolution is documented on the CRM ticket and communicated to the requestor.</p> <p>Monitor Escalated Cases</p> <p>The CRM provides query and reporting capabilities to monitor and track escalations. Additionally, the contact center uses a CRM dashboard, as shown in Figure 73, to help monitor the amount and duration of escalations to each operational area.</p>
Resolve	5.15	<p>We understand that HSD wants the CCSC to be the first point of contact for many inquiry types and may not wish to inundate field offices with such queries. We shall follow the State's processes in place for when it is appropriate to provide field office phone numbers to customers contacting the CCSC. All our CSRs shall be trained on this process.</p>
Resolve	5.16	<p>We strive for first contact resolution even if we receive a misdirected request. For requests sent to a wrong queue, we shall confirm the current inquiry and work with the customer to route their inquiry to the accurate queue or individual. The CSR shall provide a "warm-transfer" and document the activities as comments within the case.</p>
Resolve	5.17	<p>Salesforce includes a knowledge base that supports CSRs by providing accurate information to the providers and the public. Using the Salesforce Knowledge Base, CSRs have access to the information necessary to resolve the inquiries, as reflected in Figure 74. With this tool, CSRs can search for articles using key words and language recognition (for multilingual); refine the results with filters or data categories; review each article's title, summary, and properties; sort results; and view statistics reporting on article usage. As far as possible, we shall link to or utilize HSD's existing knowledge repositories, including the Wiki, policy manuals, GIs and other published documents. Where new content is required, such as within our virtual agents, we shall coordinate with HSD to vet and receive approval of all repository content, and all updates, additions, or deletions to such content, before publication. The approval process shall be developed before go-live as part of the deployment.</p>
Resolve	5.18	<p>Salesforce shall serve as our CRM and shall be the system of record for all notes, attached documents, and updates. When there is a call/contact from any channel, a case shall be created in Salesforce with a unique number for reference. Throughout the responses to requirements within the Resolve stage, and particularly 5.03-5.05, we have described how a CRM case is created for every contact, including related correspondence and resolutions.</p>
Resolve	5.19	<p>Our CSRs shall handle all contacts where customers/providers speak English or Spanish. For customers who do not speak English or Spanish, including those that speak Native American languages, we shall leverage the State's language line for translation services. If a CSR requires translation services,</p>

		the CSR shall coordinate conference calls with HSD's contractor and work with the translators to validate the customer receives the appropriate responses.
Resolve	5.20	We have carefully studied the service/inquiry types listed in Appendix M and using the information on call volumes, we evaluated the best service types for self-service automation while keeping our solution cost effective. Please refer to our response to requirement 5.25 for a complete list of targeted self-service capabilities. Our team is committed to starting the project with this list with the goal of reviewing them with the State and launching them with Release 1 (ISD and MAD go-live). During the operations phase, we shall use our analytics to gain further insight into call intents and identify additional suitable candidates for inclusion into the self-service automation channel. Any updates to case/customer records as a result of this automation shall be done using Robotic Process Automation or using Application Programming Interfaces (APIs). Using these approaches results in accurate data flowing into back-end systems like ASPEN, CSES etc.
Resolve	5.21	Salesforce includes a knowledge base that supports CSRs by providing accurate information to the providers and the public. Salesforce Knowledge Base stores knowledge articles that can include information on processes or FAQs. The CCSC Team can create and easily publish articles. We shall coordinate with the State to vet and receive approval of all repository content, and all updates, additions or deletions to such content, before publication. The approval process shall be developed before go-live as part of the deployment. For additional explanation of the Salesforce Knowledge Base capabilities, please refer to Requirement 5.17.
Resolve	5.22	Per the Q&A tied to this RFP, it is our understanding that ECMS shall be provided by the SI/IP and shall be made available to the selected CCSC Contractor. We shall provide a simple hyperlink within our CRM such that our CSRs have easy access to images or workflows within ECM.
Resolve	5.23	Salesforce is the system of record for all notes, attached documents, and updates. When reassigned either through escalation or rerouting based on the issue, the receiving user can access case data and associated artifacts. Authorized State Tier 3 teams shall have access to Salesforce and shall follow the same process as the CCSC Team for locating a case.
Resolve	5.24	Amazon Connect call-recording features provide capability for recording telephonic signatures. AWS Simple Storage Service (S3) shall store the recording into buckets as a wave file (*.WAV). The file shall be associated with the user's records and encrypted at rest and in transit. When retrieved, the file shall be renamed following the State's requested guidelines. Such files shall follow data retention rules as specified during the design sessions.
Resolve	5.25	As described earlier, our chat and text message channels are served by virtual agents that are powered by artificial intelligence (AI) using the Contractor Virtual Assistant Platform (AVAP). Artificial Intelligence During the recognize stage, these virtual agents use Natural Language

		<p>Processing to understand the intent of the customer and where necessary they establish the customer's identity. If the established intent is one that the virtual agent is trained on, the contact shall move straight to the resolve stage (bypassing route and queue stages) to fully resolve the customer's query. Using their reference library of conversations, the virtual agents ask pertinent follow-up questions when appropriate. Since the text channel is limited by number of characters, these conversations are tuned uniquely for that channel. Figure 75 shows a sample of these conversations through the two channels.</p> <p>Robotic Process Automation</p> <p>In some cases, a case action may be necessary because of the conversation with the customer. For example, a customer might be contacting to report a change of address. After the virtual agent gathers the relevant information, it shall then use the State's RPA service to complete the task of updating the address in the appropriate system (e.g. ASPEN and/or CSES). If an RPA service is not available, we shall explore using other APIs available through the SI's integration platform to maximize automated case updates. We believe that our approach of completing such tasks using RPA (or APIs) instead of queuing up the address update for a worker shall allow the Department's employees to focus more time on the complex cases rather than being consumed with simple and repetitive tasks like address changes. Figure 76 shows an example of a virtual agent's interaction with a customer across two channels to help them update their address.</p> <p>As part of our current engagement with the Department, we have already proven the integration of AVAP with HSD's infrastructure and are already using the RPA service to execute complex tasks like adding newborns and doing a quality check on SNAP cases. Our solution offers the lowest risk path forward to continue building on the investment that the Department has already made in AI and RPA.</p> <p>Automated Service/Inquiry Types</p> <p>We have carefully studied the service/inquiry types listed in Appendix M and using the information on call volumes, we evaluated the best service types for automation while keeping our solution cost effective. Table 30 identifies our chosen candidates for the virtual agent training to achieve automation. Our team is committed to starting the project with a pre-built library of intents and conversations with the goal of reviewing them with HSD and launching them with Release 1 (ISD and MAD go-live). During the operations phase, we shall use our analytics to gain further insight into call intents and identify suitable candidates for inclusion into the automation channel.</p>
Resolve	5.26	<p>Authenticated callers may be offered options to enter or update information. As a caller inputs information, the system shall enable edits to verify a logical response. Usually, the entry or update is repeated back to the caller for verification. Once verified, the system shall use the application programming interface (API) or Robotic Process Automation (RPA) to update the appropriate records. Data shall be encrypted at rest and in transit. This applies to voice (IVR), chat, text (SMS), web, mobile, or visual IVR interactions.</p>

		<p>CSR-assisted channels shall be handled via direct access or integrations to the required systems. Operating procedures shall be developed to confirm the requestor's identity before initiating the change.</p> <p>Our CSRs and virtual agents can be trained to always confirm an authenticated caller's contact information with every contact. This can include physical/ mailing address, phone number and email, and helps keep their contact information current. We shall establish such a procedure with the Department during design sessions.</p>
Resolve	5.27	<p>The CCSC Solution offers authenticated caller options to enter or update information based on the State's requirements. IVR logic may require the caller to provide specific information or missing data where the system shall prompt the caller for input then validate the response. If approved, the IVR shall send the data request to back-end systems via APIs. AI capabilities play a big role in interpreting utterances, identifying intent, and validating for unfulfilled slots across multiple channels. In Salesforce, CSRs can request and document additional information to action the request.</p>
Resolve	5.28	<p>Amazon Connect, the IVR, and the Contractor Virtual Assistant Platform (AVAP), can provide dynamic contact flows to allow for prompts based on the customer's information.</p> <p>IVR (Voice or Visual IVR) The queue manages language prompts, announcements, and messages as a configuration component. Recorded messages can be configured using business rules to determine when the message should be played. The IVR offers authenticated caller's options to enter or update information. The IVR offers the capability to customize prompts and messages based on the information provided. This can include additional messages or announcements to prompt customers to apply for additional services.</p> <p>Email Using the email channel, a CSR can prompt customers to apply for services based on similar business processes used in any other channel.</p> <p>Chat and Text (SMS) All customer interactions through chat shall come through the AVAP. Customers shall click on the virtual assistant link on the Unified portal and AVAP shall ask probing questions to understand what the customer needs help with. If the customer needs help to apply to a specific program, the virtual assistant shall return relevant information from its knowledge base on the application process and redirect the customer to the respective application sections in the Unified portal. All customer interactions through the SMS channel shall come through the AVAP. The customer shall send a text message to a number that is published on the Unified portal. The workflow shall be the same as that for the chat channel mentioned in the previous paragraph.</p>
Resolve	5.29	<p>Amazon Connect call-recording features provide capability for recording voice signatures. AWS Simple Storage Service (S3) shall store the recording into buckets as a wave file (*.WAV). The file shall be associated with the user's records and encrypted at rest and in transit. When retrieved, the file</p>

		shall be renamed following the State's requested guidelines. Such files shall follow data retention rules as specified during the design sessions. We shall attach or logically associate the voice signature with an interaction. This shall be executed or adopted by a person with the intent to sign the record.
Resolve	5.30	<p>HSD requires courteous, efficient, timely, and accurate responses. If management is notified of a complaint, we shall work with the customer and State to resolve the issue. CSRs shall be able to escalate directly to a supervisor.</p> <p>Process Development</p> <p>We shall work with HSD to develop business requirements to act upon a filed complaint. Options include directing the call to a supervisor, issuing a case and inserting it into HSD's preferred ticket management or work queue system, formatting an email or text message with caller ID and complaint information, and notifying the caller with the complaint status. This applies to voice (IVR), chat, text (SMS), web, mobile, or visual IVR interactions.</p>
Resolve	5.31	<p>Salesforce is the system of record for all notes, attached documents, and updates. Upon contact from any communication channel, Salesforce shall create a case with a unique number for reference and enter information in the IVR, web, email, or chat.</p> <p>Throughout the course of the call, the CSR shall enter additional information, including the nature of the inquiry, questions asked, and any response/resolution provided, as reflected in Figure 77.</p>
Resolve	5.32	<p>Upon contact from any communication channel, Salesforce shall create a case with a unique number for reference and enter information in the IVR, web, email, or chat. For email cases, if a matching contact has the sender's email address, the case shall be associated to it. With the integration to the State's core solution, CSRs can access the contact's account information.</p>
Resolve	5.33	<p>Throughout our response to the requirements in Connect thru Resolve stages, we have described where and how we shall use the state's systems for resolving inquiries. To summarize:</p> <ol style="list-style-type: none"> 1. The CCSC Solution shall utilize the integration platform for customer/provider authentication. As part of this transaction, we shall need access to some basic case/customer data for effective routing. 2. We shall link to or utilize HSD's existing knowledge repositories, including the Wiki, policy manuals, GIs and other published documents and make these available to our CSRs to resolving customer's inquiries. 3. We shall utilize the State's Robotic Process Automation service to complete tasks that otherwise would be queued for a State employee to execute. 4. The solution shall use the integration platform for exchanging case notes, accessing ECM and triggering notifications. 5. Finally, our CSRs shall have role-based direct access to HSD's systems to look-up or update information. <p>For additional information about the CCSC integration approach, refer to Appendix G, Section 2 – Integration Approach.</p>
Resolve	5.34	We strive to support providers and customers in finding the information they

		<p>need and to provide guidance on how to use HSD’s website for future inquiries. During the transition period, we shall work with the State to confirm processes and procedures. Activities include:</p> <ul style="list-style-type: none"> • The CSR should provide educational information to the caller on each interaction. This may include references in customer-facing documentation, websites, creating accounts or services. • The CCSC Team can assist the caller on basic website troubleshooting (browser versions, clear cache, and, if using a self-service portal like YES-NM, reset passwords). • The CCSC Team shall follow escalation process for reporting website or technology issues. <p>One of our goals is to promote digital self-service so that your customers can access other channels and access your services at their convenience. We understand that this may involve hand-holding some customers and are committed to doing so.</p>
Resolve	5.35	<p>When a customer/provider contact requires additional interaction by a State employee that may not have access to Salesforce (beyond Tier 3), we shall create a task/ticket in the appropriate State system (e.g. ASPEN). The task/ticket shall be created via the SI’s ESB using webservices through the integration platform. Any required data shall be sent via this web service. Once the case is resolved, the State shall publish updates back to Salesforce on resolution.</p> <p>We understand that HSD may want information on all customer/provider inquiries to be available in HSD systems. This may help a case worker get a full picture of a customer’s interaction with the Department which may otherwise not be available in HSD system(s). To enable this, we shall determine an approach during design sessions to make this data available to HSD systems. We can achieve this by pushing CRM data in overnight batch, in real-time as updates are made in Salesforce, or upon request from the State system via SI’s ESB using webservices through the integration platform. Careful consideration shall need to be made to send an optimal amount of data such that HSD systems are not inundated with case notes from the CRM.</p>
Resolve	5.36	<p>When contacted from any communication channel, Salesforce shall create a case with a unique number for reference. The case shall include any information entered in the IVR, such as the calling phone number or email address, date of the contact, and any identification number (provider, vendor, customer).</p> <p>Within Salesforce, the case type, origin, and reason shall be tracked for all cases handled by CSRs and virtual agents. We envision creating a multi-tier set of custom fields to track the contact reason and make them available in reporting to management. This granular level of detail shall also help us identify candidates for future self-service automation.</p>
Resolve	5.37	<p>If a caller needs to be transferred or referred to a different source, the CSR shall follow processes based on State rules configured in Amazon Connect, including if we need to perform a “warm-transfer,” and shall note the activity in the case. The Amazon Connect Unified Desktop, reflected in Figure 78,</p>

		allows for an easy transfer to an individual or a queue.
Resolve	5.38	We track all events that occur during an interaction within the case in our CRM system. For inquiries that require additional support by a State field office, the CSR shall follow the appropriate process, including logging the interaction activity. These cases are left unresolved, tracked like other open cases and show on our pending items dashboards and reports until we receive resolution from the local office. We shall establish the timeliness criteria for these cases with HSD and work with the field office to resolve them in that timeframe.
Resolve	5.39	In our experience, many customers call HHS contact centers requesting a reprint of a recently generated form or notice. They may also be requesting an application form be mailed to them. In such scenarios, we shall invoke the IP notification engine to trigger the appropriate form or notice generation via a paper or electronically depending on customer preference. We shall send details such as case number, document name or control number, channel preference to the notification engine. This process may also be a good candidate for automation using Robotic Process Automation and we shall finalize the approach during design sessions.
Resolve	5.40	We understand that HSD's systems receive periodic information from Federal, State and other agencies with data and information on its recipients. This data supports accurate eligibility determination and is necessary to meet quality measures. To support HSD is in this process, our CSRs shall flag such discrepancies to the caller. To achieve this, the CSR's unified desktop shall aggregate data from various sub-systems and highlight data discrepancies like a new hire alert or a PARIS match. CSRs shall follow established processes to report data discrepancies and provide customers with suggested next steps to resolve such discrepancies. In order for this process to be efficient, this data shall need to be provided at the time our systems make a customer authentication request via the integration platform. During the design sessions, we shall discuss other approaches to meet this requirement.
Resolve	5.41	The CSR's unified desktop shall aggregate data from various sub-systems and provide insights within to aid CSRs with said inquiries. CSRs shall follow established processes regarding Electronic Data Interchange (EDI) transaction enrollments, EDI forms, companion guides, Trusted Platform Module (TPM) requests, and Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Guidelines accordingly.
Resolve	5.42	CSRs shall be trained in accordance with EDI training curriculum, including account creation or modification, initial testing, agreement form submission, end-to-end testing, and post-testing enrollment.
Resolve	5.43	All EDI-related forms, guides, and reference materials shall be posted on HSD's site.

Category	ID	Contractor Response
Review	6.01	Contractor provides and operates the proposed services for providers and employers with enough customer service representatives (CSRs) and

		<p>specialist representatives to maintain service levels. To do this, we use Calabrio ONE for workforce management to provide forecasting, scheduling, and analytics.</p> <p>Workforce Management Calabrio ONE includes call recording, quality management, and workforce management. It records, captures, and analyzes customer interactions to provide a single view of the customer and improve the overall CSR and customer experience.</p> <p>Forecasting and Scheduling With Calabrio ONE, we can manage the workforce more effectively and eliminate over-staffing with artificial intelligence (AI) and predictive analytics. This allows us to use historical data to generate volume and work time forecasts to identify efficiencies and gaps unique to the CCSC. Scheduling capabilities allow for automatic assignment schedules based on capacity, accounting for time off, absences, and training.</p>
Review	6.02	<p>All staff, regardless of location are monitored through the Amazon Connect telephony system and Calabrio ONE workforce tool. Because the centralized administration functionality manages and supports all channel groups and queues, we can add support without impacting service levels. Overflow team members follow the same procedures and processes as the Tier 1 support team. The single system of record maintains interactions during contact tracking.</p> <p>For detailed information about the overflow process refer to Section 5 – Resolve Stage, Requirements 5.0-5.17.</p>
Review	6.03	<p>OneView delivers advanced data visualization, which allows for easier trend and issue analysis. OneView collects data automatically from all contacts (calls, texts, faxes, emails, and chats) and collates it into a single source for reporting. Through the visual analytics, HSD shall have insight into overall business statistics with the ability to drill down into topics. Figure 80 reflects the phone summary dashboard as an example. The CCSC Solution comes with best practice customer contact reporting that shows volumes at the interval level for all contact types. This information allows for quick staffing adjustments and provides detailed analytical reporting to give insight on peaks and valleys in volume.</p> <p>The CCSC Team shall monitor contact volumes and service level agreements (SLAs). We shall set up threshold settings to identify when a contact falls outside of parameters, so the team can escalate to management as needed.</p>
Review	6.04	<p>The workforce management team shall trend data on the contact types daily, weekly, and monthly and shall use it forecast scheduled and managed inter-day performance.</p>
Review	6.05	<p>Inquiries received from the phone (Amazon Connect), email (Salesforce), text, or chat can be offered a customer satisfaction survey. For phone calls, we shall offer the option to stay on the line at the beginning or end of the call to provide feedback. Inquiries received via email, text, or chat shall receive an email follow-up request for customer feedback once a case is closed.</p> <p>Customer Satisfaction Dashboard</p>

		<p>We shall collect and collate survey data from Amazon Connect and Salesforce into a customer satisfaction dashboard, reflected in Figure 81. The dashboard provides an opportunity to assess overall satisfaction and identify key areas or categories for performance improvement.</p> <p>When we identify a negative trend or issue, we shall perform a root cause analysis using the Define, Measure, Analyze, Improve, and Control (DMAIC) steps of the Six Sigma process to reinforce the critical thinking and analytical framework required for root cause analysis.</p> <p>The analysis helps to proactively identify risks and issues before a significant impact. Using root cause analysis, we can identify “where” and “why” the negative trend occurred. We can then apply remedies that address issues proactively.</p>
Review	6.06	<p>Contractor uses metrics to develop our teams, set goals, and determine educational needs. We expect high performance from our people and strive to provide continuous feedback and encouragement to grow their skills and abilities.</p> <p>Performance Scorecards</p> <p>Our operating model includes a set of standard reports and scorecards tailored to the State’s key measures and goals. Scorecards created for each CSR are grouped by team and used by team, quality, and training leads to manage the teams and drive continuous improvement. These reports, reflected in Figure 82, and scorecards include the following:</p> <ul style="list-style-type: none"> • Identify, measure, and set targets based on SLAs, key indicators, and critical inputs and outputs • Establish analytics for all key outcomes • Drive understanding and decision making around important trends • Provide clear line of sight for the teams to see the impact of their activities on process outputs.
Review	6.07	<p>When the CCSC receives a call/contact from any channel, a case shall be created in Salesforce with a unique number for reference. The case includes any information entered in the IVR, the calling phone number or email address, date of the contact, and any identification number (e.g. provider, vendor, customer). Salesforce is the system of record for all notes, attached documents, and updates. When reassigned either through escalation or rerouting based on the issue, the receiving user can access case data, associated artifacts, and continue to update as necessary.</p>
Review	6.08	<p>The Amazon Connect-powered unified agent desktop and underlying operating systems and desktops include supervisory features (manager listen in) for authorized users with a secured connection to silently monitor an agent’s voice and desktop interactions. Authorized users can access call recordings, contact trace records, and agent events to further evaluate call quality.</p>
Review	6.09	<p>OneView provides online and historical reports through self-service analytics on volumes and workload for all contact channels. Figure 83 provides an example of a volume dashboard. Amazon Connect, Calabrio ONE and Salesforce shall feed data into OneView which offers near real-time views</p>

		and historical report generation. Reports may be configured to include chosen parameters, displayed in Tableau, and scheduled to run. With this functionality, we have full visibility and management into front and back-office CSR activity and work load in real time.
Review	6.10	Amazon Connect Streams API embedded into the CSR unified desktop shall capture and stream data related to abandoned IVR calls centralized dashboards in OneView.
Review	6.11	Amazon Connect Streams API embedded into the CSR unified desktop shall capture and stream data related to dropped calls/contacts to identify at what point they are abandoned into centralized dashboards in OneView.
Review	6.12	Amazon Connect Streams API embedded into the CSR unified desktop shall capture and stream data related to On Hold calls to identify and report the length of hold and types of calls that are hold for trending into the centralized dashboards in OneView.
Review	6.13	Amazon Connect Streams API embedded into the CSR unified desktop shall capture and stream data related to On Hold calls to identify and report the length of hold and types of calls that are hold for trending into the centralized dashboards in OneView.
Review	6.14	The proposed solution uses AWS ancillary services and Amazon Connect Streams API to aggregate information across all channels. It also provides a mechanism for CSRs to switch channels and become unavailable in other channels, effectively impacting the queues and routing mechanism.
Review	6.15	Amazon Connect maintains information for each CSR, including the associated skill and competency groups discussed in Section 3 – Routing Stage. The contact flows reference skills required for the activity being processed and direct calls to queue objects. An authenticated user may alter the contents of the CSR tables in real time and as required to update skills for incoming calls not already in a queue. For a detailed description of how we use our skill and competency groups please refer to Section 3 – Routing Stage, Requirements 3.09 and 3.15.
Review	6.16	Amazon Connect stores call recordings of customer interactions in Amazon S3. Interactions are not recorded unless a CSR is connected. If multiple CSRs are connected, each shall have an associated call recording. The telephony system (Amazon Connect) can stream, record, and store call data. Calls may be received by Operations or by customers with access to systems. Calls are identified by CRM ticket.
Review	6.17	We continually monitor each service using Calabrio ONE to validate sufficient coverage. The dashboard, reflected in Figure 84, allows for configuration to include HSD's data points. These include CSR group configuration, status, time on outgoing or incoming contact by channel, wrap-up status by channel, time in wrap-up status by channel, contacts waiting by channel, contacts abandoned by channel, calls in IVR, and total contacts by channel. OneView provides dashboards and reporting in near real time for HSD staff. Real time reporting shall be built into the source tools, such as those described in response to Requirement 6.09.
Review	6.18	The CCSC Solution integrates Salesforce and Amazon Connect via the

		<p>Amazon Connect Computer Telephony Integration (CTI) Adapter, which provides a browser-based contact control panel (CCP) within the Salesforce Lightning and Console experience. This feature includes both inbound caller ID screen pop-ups and outbound click-to-call, transfer, and conferencing. Other key benefits of the Amazon Connect CTI Adapter include the following:</p> <ul style="list-style-type: none"> • Provides synchronization between Salesforce Omni and Amazon Connect • Supplies valuable information to the CSR through a configurable view of call attributes • Creates phone call tasks automatically and relates it to the appropriate Salesforce object • Embeds Amazon Connect call recordings in the Salesforce record <p>Enables lookup and creates and updates operations for different Salesforce objects (like contacts and cases) within Amazon Connect contact flows</p> <ul style="list-style-type: none"> • Supports Salesforce Sales and Service Console in Lightning
Review	6.19	The CCSC Solution includes AWS Access and Identity Management services to manage roles and permissions, coupled with cloud native tooling (such as CloudTrail, Config, Macie, GuardDuty, and Cloud Watch). Authorized State staff shall have access to CCSC systems to receive transfers, process contacts, provide updates, conduct monitoring, and facilitate reviews.
Review	6.20	<p>OneView's reporting and analytics features automate reports and provide visibility to operational performance and business-critical data. We shall tailor reporting to address HSD's requirements using a combination of standard and customized reports for operating performance and efficiencies. Operations Navigator, a central, one-stop portal, provides HSD with real-time, shared visibility of operational performance and critical business process data. Operations Navigator extends management visibility beyond the SLAs to assess the overall health of the business and optimize operational performance.</p> <p>Figure 85 provides sample reports HSD might receive as part of service governance or in real-time at HSD's request. We shall customize and define report details with HSD.</p>
Review	6.21	OneView collects data automatically from all contacts (calls, texts, faxes, emails, and chats) and collates it into a single source for reporting. Contact trace records and agent event logs provide visibility to review all contacts received, on hold, dropped, answered, transferred, and abandoned.
Review	6.22	We shall use OneView to collect data from all channels and workforce analytics to provide all CCSC reports and data pertaining to the IP.
Review	6.23	HSD and Contractor shall define requirements and delivery channels during negotiations.
Review	6.24	Inquiries received from the phone (Amazon Connect), email (Salesforce), text, or chat can be provided a customer satisfaction survey. For phone calls, we shall offer the option to stay on the line at the beginning or end of the call to provide feedback. Inquiries received via email, text, or chat shall receive an email follow-up request for customer feedback once a case's status is closed.
Review	6.25	Through comprehensive monitoring and status reporting, we shall provide

		<p>HSD with the appropriate information and tools to determine when the solution is not addressing defined requirements. Quality Assurance shall analyze and determine root causes for those metrics with results beyond acceptable limits or those with results trending in one direction. Quality Assurance shall work with HSD to determine if there is a need to develop and implement a corrective action plan (CAP).</p> <p>If HSD deems it appropriate to impose a CAP, we shall propose a plan that includes our acknowledgement of HSD's notice, the impact of the issue as appropriate, the root cause analysis, our plan for immediate action to mitigate further impact, our solution for resolving the issue, and preventative measures to avert future issues.</p> <p>Upon approval of the submitted CAP, we shall log and manage identified corrective actions by communicating the plan to all appropriate stakeholders, including our subcontractor teams. Once we receive notification from HSD that the issues have been resolved to their satisfaction, the CAP shall be closed in the tracking tool.</p>
Review	6.26	We shall collaborate with HSD to provide ad hoc reporting and creation as needed.
Review	6.27	Contractor directly refers known instances of possible or suspected waste, abuse, and fraud to HSD within one hour of identification and shall include necessary information within one day of the identification and provide ongoing support. As part of deployment, we shall work with HSD to confirm the appropriate process for completing the reports, including how we educate our team on what is their responsibility
Review	6.28	<p>The telephony system (Amazon Connect) can stream/record/store call data. Calls may be received by Operations or by customers with access to systems. Calls are identified by CRM ticket. The streams functionally shall allow for real-time listen-in by authorized parties.</p> <p>Authorized users may monitor CSR calls. Monitoring can take place anywhere there is a satisfactory IP link to the cloud servers.</p>
Review	6.29	We reviewed and confirmed that Contractor can provide all reports and associated data to the IP, listed in Appendix G, Section 7.6 – CCSC Reporting. Report development and configuration is included as part of the deployment process.
Review	6.30	In addition to IVR menu-driven contact flows, AWS AI services like Lex, Polly, Transcribe and Comprehend Natural Language Processing (NLP), and Understanding (NLU), AI capabilities provide robotic process automation (RPA) capabilities during the Review stage.
Review	6.31	<p>Contact trace records and agent event logs, coupled with AWS Streams API events captured via the agent desktop, provide visibility to determine to whom the contact was transferred, the date and time the transfer was made, why a transfer was necessary, and who implemented the transfer.</p> <p>The events published to the stream include but are not limited to agent login, agent logout, agent answers a call, and agent status change. Authorized users can access the agent event streams and AWS Streams API plus agent commentary to create dashboards. These dashboards can display agent</p>

		information and events and integrate streams into workforce management solutions. Authorized users can configure alerting tools to trigger custom notifications of specific CSR activity. CSR event streams help manage CSR staffing and efficiency.
--	--	--

Category	ID	Contractor Response
Training	7.01	<p>Contractor develops and delivers comprehensive training programs, education, and materials for trainees to accurately and efficiently perform required tasks. We shall perform proficiency testing, conduct quality control reviews, and retrain CSRs as necessary. Testing shall include quizzes, assessments, practical application, and observations results (i.e. mock calls) to help measure course effectiveness.</p> <p>All CCSC team members must achieve assessment requirements to progress through the various learning stages. The assessments are both written and verbal to test knowledge and skill, with the certification minimum threshold at 90 percent. CSRs who fail to achieve 90 percent may retake the assessment, and remedial action shall be taken if required.</p> <p>We perform Service Readiness Testing in a test environment with mock transactions to test CSRs' knowledge. They are audited as if in a live environment. CSRs are assessed on how many calls are closed and how many are correct. This step validates their training. After CSRs go live, we shall over-staff subject matter advisors (SMAs) from technology and process to provide additional support. New CSRs are supported by a team of experienced personnel who are promptly available for questions.</p>
Training	7.02	<p>Contractor develops and delivers comprehensive training programs, education, and materials for trainees to accurately and efficiently perform required tasks. From the start of project, the Training Team shall focus on identifying and aligning the CCSC workers' learning needs to training objectives, as reflected in Figure 86. As the material is developed, we shall follow a rigorous peer and SMA review process to promote content quality and accuracy. We shall provide training materials that are consistent and coordinated with HSD's objectives. HSD and Contractor shall collaborate to develop the training curriculum.</p> <p>Deliver Training</p> <p>Contractor shall provide an extensive training program to all CSRs to understand the programs, policies, and procedures of HSD, CSED, ISD, and MAD to resolve inquiries. The training shall equip the team with the skills and information necessary to provide a quality interaction.</p> <p>We propose using HSD's learning management system (LMS). The LMS shall accommodate live and on-demand training, interaction, testing, and tracking, while allowing for assessment of staff knowledge, and immediate refresher training when knowledge deficits are recognized. This shall create a forum that monitors improvement with minimal disruption to daily operations.</p> <p>Table 32 reflects the activities and tools used to develop and update training manuals, materials, and records to deliver comprehensive CSR training.</p>

Training	7.03	The Contractor team shall provide training materials, manuals, and records for State review based on the Training Plan schedule and methods agreed upon with HSD. We typically recommend an online shared repository, such as a common SharePoint, where the training material developers and reviewers have access to efficiently coordinate updates. We shall update the schedule if new State or Federal regulations or processes affect the documents and shall print the manuals for the State to archive. We also shall make the documents and revision histories available on HSD's SharePoint HHS 2020 Library.
Training	7.04	As additional staff are hired into the CCSC, they would receive the necessary training to perform their roles (as described in Section 8 Training: Training Plan Development) and below in Table 33. Continual Learning We understand the importance of ongoing training to keep CSRs current with new services, tools, or process changes. Additional personal development training is critical to the growth of our people. Contractor provides 40 hours of refresher and update training per year for our CSRs, including client-specific content, compliance training, and general development. After completing new-hire training, CSRs have continual learning goals. We require our team to consistently retrain to keep them current with leading practices and to improve overall service quality, which is tracked in the LMS described in Requirement 7.02. The LMS shall manage required and optional training, tracking of the courses each person has taken, and allow for "just-in-time" training of various topics: tools, programs, processes. New tools or services training are generally held in a classroom environment with trainers in accordance with requirements. All courses include an assessment to demonstrate mastery.
Training	7.05	Our field-tested methodology provides a framework for the planning, development, delivery, and management of federal and state training programs for engagements like the CCSC. Contractor's training curriculum includes individual knowledge and skill building, as well as the required State-mandated topics--handling confidential information, Federal Tax Information (FTI), and computer security requirements. These topics are woven throughout the relevant classes in both General and Role-specific training.
Training	7.06	Our work in Texas, California, and with private sector contact center clients has given us experience working with bilingual customers and CSRs. The process to support training in English shall be the same as conducting training in Spanish. We shall have Spanish-speaking auditors who can assess skills and conduct training assessments with CSRs. Data reports enable us to track performance by language to verify the training is consistent.
Training	7.07	Our proposed Project Manager, Dennis Green, shall work with HSD through regular meetings to coordinate training. We shall provide HSD with training through a train-the-trainer model. State trainers shall then coordinate with the necessary State users.
Training	7.08	The new technology supporting the CCSC shall provide intuitive interfaces and dashboards. We shall provide role-based training to our CSRs and

		<p>appropriate State staff through classroom and online options to equip them on the tools and technology as well as necessary policies and procedures. We shall integrate visual, auditory, and learn-by-doing delivery techniques to address the range of learning styles.</p> <p>The training solution starts with baseline material that can be tailored to address CCSC program needs. Table 34 reflects the base training components we shall use in the CCSC Project. We shall determine the full list of classes in coordination with HSD.</p>
Training	7.09	<p>Contractor has a rigorous curriculum and methodology for training, including assessment levels. We shall provide the appropriate role-based training for HSD users to be confident in the new tools and processes. Knowledge transfer shall be an ongoing process from users who have transitioned from the incumbent to the CCSC Team.</p> <p>Quizzes, assessments, practical application, and observations results (mock calls) help measure course effectiveness. We monitor training success and validity through end-of-class surveys, trainer feedback, and via communicating with the production teams. We use these data sources and Kirkpatrick's model of training evaluation to update our training.</p> <p>The Kirkpatrick's training model is best known as a model for analyzing and evaluating the results of training and educational programs. It considers any style of training, both informal or formal, to determine aptitude based on four levels criteria (reaction, learning, behaviors, and results).</p>
Training	7.10	<p>Contractor designs and develops training materials across the programs' operations for internal staff, State staff, and State-approved partners. The training framework includes planning, development, delivery, and management of training activities.</p> <p>At the beginning of the project, we shall conduct a Training Impact Assessment that documents the skills of each person on the project team and informs the Training Plan. We shall review the training approach with HSD leadership and key stakeholders and confirm users get the correct type of training support for the transition. When the Training Impact Assessment is complete, we shall work with HSD to confirm the appropriate curriculum and learning support materials (e.g., User Guides and Online Help) are provided. We shall provide HSD with the resulting training and knowledge transfer materials. All materials shall be stored in the HHS 2020 Document Library. The sample shown in 7.08, shows the base training components in customer service solutions across our Business Process Operations (BPO) practice. A Go-Live checklist sample follows here. Training samples are located in Attachment 2 – Training Samples and include:</p> <ul style="list-style-type: none"> • Sample Case Job-Aid • Sample Course Outline • Training and KT Sample Plan • Training Strategy Plan Sample <p>Go-Live Checklist</p> <p>A team member transition to production is completed during Hyper-care and includes the following check points reflected in Table 35.</p>

Training	7.11	Contractor shall create a framework for the planning, development, delivery, and management of training activities. The framework shall be based on the premise that learners have different requirements and people learn in a variety of ways. To address these needs, we shall use visual, auditory, learn-by-doing, and role-based techniques. Our training delivery includes instructor-led and on-demand training courses. Figure 87 reflects how we shall provide initial and ongoing training and documentation for knowledge transfer to provide a high-quality customer service.
Training	7.12	<p>Contractor requires mandatory HIPAA privacy and security training for all personnel with access to CCSC systems and facilities before beginning work. We conduct regular audits, walk-throughs, and refresher training to verify that systems and staff protect confidential information throughout our service performance. Annual HIPAA Privacy and Security training includes training for Medicaid and Non-Medicaid transitions, Companion Guides, Employee and Organization Development and Trading Agreement Management System. Training focuses on:</p> <ul style="list-style-type: none"> • Explaining HIPAA and the importance of privacy and security compliance • Types of confidential information, including PHI • Compliance standards (such as minimum necessity, physical and technical security, and communication security) • Breach reporting requirements and process • Confirming the SI Contractor's and other module's HIPAA Transaction solution <p>We conduct regular audits and refresher training to verify the systems and staff continuously protect confidential information.</p>
Training	7.13	<p>We have a robust role-based training process through which CCSC staff shall receive security, service, and program training based on what is required for their role. We reviewed the list of programs and services in Appendix M and shall develop appropriate training, as agreed to during design sessions. HSD's learning management system (LMS), as mentioned in 7.02, shall manage required and optional training for each CCSC staff, track the courses each person has taken, and allow for "just-in-time" training of various topics: tools, programs, processes.</p> <p>Contractor consultants are already in New Mexico learning how the current program works. During the transition, we shall draw upon our SMAs in Texas and consultants in New Mexico to determine the "to-be" process. After determining the process, we shall develop the appropriate training materials. In California, Texas, and Ohio, we support the same or similar programs for citizens—medical assistance, income support, child support enforcement, and additional programs. We shall use the knowledge we gained on those projects to support the training of CSRs in New Mexico.</p> <p>All CCSC staff members must achieve assessment requirements to progress through the various learning stages. The assessments are both written and verbal to test knowledge and skill, with 90 percent as the certification minimum threshold. CSRs who fail to achieve 90 percent may retake the assessment, and remedial action shall be taken if required.</p>

Category	ID	Contractor Response
Audits/ Reviews	8.01	<p>Our team maintains audit trails and logs of applications and engineering activities on the production systems. We maintain audit logging to provide traceability after receiving data. The Consolidated Customer Service Center (CCSC) Solution structures audit trails in the following way:</p> <p>Salesforce Structure of Audit Trail Records Salesforce provides an audit trail history within the application. The history lists the change, the date of the change, and who made it. This includes changes such as administration, customization, and security and sharing. Salesforce allows history downloads for the last six months of changes in a .csv file like that shown in Figure 88 or via an extract of the Setup Audit Trail object.</p> <p>Amazon Web Services (AWS) AWS retains audit records as one of its many services. As part of the account and organizations structure in AWS, reflected in Figure 89, AWS CloudTrail and AWS Config rules shall be enabled, which shall verify all AWS events are logged.</p> <p>Fields and Formats Audited The Salesforce components of our solution captures configuration changes, including the user, date, action, and where in the application the change was made in the Setup Audit Trail. This data is available to be extracted in a comma delimited format. In addition, the CCSC Solution shall store all AWS events and logs using JavaScript Object Notation (JSON) standards. The extent of the logs can include an expansive selection of information or only error/exceptions. While the format of the logs is configurable, the default JSON schema may be specific to the AWS service generating the logs.</p> <p>Controlling Access to Audit Information and Services In Salesforce, only users with View Setup and Configuration permission, usually afforded only to system administrators, can see the Setup Audit Trail. In AWS, roles and policies provide the granularity needed to control access to the logs and/or any dashboard representing the data. The logs are encrypted at rest within Amazon's Simple Storage Service (S3).</p> <p>Providing Audit Information to the State HSD can log in to Salesforce and download the Audit Trail History .csv file or use the OneView reporting tool for additional analysis while the AWS information is stored in AWS S3 buckets. Resources can obtain access as assigned by HSD, and AWS logs can be transferred to the State-owned infrastructure using JSON services. If needed, we can assist in providing this information to HSD.</p>
Audits/ Reviews	8.02	<p>Upon request, we shall coordinate with the SI Contractor's audit service to deliver the requested audit information to the SI Contractor's IP Module. During deployment we shall work with HSD to review and confirm the key data points and activities (such as case creation, views, and updates) that shall be included as audit points throughout the document process. Audit development shall include a maintenance review and approval plan with HSD and the SI Contractor.</p>
Audits/	8.03	Salesforce provides field history tracking, event monitoring, and event log

Reviews		<p>files to audit user and system actions. Using Salesforce Field History Tracking, administrators can select certain fields to track and display the field history for changes made to records in the history-related list of an object. Salesforce retains field history data for up to 18 months. Figure 90 provides an example of an in-application view of the Field History Tracking function. The Shield add-on increases the number of trackable fields and provides event monitoring that includes the following functionality:</p> <ul style="list-style-type: none"> • The IP can access event log files through the Force.com SOAP API and REST API to storage within existing back-end storage and data marts. • Event monitoring can be used with 28 different file types, including but not limited to Apex Callout/Exception/Trigger, Bulk API, Change Sets, Login/Out, Report, and URI to track actions by users and systems. <p>Event Log Files as part of the Shield add-on track the following:</p> <ul style="list-style-type: none"> • Who clicked on a record, when they clicked on it, and where they were when they clicked on it (e.g., when an ex-employee downloads the customer list before leaving the company). • Where logins of users, including administrators or support representatives who use Login-As, may violate a data residency requirement if not audited properly. • How adoption of key features and projects, such as a mission-critical application or the introduction of a new forecasting tool, is trending against forecast. • What Visualforce pages are best and worst from a runtime perspective. <p>AWS controls what users have access to and tracks their interactions. AWS tracks actions such as logging who users talk to, when a user logs into the platform, and when a supervisor logs into the reporting user interface. Using CloudTrail, all events in the account to Identity and Access Management (IAM), shall generate a log entry. AWS Config rules shall prevent anyone from tampering with the logging mechanism. The CCSC Solution controls, via IAM roles and policies, the level of access anyone shall have to the logs while managing the automated storage lifecycle of the logs for retention purposes.</p>
Audits/ Reviews	8.04	<p>The proposed services retain audit records and call recordings per HSD’s requirements using AWS S3, as shown in Figure 91. The maximum retention period is fully configurable to follow HSD’s data retention lifecycle policies. Additional audit trail information such as Field History (ex. case status changed) is available in the Salesforce and retained for up to 18 months. We assume that at a minimum we would retain data up to six years based on HIPAA requirements for Protected Health Information (PHI). The HIPAA Retention requires that business associates and covered entities retain data for at least six years from creation date or last effective date, whichever happens to be later.</p>
Audits/ Reviews	8.05	<p>Contractor reviews audits or review findings to define what steps are necessary to respond to each corrective action plan (CAP). All responses to CAP shall be submitted to HSD for review and approval. If HSD deems it appropriate to impose a CAP we shall propose a plan that includes our</p>

		<p>acknowledgement of HSD’s notice, the impact of the issue as appropriate, the root cause analysis, our plan for immediate action to mitigate further impact, our solution for resolving the issue, and preventative measures to avert future issues. We shall have service level agreements (SLAs) for each CAP based on the severity with a defined response time for each stage of resolution.</p> <p>Upon approval of the submitted CAP, we log and manage identified corrective actions by communicating the plan to all appropriate stakeholders, including our subcontractor teams and provide quarterly status updates until the CAP is complete. We also provide an issue resolution tracker that includes the status of each CAP, which is used to monitor progress. Once we receive notification from the State that the issues have been resolved, we shall close the CAP in the tracking tool.</p>
--	--	--

Category	ID	Contractor Response
Security/ Privacy	9.01	The System Security Plan (SSP) provides the security planning requirements that apply to all stages of CCSC system and application lifecycles. The SSP is aligned to industry standards and complies with State and Federal regulations, as reflected in Table 36.
Security/ Privacy	9.02	Contractor shall implement security controls based on defense in depth, proactive monitoring, and security incident response. We use an Identity and Access Management (IAM) solution for role-based management and access controls for user authentication. All access and accounts (e.g., customer service representatives, State employees, and privileged users) shall be formally requested via agreed channels and approved before provisioning. Security activities include account maintenance, periodic reviews, modifications, and disablement. In addition, we document the processes and technology for all in scope security services throughout the transition and ongoing service delivery phases. Contractor shall provide HSD with all required information and documentation, such as the latest version of the SSP, in support of annual audits based on State or federal compliance, or ad hoc inquiry.
Security/ Privacy	9.03	<p>After a review of our components and delivery models, we assume HSD shall procure a third-party penetration testing service. Contractor shall support HSD’s selected independent assessor by coordinating to provide access to the solution, review findings, and conduct remediation activities as applicable. Our support includes:</p> <ul style="list-style-type: none"> • Salesforce: Our service delivery model for the Salesforce component is platform as a service (PaaS). Salesforce performs independent third-party testing on an annual basis and can provide attestation to such activities. • Amazon Web Services (AWS): We can support testing of specific resources included in the solution and shall coordinate with the third-party penetration testing service for confirmation. • Call Center Facility: We shall support the third-party penetration testing with HSD.
Security/ Privacy	9.04	From an administrative perspective, we shall develop an SSP to document and test security and privacy controls applicable to all stages of the system

		<p>and application life-cycles from pre-development and development through post-development activities. Based on CMS' MARS-E 2.0 template, the plan shall address security and privacy control families to identify all security requirements. Figure 92 provides security and privacy controls. Contractor shall perform automated application security scanning (e.g., Burp Suite tool) and AWS infrastructure security scanning, as applicable. We shall conduct testing throughout system development, implementation, and maintenance to mitigate vulnerability introduction. We shall address any identified gaps based on priority, criticality, and State-defined mitigation timeline requirements.</p> <p>Salesforce</p> <p>Salesforce's information security program for the Salesforce Government Cloud is aligned with the FedRAMP requirements at the moderate impact level. To obtain compliance with FedRAMP, Salesforce conducted security assessment and authorization activities in accordance with FedRAMP guidance, NIST SP 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Lifecycle Approach, and HHS guidance. In accordance with NIST SP 800-18, Guide for Developing Federal Information System Security Plans, Salesforce documented a System Security Plan (SSP) for the Salesforce Government Cloud service offering. The SSP identifies control implementations for the GSS and in-scope customer facing products (Lightning Platform, Sales, Service, Communities, Einstein Analytics, and Industry Solutions) according to the FedRAMP Moderate baseline and HHS security control parameters. In accordance with NIST 800-53A and FedRAMP Moderate requirements, a third-party assessment organization (3PAO) conducted a security assessment of the Salesforce Government Cloud. The security assessment testing determined the adequacy of the management, operational, and technical security controls used to protect the confidentiality, integrity, and availability of the Salesforce Government Cloud and the customer data it stores, transmits, and processes. To maintain compliance with FedRAMP, Salesforce conducts continuous monitoring, which includes ongoing technical vulnerability detection and remediation, remediation of open compliance related findings, and at least annual independent assessment of a selection of security controls.</p>
Security/ Privacy	9.05	<p>To secure the information flow across the environment, we shall employ end-to-end encryption at the network level. For example, we shall encrypt remote access connections such as a virtual private networks (VPN). Additionally, we shall initiate web connections using Transport Layer Security (TLS) 1.2. We shall encrypt data at rest (e.g., servers, media storage) using Federal Information Processing Standards (FIPS) 140-2-validated encryption modules. CCSC Contractor shall encrypt data at rest and in motion:</p> <ul style="list-style-type: none"> • Data at Rest: Encryption shall be enabled by default on the solution databases, Amazon Web Services (AWS) S3 buckets, and Software as a Service (SaaS) instances. • Data in Motion: Encryption shall be applied for end users, CSRs, and

	<p>privileged users connecting to the solution. Encryption shall also be applied for system application programming interface (API) calls using HTTPS, the secure version of HTTP.</p> <p>To protect the network, the default policy shall be to deny all or allow by exception. Connections to external interfaces shall be allowed by whitelisting specific IP addresses, as required. Contractor shall implement a web application firewall to inspect all API calls made to the AWS environment, helping mitigate risks.</p> <p>Our Configuration security shall be setup using CIS Benchmarks, and monitored for configuration drifts daily during business hours. This helps mitigate risks where AWS resources drift away from baselines into unfavored configurations that introduce vulnerabilities and risks. Our team shall use a threat detection system powered by machine learning to monitor the AWS environment for conditions where external or internal attackers are engaged in malicious activities. This shall further help mitigate security risks and help protect sensitive data and critical resources. In addition, AWS uses Amazon Macie to discover, classify, and protect sensitive data. This security system uses machine learning to recognize PII and other sensitive data. By using AWS Macie, Contractor shall provide HSD with capabilities that shall help prevent sensitive data within AWS from getting into the wrong hands.</p> <p>The CCSC Solution's aggregated security events shall be monitored 24/7 and analyzed every 30 minutes. When suspicious events are identified and qualified, Contractor shall escalate the incident to the appropriate team for investigation, management, containment, control, and resolution. Should the control violation lead to a breach, Contractor immediately shall invoke the incident management process to focus on breach containment and any actions to restore business</p>
--	--

Category	ID	Contractor Response
Strategy and Project Management	10.01	<p>We shall migrate account and contact data to Salesforce upon go-live from the source systems. The standard REST application programming interfaces (APIs) can be used to push all ongoing account and contact data updates within the State's systems to Salesforce.</p> <p>Integrations with ASPEN, MMIMS and CSD shall obtain updated information in the servicing process. Once Salesforce receives the data, Amazon Connect and ancillary Amazon Web Services (AWS) shall integrate with Salesforce via APIs and access real-time information related to customers, cases, contacts, resolution, identity, and other information. As a result, data shall not require synchronization via extract, transform and load (ETL)-type methodologies.</p>
Strategy and Project Management	10.02	<p>We have grown and demonstrated operational experience with effective disengagement transitions. For example, a recent program for an Oil and Gas Company in the UK involved transferring 340 resources over eight countries to another service provider. The main tool used in managing this program was the transition plan. This plan monitored the program and contained key target milestones up to the point of service transfer. The</p>

		<p>program was completed successfully, adding to our experience in developing and managing disengagement transition plans.</p> <p>For any disengagement, we work with our clients to transition services back to the client or to a successor using disengagement transition plans. During this process, we create and manage the plan for our transition activities. We remain true to our contract obligations through to the completion of the contract, using the same rigor to implement the solution or service as we do to transition out. Our role in this process is to provide reasonable support to the successor or client responsible for leading this phase.</p>
<p>Strategy and Project Management</p>	<p>10.03</p>	<p>Contractor understands the importance of a quality management program that uses industry leading practices and repeatable processes. Contractor's quality management methodology and subsequent processes and procedures emphasize and promote first-time accuracy, task completeness, and customer satisfaction.</p> <p>Implementing an Active, Independent Quality Management (QM) Program The quality assurance/quality monitoring (QM) program supports our efforts to deliver a quality solution by outlining the approach and criteria for performing reviews for all programs and define the approach for verifying and validating quality throughout the project lifecycle. Figure 93 highlights elements of the QM process used to define, validate, and verify quality standards within project deliverables and work products. We follow industry leading practices and recognize there should be a level of independence between the auditor and the team. In addition to this separation, our team leads perform regular internal quality assessments to identify trends and reduce errors.</p> <p>Calibration During Transition Planning, we shall align with HSD on needed reports and metrics that are important to be tracked as part of quality management. These metrics and reports shall provide a basis for go/no-go decisions. Constantly managing the quality of these metrics and deliverables shall allow the team to minimize re-work, manage and control issues, and expedite deliverable acceptance. Strong management processes shall allow for the early identification of misalignments and effective monitoring of Consolidated Customer Service Center (CCSC) business services throughout the CCSC Project.</p> <p>Our CSRs undergo a thorough quality check process. They are tested on speed and accuracy of processing information, based on pre-determined criteria. The performance monitoring report clearly highlights the areas of opportunity for the CSRs with recommendations to improve. The recurring errors are documented and eliminated completely.</p> <p>Regular calibration shall be carried out to help verify that there are no deviations in the parameters of quality. Our quality assurance team shall rate documents processed by CSRs, and then send these documents to the customers who rate them separately. We shall compare the findings and the cycle continues until the ratings match.</p>

	<p>Monitoring CCSC Business Services to Assess Performance Our quality management approach has a strong quantitative measurement and assessment component that verifies the output of our services is in line with requirements. The team shall apply quality control procedures to review tasks and processes within CCSC business services, confirming that all service level agreements as defined by the contract are being addressed. The quality control process focuses on completed work to check for accuracy and other defined quality standards. If needed, recommended corrective actions are presented to staff and management to verify work performance conforms to the required contract standards. For the CCSC Project, we shall work closely with HSD to discuss corrective action plans and implement the option most favorable for the project's outcome.</p> <p>Defining and Adhering to Leading Practices Contractor understands the importance of quality management and uses industry-recognized best practices and repeatable processes when performing tasks and activities. Contractor's quality management methodology and subsequent processes and procedures emphasize and promote first-time accuracy, task completeness, and customer satisfaction.</p> <p>Achieving Continuous Performance Improvement (CPI) The quality management framework emphasizes continuous improvement in business processes and delivery and through the pursuit of improved technologies. We encourage team members to look for ways to automate, reduce effort, and minimize costs. We also closely measure, monitor, and control our processes to identify areas for improvement. For example, during the implementation we review trends in peer review errors identified and testing defects to determine improvement activities, such as specialized training. In support and maintenance, we continuously evaluate overall quality and provide individual coaching or group training to improve outcomes. We also can use the outputs of the CPI process to provide feedback for our sustainment training.</p> <p>We conduct an impact analysis of each improvement opportunity to identify the effect on the project's overall goals and objectives and to determine priority and criticality. Once determined, we create an improvement action plan, so the opportunity can be properly evaluated and feed the results back to the continuous improvement plan. This plan captures a baseline of current process performance parameters (e.g., capability, yield, sigma level) to measure the effectiveness of any changes. Based on the identified gaps, we define the key inputs and outputs measured during the implementation of any continuous improvement initiatives.</p> <p>Reporting on QM Activities Our approach has a strong quantitative monitoring and reporting component in which we verify that the output of our services is in line with HSD's requirements. In doing so, we actively monitor for unplanned deviations, unfavorable trends, or new requirements that may affect the project. This allows for visibility into project progress and an opportunity</p>
--	--

		<p>to implement any necessary corrective action early. We report regularly on these QM activities, including but not limited to work performed, detailed analyses of QM findings, statistics related to the findings, corrective action plans, and status.</p> <p>We provide data to support the QM team's standards and measures and monitor those metrics and additional quality control metrics ourselves to improve quality early. If issues arise, we provide corrective action plans to address the problem and look for continuous improvement opportunities. These metrics give insight into the effectiveness of the CCSC business services to gain more predictable outcomes and continuous improvement.</p>
Strategy and Project Management	10.04	<p>We shall provide and implement a series of service readiness checkpoints, established criteria, and service rehearsals to determine if the transition work has been completed and the support team is ready for service commencement. This transition service shall include the rollout of acceptance criteria for each workstream. We shall review transition exit criteria with stakeholders, including the State and its IV&V Contractor, and either the transition shall be approved, or corrective actions taken. Issues or open points shall be captured and tracked to closure.</p>
Strategy and Project Management	10.05	<p>We shall work with HSD to develop the change management process during Transition planning and establishment of joint governance. As a starting point, we shall use our Change Management methodology illustrated in Figure 94, to provide rigorous process control for change requests (CR), enhancements, and updates to CCSC business services. The process involves signoff of deliverables and their content, change reviews, approval/escalation steps, and implementation. Change management allows us to control, monitor, and implement changes on time with minimal disruption to service delivery, degradation to core responsibilities, and negative impact to other systems, service modules, and BPO Contractors. Change management also validates the business reason underlying each change, identifying the components and services affected by the change, planning and testing the change, and developing a back-out plan if the change results in an unexpected state.</p>
Strategy and Project Management	10.06	<p>Contractor shall comply with the SI Contractor's processes, standards, and Shared Core Services by tailoring our approach and methods to integrate with MMISR project-wide processes and standards. The Contractor Delivery Methods, which inform our processes on every project, are built to comply with industry standards and are easily adapted to comply with the SI Contractor's methods. An integral part of the CCSC Solution is finding a contractor that can work hand in-hand with the State, the SI Contractor, and New Mexicans. We have significant experience working in multi-vendor environments, collaborating, and coordinating with large and small organizations to run low-risk operations.</p>
Strategy and Project Management	10.07	<p>Working collaboratively with HSD and other project stakeholders brings continuity and clarity to the project activities occurring in parallel. From design to deployment and operations, communication and collaboration among all teams and stakeholders is a priority for the team. We shall work</p>

		<p>with identified stakeholders, so they become familiar with the design, development, and implementation of the new technology and any new business services processes.</p> <p>The stakeholders also shall be included using our Design Thinking methodology in requirements reviews, configuration walkthroughs, and peer reviews as needed to verify their business requirements are addressed. The impact of this collaboration is essential and tremendous. Our approach addresses and mitigates issues, engages the stakeholders and the project team as we navigate challenges, manages delivery timelines and resources, and creates an innovative environment with HSD's program management offices (PMOs) and IV&V partners.</p> <p>For additional details on the Design Thinking methodology, please see Appendix G, Section 5 – Configure and Provide CCSC Components.</p>
Strategy and Project Management	10.08	<p>The Contractor solution for most of our IT services are cloud-based commercial offerings. In most cases, transfer to HSD or a successor contractor could be as simple as reassigning the contract and passing along login information and configuration instructions. HSD or its successor contractor could assume control of the solution within minutes and continue operations without disruption. The ability to assume the license shall remove the need for data extraction and conversion. Please refer to Requirement 10.02 for information on our disengagement transition plans. If, instead, HSD decides to extract the data and pass it into a replacement solution, each of the solution elements shall be able to export data in common data formats, which could be converted and loaded into the replacement solution. However, customer history shall not be turned over. Contractor shall support the ETL processes by extracting the data and supporting the transformation, so the data could be effectively loaded into a new system. The applications in our portfolio have defined data models and utilities to extract data from those data models.</p> <p>For example, Salesforce has an out-of-the-box data export capability that can generate files of HSD's data on a weekly or monthly basis. System administrators could export HSD's data into a set of comma-separated values (CSV) files.</p> <p>In response to audit, litigation, or other action requiring access to records, Contractor shall clearly mark any related physical records, as defined by HSD, before the transfer. The transfer shall occur as approved by HSD.</p>
Strategy and Project Management	10.09	<p>Our deliverables submission approach applies industry standards and field-tested project management processes to complete necessary documents. Our process gradually introduces concepts, templates, drafts, and eventual final products for HSD's review and acceptance. Contractor shall upload and store all final project documentation and artifacts on the State Microsoft SharePoint site, HHS 2020 Document Library, or other designated location.</p>
Strategy and Project Management	10.10	<p>Contractor proposes the use of the Microsoft Office 365 Suite, including Microsoft Visio and Microsoft Project Professional, among others. The proposed business services shall comply with State PMO tools and</p>

		processes.
Strategy and Project Management	10.11	<p>Contractor supports user acceptance testing (UAT) to allow users and vendors to test the system in a pseudo-production environment to verify it is performing to defined requirements. Successful completion of UAT means that the system complies with the functional and technical requirements. Go-live activities also function as success criteria for UAT, including but not limited to maintenance windows, schedules, runbooks, release notes and roll-back procedures.</p> <p>UAT validates the readiness of the system, the system and its components, training materials, performance support products, and application support procedures. The UAT process continues throughout the life of the contract as enhancements and modifications are made. We shall configure the UAT environment, testing tools, and necessary controls to execute UAT under operational conditions approved by the State.</p>

Category	ID	Contractor Response
Service Expectations	11.01	<p>The OneView reporting tool collects data automatically and collates it into a single source of truth that can be used to generate advanced visualizations. Using visual analytics, HSD shall have insight into overall business statistics with the ability to drill down into topics. Figure 95 reflects an example of the Phone Summary dashboard. Authorized State stakeholders, partners, State contractors, and modular contractors shall have full access to our services and data without a fee or charge and throughout all stages of development and operations.</p>
Service Expectations	11.02	<p>Contractor develops and delivers comprehensive training programs, education, and materials to accurately and efficiently perform required tasks. We perform proficiency testing, conduct quality control reviews, and retrain customer service representatives (CSRs) as necessary. Testing includes quizzes, assessments, practical application, and observation results (mock calls) to help measure course effectiveness.</p> <p>Refer to Appendix G, Section 8 – Training, and Appendix H, Section 7 – Training Stage, for a detailed description of our training approach and plan.</p>
Service Expectations	11.03	<p>We shall build required REST callouts in Salesforce to communicate information between Salesforce and the requisite systems, such as ASPEN, via the enterprise service bus (ESB). We assume the State’s services shall be exposed to Salesforce and Amazon Connect and that interface specifications shall be provided for each web service. We shall secure all web service communications with Transport Layer Security (TLS)/Secure Sockets Layer (SSL).</p>
Service Expectations	11.04	<p>The Interactive Voice Response (IVR) system is available 24/7/365 outside of the agreed-upon maintenance windows. Amazon Connect runs on Amazon Web Services’ (AWS) demonstrated infrastructure. This makes Amazon Connect more highly available, fault-tolerant, and scalable than would be possible if a contact center solution was run from a single data center.</p>

		<p>HSD's data services must support some or all IVR applications. The data connection between Amazon Connect and the State's data services shall consist of highly reliable and available networks.</p> <p>The Consolidated Customer Service Center (CCSC) solution is built leveraging a cloud module with the typical service level agreements (SLAs) of 99.9 percent.</p>
Service Expectations	11.05	<p>Contractor provides and operates the proposed services for providers and employers with enough CSRs to maintain service levels. To do this we use Calabrio ONE for Workforce Management to provide forecasting, scheduling, and analytics.</p> <p>Workforce Management Calabrio ONE is a unified workforce optimization and employee engagement suite that includes call recording, quality management, workforce management. The suite records, captures, and analyzes customer interactions to provide a single view of the customer, and improve the overall CSR and customer experience.</p> <p>Forecasting and Scheduling With Calabrio ONE, we can manage the workforce more effectively and eliminate over-staffing with artificial intelligence (AI) and predictive analytics. This allows us to use historical data to generate forecasts of volume and work time to identify efficiencies and gaps unique to the CCSC. Scheduling capabilities allow for automatic assignment schedules based on capacity accounting for time off, absences, and training. For a detailed description of the Calabrio ONE Workforce Management tool refer to Appendix H, Section 6 – Review Stage.</p>
Service Expectations	11.06	<p>Contractor understands there is little room for error on rapid, large-scale implementation and delivery projects. Establishing clear definitions for SLAs shall help HSD to regularly and objectively estimate, deliver, and identify areas for improvement to enhance performance.</p> <p>We reviewed and shall comply with the CCSC Service Level Agreements in Appendix K - Performance Measures.</p>
Service Expectations	11.07	<p>We shall work with HSD to provide the necessary deliverable requirements mapping and skilled support to address MITA Maturity Level, CMS Seven Conditions and Standards, and the Technology Architecture Review Committee (TARC) Certification for each phase/gate review. Table 37 reflects how the CCSC Solution complies with the State's Enterprise Architecture. Contractor selected the proposed CCSC components that are SOA compliant, industry-leading technologies, and aligned to the MECT checklist. The result is a solution that can trace the MECT and MITA requirements through the business and functional requirements, and test case results.</p> <p>For samples of CMS artifacts and evidence please refer to Attachment 1 – CMS Artifact Examples.</p>
Service Expectations	11.08	<p>The Business Continuity Plan (BCP) addresses the disaster recovery (DR)/business continuity (BC) framework and focuses on recovery service levels, roles and responsibilities, communication, preparedness,</p>

		<p>infrastructure, a threats and actions plan, a component recovery plan, maintenance, and testing.</p> <p>We shall test the BCP annually to verify CCSC services and associated business process continue should a failure occur. We shall provide the test results to the State within 30 days of test completion. The BCP complies with CMS requirements and SLAs defined in Appendix K - CCSC Performance Measures.</p> <p>Refer to Appendix G, Section 10 – Business Continuity for a detailed description of our DR/BC plan and approach.</p>
Service Expectations	11.09	<p>The CCSC solution, built atop Amazon Web Services (AWS), enables an instant computing infrastructure, provisioned and managed over the internet that shall quickly scale up and down with demand, and shall incur charges only for what is used.</p> <p>AWS is the combination of hardware and software components. The solution abstracts the individual components (infrastructure, operating system (OS), and middleware) and provides a complete development and deployment environment for applications and services. This ecosystem enables developers to build applications with a lot more speed and flexibility while reducing cost and complexity. Because of this, we can design integrations with existing and new systems following Separation of Concerns (SoC) leading practices at scale.</p> <p>We shall build required REST callouts in Salesforce to communicate information between Salesforce and the requisite systems, such as ASPEN, via the ESB. All web service communications shall be secured with TLS/SSL. Additionally, data shall be encrypted at rest where applicable using AWS Key Management Services (KMS) and Customer Master Keys (CMK). We assume HSD's services shall be exposed to Salesforce and Amazon Connect and that interface specifications shall be provided for each web service.</p> <p>If systems outside of AWS require access to AWS services, those endpoints shall be made accessible via API Gateways. Integrations between services within AWS shall be done directly without needing external endpoints.</p>
Service Expectations	11.10	<p>Contractor understands the sensitive nature of the data that the CCSC Team shall have access to as part of delivering services for this contract and shall only allow access to sensitive data for necessary business purposes by our onshore team members. We intend to use off-shore resources for some of the technology support services that do not require access to sensitive data including configuring the Salesforce components, call flows, and other technology components needed to support our contact center capability for New Mexico.</p>
Service Expectations	11.11	<p>Contractor has a global reach for resources and an extensive North American talent base. Our bench strength and our ability to recruit and hire reinforces our capability to provide resources with contact center expertise through the life of the CCSC Project. Contractor can staff within the response timelines indicated by the State because we do the following:</p>

		<ul style="list-style-type: none"> • Maintain Near Real-time Information on the Status of Each of Our People: We know their skills, experience, work location, and availability. On a regular basis, we forecast when people shall become available and match them up with demands for their skills so that we can get the right people to the right places with minimal lead time. In other words, we already are identifying staff for the CCSC Project months in advance. • Use the Skills and Resources of Our Austin Delivery Center: Use our experienced personnel with knowledge in solution, middleware support, security, business process management, rules, professional services, and product engineering to assist in specific installation or configuration tasks. • Hire Skilled Resources Directly from the Market: Contractor is one of the world's leading management consulting, technology services, and outsourcing organizations due, in part, to our successful track record in attracting high-performing employees. We engage our candidates in an extensive and comprehensive interview process. Our hiring process consists of several stages that may include a behavioral interview, a case study, and a skills assessment to validate whether the candidate can address the demands of the job. • Conduct Staff Cross Training: We conduct cross training to both supplement staff and address unplanned turnover. Our geographic spread, with our global centers of excellence, helps us cross-train our resources to build in redundancy and develop a pool of personnel capable of supporting engagements without disruption. • Monitor Weekly with Key Staff from Our Human Services and Sourcing Services: These staff already are engaged in preparation for this work. We meet with our team each week to validate that we get the right people and maintain the quality and volume of staff needed to start and finish the project.
Service Expectations	11.12	We shall collaborate with HSD and provide support for required audits. Contractor personnel prepare for each audit by gathering the appropriate records, answering questions and requests for clarification, and facilitating meetings and interviews with project personnel. During the audit, our project manager is the single point of contact for the auditors, which centralizes the responsibility for audit support and eliminates delays in responding to questions and requests.
Service Expectations	11.13	Our services include operating a HIPAA Help Desk to support questions from providers and electronic transaction submitters. The help desk team members assist providers and third-party submitters with ASC HIPAA-compliant X12 transactions. Additionally, the Electronic Data Integration (EDI) Help Desk provides solutions to respond to trading partners and inquiries and helps address configuration or connectivity problems. For more complicated issues, we coordinate with the appropriate application support teams to resolve the problem.
Service Expectations	11.14	We shall support State submitters using a Salesforce case configured to support EDI trading partner management for inquiries, account management (enroll and disenroll) updates, and submission status. Our

		account management process includes completing the trading partner agreement, testing transactions, and allowing access to the production environment for approved transaction types.
Service Expectations	11.15	We recognize the importance of successful data submission by State-approved trading partners and provide comprehensive ongoing operational and technical support. This includes providing documentation, tools, interactive trading partner testing, phone and email help desk, and one-on-one support when necessary to resolve data submission issues. Trading partners must complete required documentation and trading partner testing before obtaining access to submit production data. Contractor shall maintain and publish State-approved guides and other supporting documentation to instruct trading partners on processes and requirements for submitting data using EDI and SFTP interfaces. For new trading partners and when submission requirements change significantly, Contractor shall coordinate testing to verify compliance with State-defined requirements, and work with the its HIPAA Compliant Testing website.
Service Expectations	11.16	The components and processes within the proposed CCSC Solution deliver the required services outlined in Appendix M. Figure 96 reflects the CCSC components.

Category	ID	Contractor Response
Certification	12.01	As defined in the CMS Seven Conditions and Standards, modularity requires a flexible approach to systems development. The technical architecture of the Consolidated Customer Service Center (CCSC) Solution embodies those requirements. Table 38 shows the features of the CCSC Solution in relation to the modularity standard. The core solution is modular, scalable, and allows the introduction of changes to the CCSC Solution incrementally while using existing information assets.
Certification	12.02	We selected the CCSC Solution components to accommodate and deliver industry-standard compliant services. Table 39 shows how the CCSC Solution incorporates industry standards. Please refer to Section 1 – Connect Stage, Requirement 1.12 for additional details. We acknowledge we shall be required to provide a Section 508 Assessment Package.
Certification	12.03	HSD, SI Contractor, and State certification lead shall receive support from Contractor to monitor and validate processes, check that we address requirements, and review system modules. We shall provide access to plans, documents, reports, and other information necessary to attain MITA Level 4 certification. We understand our role is critical to support the State and shall provide follow-up, corrective actions, additional documentation, and participate in meetings to support certification. As part of the deployment, we shall review and map the federal Medicaid Enterprise Certification Toolkit (MECT) requirements for each business process to the CCSC requirements and provide an explanation of how we shall address each requirement. The CCSC Solution uses our industry-leading knowledge of SOA with CMS requirements. The components selected for CCSC Solutions shall

		<p>help to support MITA 3.0, CMS Seven Conditions, and a MITA compliance.</p> <p>For more information about our certification support approach, refer to Appendix G, Section 12 – Certification.</p>
Certification	12.04	<p>CMS certification is a critical process. We support the review and validation of the MECT checklist items by HSD, the IV&V Contractor, and CMS in a modular or stage-gate fashion. Contractor prepares for certification throughout the Transition phase. We include certification criteria in the MECT checklist items as part of our requirements definitions, load MECT checklist items into the requirements traceability tool, and address required functionality in our analysis and design activities and deliverables. We anticipate using a modular certification approach. We shall work with HSD to provide the necessary deliverable requirements mapping and skilled support to address MITA Maturity Level, CMS Seven Conditions and Standards, and State DoIT Technology Architecture Review Committee (TARC) Certification for each phase/gate review. During the design, build, and configuration in the Transition phase, we shall produce technical detailed design documents (DSD). All components of the CCSC Project shall be documented with detailed information on function and architecture integration. The documents shall contain the necessary sections to support the State with the CMS stage gate reviews. We shall work with the State to define a clear set of deliverables necessary for each stage-gate review in the project lifecycle.</p> <p>Contractor also develops a CMS Certification Plan outlining our approach for CMS certification. The plan covers the needed participation of State staff and contractors, including:</p> <ul style="list-style-type: none"> • Identifying steps required to support certification checkpoints • Developing and updating certification checklists • Validating the requirements traceability matrix (RTM) against the CMS certification checklist • Preparing the CMS certification readiness documentation • Preparing for the on-site review and designating the individuals who are assisting with each activity
Certification	12.05	<p>Contractor shall support HSD in achieving its goal of MITA Maturity Level IV in 2020 including participating in the periodic State Self-Assessment (SS-A) efforts, identifying and presenting MITA improvements as required by the CMS Implementation Advanced Planning Documents (IAPD), and monitor and track the progress goals for the CCSC activities as part of the IT governance process.</p> <p>The artifacts provided are examples and shall not be construed to be included in any contract, either explicitly or implicitly, in whole or in part, absent our expressed acknowledgement through language in the contract. For samples of CMS artifacts and evidence please refer to Attachment 1 – CMS Artifact Examples.</p>
Certification	12.06	<p>Contractor acknowledges that HSD expects to be at MITA Level 4 by the end of the 2020 Project. We shall work with HSD to achieve Level 4.</p>

		<p>Contractor shall help HSD document the MITA business processes. Our integration framework shall allow business process documentation, modeling, automation, and monitoring across components so that HSD could better support complex business processes across intrastate and interstate agencies.</p> <p>The solution includes Visio, which provides business process standards-based modeling. We shall document business processes and maintain them in a common process repository, so users can document, share, and reuse the business process models. This shall help the HSD design and implement business processes with greater MITA maturity.</p>
<p>Certification</p>	<p>12.07</p>	<p>We shall develop and update the required documentation for the CCSC Solution for the following CMS EPLC phases: Planning (Configuration Management Plan), Requirement Analysis, Design, Development, Test, and Implementation. Requirement Analysis, Design, Development, and Test documentation shall be maintained in Azure DevOps to provide traceability.</p> <p>Contractor shall use the HSD’s HHS 2020 SharePoint site for document management. In SharePoint, we shall be able to store operational artifacts (such as hard-copy inputs, report outputs, and received documents) and system documentation, including design documents, operations manuals, and training materials. Other documents include:</p> <ul style="list-style-type: none"> • Draft and final deliverables • Templates • Work plan • Status reports • Risk, issues, and action item matrices • Meeting-related documentation (e.g., agendas, meeting materials, presentations, meeting notes) • Other working documents as needed or as requested by HSD

Assumptions:

This set of Assumptions is included as a fundamental element of Contractor’s performance of the Services to the State of New Mexico. Any inaccurate assumptions may impact Contractor’s ability to meet estimated timelines and estimated or agreed fees and shall be managed through an equitable adjustment to such scope, fees or timeline in a mutually agreed Amendment. As such, Contractor presents the following key assumptions and principles upon which Services are based:

- The parties acknowledge that in performing the contact center services, Contractor is acting in the Department’s interest and as the Department’s legal agent.
- Contractor’s performance of the Services is dependent on HSD’s prompt and effective performance of its responsibilities, including timely decisions and approvals in accordance with the Contract and SOW.
- Contractor assumes that it would not be placing any unsolicited outbound calls or texts; all outbound calls/texts would only be in response to calls placed to the CCSC or for

which the call recipient has provided express consent. Contractor has assumed that any of programs/services that its personnel would discuss with potentially eligible callers would be free of charge to the caller. No outbound calls/texts would encourage purchases of goods or services, or market same. The services exclude telemarketing and/or advertising.

- Contractor has assumed that the services do not require it to have custody of or authority over Medicaid funds and nor shall it be required to obtain banking, credit card or other financial/payment information from callers.
- Contractor has assumed that there are no services in scope that would be considered telemarketing or telephone solicitation. In the event of a change in Services, Contractor's services are subject to greater due diligence and discussion with HSD about Contractor's exact responsibilities.
- HSD shall commit necessary resources with specified experience and subject matter expertise and management involvement as described in the Contract or as required by the work effort in order to support Contractor's delivery of the services and to perform the agreed upon acceptance procedures in a timely manner.
- Third party software is subject to the warranty and the terms and conditions of the respective software providers.
- Third party cloud instance shall be subject to the warranty and the terms and conditions of the respective cloud providers.
- HSD would work with third parties to resolve issues that are impacting Contractor's ability to deliver on this Contract. Should resolution of product issues be delayed, it could impact the cost and effort of this Contract.
- The Parties agree to work together to determine whether there are any legal or regulatory restrictions that would restrict Contractor and/or its affiliates and/or their personnel from performing the Services as proposed ("Restrictions") and if so, then discuss and agree, in good faith, how to address the Restrictions, provided that in no event shall Contractor be required to provide services in violation of the Restrictions.

Exhibit B

Performance Measures

I. Introduction

- a. This Exhibit B, together with all attachments hereto, comprises Exhibit B to the Agreement and is deemed incorporated therein. Capitalized terms used but not defined in this Exhibit B shall have the meanings ascribed to them in the Agreement or other Exhibits. Section references in this Exhibit are deemed to refer to the sections of this Exhibit, unless otherwise specified.
- b. This Exhibit governs the Performance Standards/Liquidated Damages that shall be used to measure Contractor's performance of the Base Services under the Agreement. From and after the applicable Go-Live Date(s), Contractor shall use commercially reasonable efforts to perform the Base Services to meet or exceed each of the applicable Performance Standards, as set forth in the grid below, subject to the limitations and in accordance with the provisions set out in the Agreement and this Exhibit B.

II. Definitions

- a. "At-Risk Amount" means Twelve (12%) percent of the applicable Monthly Service Charges for that month for the Base Services, excluding any fees for Transition Services, Projects, taxes, or Termination Assistance Services.
- b. "Baselining Period" is defined in the grid and this Exhibit B.
- c. "Performance Standard" means a measurement of Contractor's performance of the Base Services that may result in Liquidated Damages.
- d. "Measurement Period" means the period of which a Performance Standard is measured, calculated, and reported.
- e. "Service Level Credit" or "Liquidated Damage" means any amount that Contractor shall be required to credit to HSD for a Performance Standard Default with respect to a Performance Standard pursuant to the grid below.
- f. "Performance Standard Value" means, with respect to a Performance Standard during a Measurement Period, the value of that Performance Standard for that Measurement Period, as calculated in accordance with this Exhibit B.
- g. "Type I" refers to a Performance Standard for which the Performance Standard has been set as of the applicable Go-Live; Type I.
- h. "Type II" refers to a Performance Standards for which the relevant Performance Standard have not been set as of the applicable Go-Live Date; Type II.

III. Measurement and Calculation

- a. For each full Measurement Period after the applicable Go-Live Date, Contractor shall calculate each of the Performance Standards listed in this Exhibit B that apply to Base Services that Contractor is then providing for the full duration of that Measurement Period. Contractor shall obtain necessary data and calculate its performance as specified in Exhibit B for each Performance Standard.

- b. The grid below sets forth the Performance Standard, Measurement Period, Liquidated Damage, and other relevant information as applicable for each Performance Standard.
- c. The parties shall mutually agree on the measuring tools and the measurement process prior to each Go-Live. Any change in the measurement process or the tools used to measure shall be the subject of an Amendment.
- d. Unless a different Measurement Period is set forth in grid below, each Performance Standard shall be calculated on a full calendar month basis. Partial calendar month results shall not be measured.

IV. Reporting

- a. For each Measurement Period, Contractor shall report to HSD the final achieved performance, including supporting data. Detailed supporting information for the calculation of each Performance Standard Value shall also be made available, to verify Contractor's performance and compliance with each Performance Standard.
- b. Contractor shall not be obligated to include in its reports any processes and regions for which Transition has not been completed.

V. Initial Measurement Period and Baselineing

- a. **Type I.** With respect to each Performance Standard in the grid below, during the period between each Go-Live and three (3) months from the Go-Live, Contractor shall use commercially reasonable efforts to perform the Services at the level specified in the grid below for the applicable Performance Standard. Contractor shall not be liable for Liquidated Damages or other remedies that might otherwise arise from any Performance Standard Defaults that occur during such period of time.
- b. **Type II. Baselineing Methodology.** With respect to each Performance Standard that does not have an agreed-upon Performance Standard in the grid below (a "Type II" Performance Standard, as shown in below), the Baselineing Period shall be three (3) months following the applicable Go-Live (the "Baselineing Period"). Performance Standard Values that do not reflect accurate measurements of the Performance Standards for the applicable Measurement Period shall be excluded from all baselineing calculations. Upon completion of the Baselineing Period, the Performance Standards shall be established based on mutual agreement of the Parties.
- c. **Performance of the Services During Baselineing.** During the applicable Baselineing Period and thereafter until an Performance Standard has been determined for each Type II Performance Standard below, Contractor shall use commercially reasonable efforts to perform the Services at the level such services were performed by HSD immediately prior to Transition, as determined by using operations data, reporting data and such other reliable information as may be available to both parties. Contractor shall not be liable for Liquidated Damages or other remedies arising from any Performance Standard Defaults that occur during the Baselineing Period.

d. Root Cause Analysis.

- i. For each instance where Contractor fails to meet the Performance Standard reported as described in Section IV above, Contractor shall perform an analysis to identify the root cause of such failure (herein "RCA").
- ii. If Contractor concludes that a commercially reasonable Change would substantially reduce the likelihood of subsequent failures to meet the Performance Standard as a result of the same root cause, or if HSD requests that CCSC Contractor do so, CCSC Contractor shall initiate a proposal for such Change pursuant to the Amendment Process.
- iii. In evaluating whether to assess Liquidated Damages HSD shall reasonably consider the quality of the RCA, Contractor's efforts to remediate impacts of the Performance Standard failure and the extent of any actual harm suffered by HSD. In addition, HSD shall consider circumstances that contributed to the failure that may be out of Contractor's control, such as:
 1. Significant volume fluctuations that are unanticipated by either party;
 2. Isolated failures resulting from one-time unexpected events that are remediated before the next reporting period.

VI. Liquidated Damages

- a. Liquidated Damages shall be calculated monthly and shall be accrued, , and deducted from the applicable Service Charges in the following month.
- b. If a single incident triggers the failure of Contractor to meet more than one of the Performance Standards, HSD shall select only one of such Performance Standard Defaults for which HSD shall receive a Liquidated Damage, except for those designated as "CRITICAL" in the Liquidated Damage column.
- c. In no event shall the aggregate amount of Liquidated Damages payable by Contractor with respect to all Performance Standard Defaults in a month exceed the At-Risk Amount, even if Performance Standard Defaults occur for a group of Performance Standards for which the sum of their Liquidated Damages would otherwise have exceeded exceed the monthly At-Risk Amount.
- d. Subject to Section VI e, for each Performance Standard Default, CCSC Contractor shall compute Liquidated Damages in accordance with the applicable formula in the grid and add the amounts together. Subject to Section VI e, for each Performance Standard Default, Contractor shall compute Liquidated Damages in accordance with the applicable formula in the grid and add the amounts together.
- e. Liquidated Damages payable in accordance with this Exhibit B shall be HSD's sole and exclusive remedy for any Performance Standard Default, and the amount of such Liquidated Damages shall be excluded from the calculation of Charges for purposes of determining the limitation of liability cap under the Agreement.
- f. Liquidated Damages payable in accordance with this Exhibit shall be HSD's sole and exclusive remedy for any Performance Standard Default, and the amount of such

Liquidated Damages shall be excluded from the calculation of Charges for purposes of determining the limitation of liability cap under the Agreement.

- g. If any Liquidated Damages remains outstanding upon the expiration or termination of this Agreement, and no Service Charges remain payable, Contractor shall pay HSD such remaining amount after such expiration or termination.

VII. Performance Standard Modifications

a. Performance Standard Modifications

HSD and CCSC Contractor must mutually agree upon any future additions, deletions or modifications to Performance Standards, changes in designation between Liquidated Damage Percentages, and any other modifications to this Exhibit B and its attachments, in each case pursuant to the Amendment Process.

b. Performance Standard Additions

Performance Standard additions commitments associated with such added Performance Standards shall be mutually agreed upon by the Parties pursuant to the Amendment Process, taking into account historical performance levels, as well as any relevant industry standard measures.

#	CATEGORY	PERFORMANCE STANDARD	LIQUIDATED DAMAGE	BL REQD
1	Configuration Management	The CCSC Contractor shall not put into production any changes including configurable items, changes to security and business rules which impact HSD without the prior written approval of HSD via the Change Control and Release Management processes. HSD shall use an emergency approval process to expedite urgent changes necessary to support maximum system availability and security needs.	HSD may assess five thousand dollars (\$5,000) per occurrence for CCSC Contractor's failure to obtain HSD prior written approval for changes.	No Type I
2	Project Management	The CCSC Contractor shall provide the Deliverables, per DED requirements, by the due dates as set forth in the then approved project schedule or as otherwise mutually agreed upon.	HSD may assess one thousand dollars (\$1,000) per business day thereafter until the date that Deliverable is delivered to HSD.	No Type I
3	Service Availability	The CCSC Contractor shall maintain service availability	HSD may assess liquidated damages per month as	Beginning in the

#	CATEGORY	PERFORMANCE STANDARD	LIQUIDATED DAMAGE	BL REQD
		<p>of 99.95% for Scheduled Services. Scheduled Services shall exclude scheduled and unscheduled downtime hours that are approved by HSD.</p> <p>Scheduled Services, availability windows, and service exception handling, shall be mutually agreed during the Service Implementation period for each business-critical service that shall be subject to this Performance Standard.</p>	<p>specified below when the monthly up-time percentage fails to meet the Performance Standard. Performance Standard shall be assessed monthly. For all months of operation prior to the final Go-Live and the first three months after the final Go-Live: Availability drops below 99.95% to 99.5%: one thousand dollars (\$1,000) Availability drops below 99.5% to 99.0%: two thousand five hundred dollars (\$2,500) Availability drops below 99.0% or more: five thousand dollars (\$5,000).</p> <p>CRITICAL</p>	<p>fourth month of operation after the final Go-Live: Availability drops below 99.95% to 99.5%: five thousand dollars (\$5,000) Availability drops below 99.5% to 99.0%: Seven thousand five hundred dollars (\$7,500) Availability drops below 99.0%: ten thousand dollars (\$10,000)</p> <p>Type I</p>
4	System Maintenance	The CCSC Contractor shall analyze and propose a resolution to HSD for all CCSC Module High Severity two (2) incidents within two (2) clock hours from the time the CCSC Contractor is	HSD may assess one thousand dollars (\$1,000) per incident when the resolution is not proposed to HSD per the performance standard.	No Type I

#	CATEGORY	PERFORMANCE STANDARD	LIQUIDATED DAMAGE	BL REQD
		aware of the incident for service affecting components. For the purposes of the SLA herein, High Severity two (2) incidents shall be defined as any incident that hinders or partially blocks the ability for individuals to make inquiries or obtain resolutions via any CCSC contact channel.		
5	System Maintenance	The CCSC Contractor shall analyze and propose a resolution to HSD for all CCSC Module Urgent Severity one (1) incidents within one (1) clock hours from the time the CCSC Contractor is aware of the incident for service affecting components. For the purposes of the SLA herein, Urgent Severity one (1) incidents shall be defined as any incident that completely blocks the ability for individuals to make inquiries or obtain resolutions via any CCSC contact channel.	HSD may assess five thousand dollars (\$5,000) per incident, when the resolution is not proposed to HSD per the performance standard. The assessment of Liquidated Damages for this performance standard shall only apply ninety (90) days after each Go Live in accordance with the mutually agreed upon Project Schedule.	No Type I
6	System Maintenance	The CCSC Contractor shall submit a Corrective Action Plan (CAP) to the HSD within ten (10) business days of notification of an issue. The CAP must meet State approval. Liquidated and actual damages may be assessed for performance measures that fail to occur within CAP specified times or do not meet requirements	HSD may assess liquidated damages of five hundred dollars (\$500.00) per business day for failure to deliver an acceptable CAP after ten (10) business days of notification of the deficiency to the Procuring Agency. For failure to meet the time frame for correcting the deficiency as specified in a CAP or	No Type I

#	CATEGORY	PERFORMANCE STANDARD	LIQUIDATED DAMAGE	BL REQD
		established in the CAP. An "Issue" is defined as anything that causes a significant interruption (as determined by HSD) to CCSC Stakeholder Facing Services.	otherwise approved by the Procuring Agency, the Contractor shall pay the Procuring Agency five hundred dollars (\$500) per business week for delayed resolution of a CAP.	
7	Business	The CCSC Contractor shall deliver the Contracted CCSC Module services on the agreed major release date(s) of approved project schedule.	HSD may assess liquidated damages of fifty thousand dollars (\$50,000) for each missed Go Live.	No Type I
8	Connect	The CCSC Contractor shall ensure that incoming calls that are blocked (busy signal) does not exceed 1.25 percent, to be computed daily and, at a minimum, reported monthly. A "blocked call" means any caller that received a fast-busy tone or message due to insufficient trunk, circuit, or network capacity.	HSD may assess liquidated damages of five thousand dollars (\$5,000) in a Service Month when the average daily blocked call percentage exceeds 1.25 percent. CRITICAL	No Type I
9	Queue	The CCSC Contractor shall ensure that the daily abandonment rate does not exceed five (5) percent, to be computed and reported monthly.	HSD may assess liquidated damages per month as specified below when the average monthly performance fails to meet the performance standard. *Abandonment rates between 5.0% and 9.99% per month: two thousand dollars (\$2,000) *Abandonment rates between 10.0% and 14.99% per month: four thousand dollars (\$4,000) *Abandonment rates 15.0% and above: seven thousand five hundred dollars (\$7,500). CRITICAL	No Type I

#	CATEGORY	PERFORMANCE STANDARD	LIQUIDATED DAMAGE	BL REQD
10	Queue	The CCSC Contractor shall answer eighty percent (80%) of monthly calls within sixty (60) seconds, to be computed and reported monthly.	HSD may assess liquidated damages per month as specified below when the average monthly performance fails to meet the performance standard. *Average Speed to Answer (ASA) percentage between 79.99% and 71.0% within sixty (60) seconds per month; two thousand dollars (\$2,000) *Average Speed to Answer percentage between 70.99% and 65.0% within sixty (60) seconds per month; four thousand dollars (\$4,000) *Average Speed to Answer percentage 64.99% or below within sixty (60) seconds per month and below; seven thousand five hundred dollars (\$7,500)	No Type I
11	Queue	The CCSC Contractor shall implement the appropriate overflow processes within fifteen (15) minutes that an overflow trigger is reached for a contact channel that is in an overflow state. The contact overflow trigger shall be based upon the total number of contacts in queue and/or longest hold duration. These triggers, and how they may differ by channel, shall be agreed upon during design. The purpose of this performance measure is to ensure that the clients have minimal hold durations and that the CCSC Contractor has additional mechanisms to minimize hold durations.	HSD may assess liquidated damages of one thousand dollars (\$1,000) per hour, or part of an hour charged to the Contractor, that the overflow capability has not taken effect after the overflow should have triggered that capability.	Yes – three-month baseline period Type II

#	CATEGORY	PERFORMANCE STANDARD	LIQUIDATED DAMAGE	BL REQD
12	Resolve	<p>The CCSC Contractor's unresolved contacts shall not exceed a duration longer than five (5) business days from the date of original contact, to be computed daily and reported monthly.</p> <p>The definition of an "unresolved contact" is any contact where the client's inquiry has not been answered or the client has not been notified of any delay with an acceptable reason and a new estimated date of completion.</p>	<p>HSD may assess liquidated damages of five thousand dollars (\$5,000) in a Service Month if 96% of all contacts are not resolved within five (5) business days.</p> <p>CRITICAL</p>	<p>Yes – three-month baseline period</p> <p>Type I</p>
13	Resolve	<p>The CCSC Contractor shall handle and resolve 95% of all contacts without transferring to non-CCSC staff for the Contact Types that are agreed to be fully handled by Contractor without State interaction. This shall exclude any Contact Types that are mutually agreed to be handled by the State or other Contractors.</p>	<p>HSD may assess liquidated damages of one thousand dollars (\$1,000) for any month where the CCSC Contractor is non-compliant.</p>	<p>Yes – three-month baseline period</p> <p>Type II</p>
14	Resolve	<p>The CCSC Contractor shall ensure that the CSR checks back on the caller within a timeframe to be agreed during design. To be computed as a monthly average hold time reported monthly.</p>	<p>HSD may assess liquidated damages of two thousand five hundred dollars (\$2,500) in any Service Month where the average hold time exceeds the agreed upon target.</p>	<p>Yes – three-month baseline period</p> <p>Type II</p>
15	Chat and Text queue	<p>The CCSC Contractor shall answer ninety five percent (95%) of monthly chats and texts within a timeframe to be agreed during design, to be computed and reported monthly.</p>	<p>HSD may assess liquidated damages of one thousand dollars (\$1,000) in any Service Month where the 95% target is not met.</p>	<p>Yes – three-month baseline period</p> <p>Type I</p>

#	CATEGORY	PERFORMANCE STANDARD	LIQUIDATED DAMAGE	BL REQD
16	Email	The CCSC Contractor shall work ninety five percent (95%) of monthly emails within one business day, to be computed and reported monthly.	HSD may assess liquidated damages of one thousand dollars (\$1,000) in any Service Month where the 95% target is not met.	Yes – three-month baseline period Type I
17	Voice Message	The CCSC Contractor shall answer and reply to one hundred percent (100%) of monthly voice messages received within one (1) business day, to be computed and reported monthly.	CCSC Contractor shall comply with the 100% target. However, HSD may assess liquidated damages of one thousand dollars (\$1,000) in any Service Month where the actual performance falls below ninety five percent (95%).	Yes – three-month baseline period Type I

Exhibit C
Financial Approach and Payment

This Exhibit C, together with all attachments hereto, comprises Exhibit C to the Agreement and Statement of Work and is deemed incorporated therein. Section references in this Exhibit are deemed to refer to the section of this Exhibit, unless otherwise specified.

Definitions

The capitalized terms used in this *Exhibit C (Financial Approach and Payment)* shall have the meaning given herein. Terms used herein but not otherwise defined herein shall have the meanings, if any, set forth in the Agreement.

“**Additional Resource Charge**” or “**ARC**” means the additional charge to HSD if HSD’s usage of Resource Units in a given month is greater than the Sustained Change for the applicable Resource Unit.

“**ARC/RRC Rate**” for a Resource Unit is equal to defined in the tables set forth below in Section 1.07.

“**Charges**” means the charges between the Parties set forth in this *Exhibit C (Financial Approach and Payment)* as the same may be amended by the Amendment Process.

“**Commencement Date**” for a Services means the first day after Go-Live, where Contractor assumes full responsibility for performing the applicable Service(s), as determined by HSD.

“**Contact Center Volume**” is defined in Section 1.07b of this Exhibit C.

“**Contract Channel Band**” is the band the in which volumes is within and shall determine the price applied for the time period (Dead Band, ARC 1, RCC, etc.) and is referenced in Section 1.01 and shown in Section 1.07.

“**Contract Month**” means the period beginning on the initial Commencement Date through the end of that calendar month (“Contract Month 1”) and each calendar month period thereafter during the Term.

“**Go-Live**” means and is defined in Exhibit A.

“**Minimum Floor**” is the minimum monthly volumes required for that specific Contract Year.

“**Pass-Through Expenses**” means amounts that are pass through to HSD.

“**Reduced Resource Credit**” or “**RRC**” means the reduction in charge to HSD if HSD’s usage in a given month is less than the Sustained Charge for the applicable Resource Unit.

“**Reprice Threshold**” would be met if volumes exceed the ARC 3 Band amount, it is referenced in Section 1.07.

“**Sustained Change**” means a change in the Base Resource Volume that has been in effect for 120 days.

“**Resource Unit**” or “**RU**” means a measurable unit associated with the provision of Service(s) that is used as a measure of volume for determining the calculation of applicable Charges. Resource Unit definitions are set forth in Section 1.07 below.

“**Service Month**” is defined as any month within the Contract Term in which the Contractor is providing Contact Center Services.

Other Terms. Capitalized terms not defined in this *Exhibit C (Financial Approach and Payment)* shall have the meaning given them in the Agreement (including its other Exhibits).

Section 1.01 Fees

Financial Approach

Reimbursement for Services shall be paid on a “fixed price” basis with adjustments for contact channel volume fluctuations (herein “Fixed Fee”). Contractor shall be entitled to the fees earned for correct performance of the Services and/or completion of the Deliverables (“Fees”). Fee Types are defined below. “Services” consist of Development Phase Services and Contact Center Services. Fees shall be paid based on HSD receipt of pre-defined Deliverables and successful monthly performance of the Contact Center Services. Deliverables are specifically defined in Exhibit A (SOW). “Contact Center Services” means the tasks, functions, and responsibilities assigned and delegated to the Contractor as defined in the SOW.

Fee Types

In consideration of Contractor’s successful performance of the Services and supplying of the Deliverables, HSD shall pay Contractor the following Fees:

- | | |
|----|---|
| 1. | Fixed Fees for the Deliverables; |
| 2. | Fixed Fees for the Contact Center Services; |
| 3. | Additional Resource Charges (“ARC”) for Contact Channel Band increases; |
| 4. | Reduced Resource Charges (“RRC”) for Contact Channel Band decreases; |
| 5. | Pass-Through Expenses for the pass-through components. |

Fee Amounts

i. Fixed Fees for the Development Phase Deliverables:

Development Phase Pricing

Development Phase	Development Price
Development Phase 1	\$9,344,000 + \$735,840 est. NM GRT = \$10,079,840
Development Phase 2	\$160,000 + \$12,600 est. NM GRT = \$172,600
	Total \$9,504,000 + \$748,440 est. NM GRT = \$10,752,440

The schedule and amount for each Deliverable is defined in Exhibit A.

ii. Fixed Fees for the Contact Center Services:

The following table summarizes the Fixed Fees for Contact Center Services by Contract Year, which represent compensation for services required to operate the contact center and related technology and deliver the Contact Center Services described in the SOW.

M&O Contract Pricing

M&O Contract Term/Year	Contact Center M&O Price
Year 1	\$6,000,000 + \$472,500 est. NM GRT = \$6,472,500
Year 2	\$9,048,000 + \$712,530 est. NM GRT = \$9,760,530
Year 3	\$8,220,000 + \$647,325 est. NM GRT = \$8,867,325
Year 4	\$7,476,000 + \$588,735 est. NM GRT = \$8,064,735
	Total: \$30,744,000 + \$2,421,090 est. NM GRT = \$33,165,090

The monthly schedule of Fixed Fees for the Contact Center Services are provided in Attachment Chart A-1 below.

iii. Fees for Additional Resource Charges and Credits for Reduced Resource Charges.

In any Contract Month after the initial Go-Live, Contractor shall calculate adjustments to the Fixed Fees for Contact Center Services based upon the volume and mix of interactions that are handled by the Contractor. In the event that volumes vary upward an Additional Resource Charge (ARC) shall be applied, and in the event that volumes vary downward a Reduced Resource Charge (RRC) shall be applied. Section 1.07 provides the adjustment bands and amounts.

Agreement Amount

As of the Effective Date, the total estimated base contract value of the Agreement for the Initial Term is \$43,917,530, but is subject to adjustment based on:

1. Changes in volumes related to the Contact Center Services;
2. Actual costs incurred for Pass-Through Expenses;
3. Changes in scope as defined in Article 14;
4. Any extensions to the Term in accordance with Article 5.

HSD anticipates that funds exceeding such total estimated base contract value shall be expended under the Agreement due to the implementation of State and Federal mandates and other State initiatives that may require additions or changes to the Services.

Section 1.02 Payment of Fees

Payment of each invoice submitted by Contractor under this Agreement shall be made in accordance with Section 1.05 Payment Terms. HSD, at its sole discretion, may choose to process only a portion of an invoice, if only a portion of an invoice can be verified and validated by the information submitted. If HSD decides to process an invoice in this manner, an adjustment shall be made by HSD and only that portion of an invoice that can be verified and validated shall be paid. To be paid for the invoice previously denied or not processed by HSD, the Contractor must submit supplemental invoice(s) along with any and all corrections necessary.

Section 1.03 Required Federal Approval

The Parties acknowledge that a portion of the Services and Deliverables shall be funded, in part, by funds granted by the United States Department of Health and Human Services. Such federal funds comprise a substantial portion of the funds available to HSD to pay for the Services and Deliverables and are provided pursuant to federal and state laws that authorize the State's participation in joint State-Federal public assistance and other human services programs. The Parties further acknowledge that, as a condition of such federal financial participation, HSD must obtain the approval of the United States Department of Health and Human Services for all or a portion of this Agreement. Accordingly, the Parties agree that the mutual obligations of the Parties and each Party's duty to perform under this Agreement are strictly conditioned upon HSD's receipt of such.

Section 1.04 Inflation Adjustments

The Parties acknowledge that the Fees include annual inflationary adjustments at the beginning of each Contract Year. The Fees set forth in the Fee Schedule include this annual inflation adjustment.

Section 1.05 Payment Terms

Any amounts due to Contractor under this Agreement shall be due and payable thirty (30) days after the date of HSD's receipt of Contractor's invoice. All amounts invoiced by and paid to Contractor under this Agreement shall be invoiced and paid in US dollars by electronic transfer to the account or accounts designated by Contractor from time to time or by such other method as is mutually determined by the Parties.

Section 1.06 Payment Amounts for Optional Contract Extension Years

Optional Year Pricing Element	Year 5	Year 6	Year 7	Year 8
Contact Center Price	\$10,021,489 + \$789,192 est. NM GRT = \$10,810,681	\$10,334,926 + \$813,875 est. NM GRT = \$11,148,802	\$10,689,176 + \$841,773 est. NM GRT = \$11,530,949	\$11,056,894 + \$870,730 est. NM GRT = \$11,927,624

Payment Schedules

Figure A-1: Monthly Fixed Fees for Contact Center Services

Contract Year	One	Two	Three	Four
Month 1		\$754,000	\$685,000	\$623,000
Month 2		\$754,000	\$685,000	\$623,000
Month 3		\$754,000	\$685,000	\$623,000
Month 4		\$754,000	\$685,000	\$623,000
Month 5		\$754,000	\$685,000	\$623,000
Month 6		\$754,000	\$685,000	\$623,000
Month 7	\$500,000	\$754,000	\$685,000	\$623,000
Month 8	\$1,100,000	\$754,000	\$685,000	\$623,000
Month 9	\$1,100,000	\$754,000	\$685,000	\$623,000
Month 10	\$1,100,000	\$754,000	\$685,000	\$623,000
Month 11	\$1,100,000	\$754,000	\$685,000	\$623,000
Month 12	\$1,100,000	\$754,000	\$685,000	\$623,000

Estimated NM GRT

Contract Year	One	Two	Three	Four
Month 1		\$59,378	\$53,944	\$49,061
Month 2		\$59,378	\$53,944	\$49,061
Month 3		\$59,378	\$53,944	\$49,061
Month 4		\$59,378	\$53,944	\$49,061
Month 5		\$59,378	\$53,944	\$49,061
Month 6		\$59,378	\$53,944	\$49,061
Month 7	\$39,375	\$59,378	\$53,944	\$49,061
Month 8	\$86,625	\$59,378	\$53,944	\$49,061
Month 9	\$86,625	\$59,378	\$53,944	\$49,061
Month 10	\$86,625	\$59,378	\$53,944	\$49,061
Month 11	\$86,625	\$59,378	\$53,944	\$49,061
Month 12	\$86,625	\$59,378	\$53,944	\$49,061

Monthly Fixed Fees for Contact Center Services + Estimated NM GRT

Contract Year	One	Two	Three	Four
Month 1		\$813,378	\$738,944	\$672,061
Month 2		\$813,378	\$738,944	\$672,061
Month 3		\$813,378	\$738,944	\$672,061
Month 4		\$813,378	\$738,944	\$672,061
Month 5		\$813,378	\$738,944	\$672,061
Month 6		\$813,378	\$738,944	\$672,061
Month 7	\$539,375	\$813,378	\$738,944	\$672,061
Month 8	\$1,186,625	\$813,378	\$738,944	\$672,061
Month 9	\$1,186,625	\$813,378	\$738,944	\$672,061
Month 10	\$1,186,625	\$813,378	\$738,944	\$672,061
Month 11	\$1,186,625	\$813,378	\$738,944	\$672,061
Month 12	\$1,186,625	\$813,378	\$738,944	\$672,061

Section 1.07: Additional Resource Charges / Reduced Resource Charges

The table below provides the ARC and RRC bands and associated adjustments to the Fixed Fee for Contact Center Services.

- a. The monthly Fixed Fee for Contact Center Services shall be subject to volume-based adjustments (ARC/RRC process) described as follows:

The monthly Fixed Fee for Contact Center Services shall be subject to adjustment based on a Sustained Change in the volume of transactions received by the operations unit performing the Services. Any applicable adjustments to Fees shall commence in the month after the occurrence of the Sustained Change and any additional Sustained Changes thereafter shall be subject to this process. If there is a Sustained Change, the monthly payment is adjusted by the specified Additional Resource Charge/Reduced Resource Credit ("ARC/RRC") level and value as described in the ARC/RRC tables below. In such instances, the monthly payment shall be adjusted by the lowest applicable ARC/RRC level. For clarification, a Sustained Change may overlap another Sustained Change. In the event that the Sustained Change occurs in the Reprice Threshold for a given function, the Parties shall jointly perform a repricing exercise for such function to determine the equitable adjustment to the monthly Fixed Fee for Contact Center Services and the baseline volumes. Contractor's monthly billing shall reflect the impact of ARC/RRC price adjustments in the billing for the Service Month being invoiced. The following Figure 1 demonstrates examples of various ARC/RRC adjustment scenarios:

ARC/RRC Scenarios

Exhibit "C" Figure 1

These scenarios are for illustration only and will not determine the actual ARC/RRC decisions.

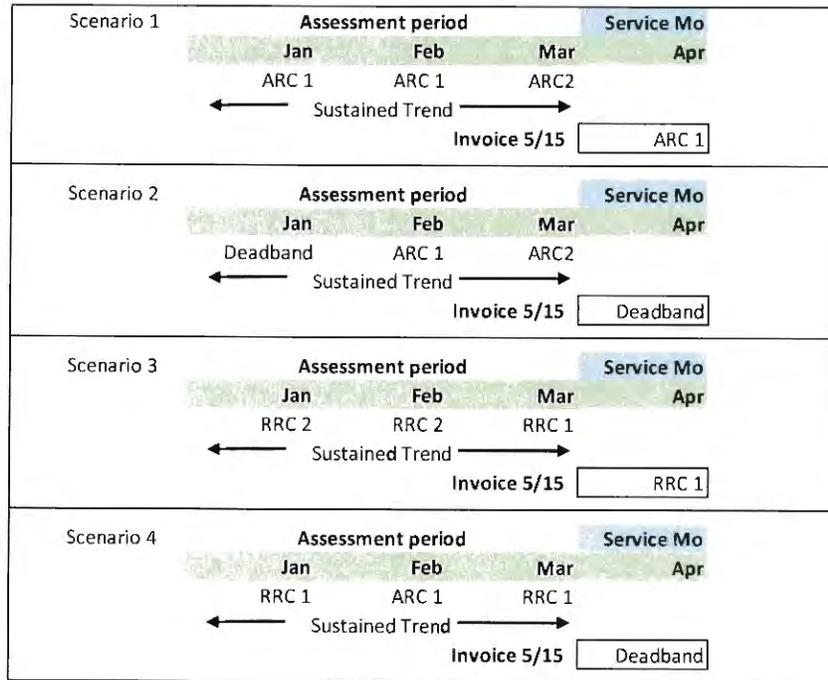


Figure 1: Example ARC/RRC Models

The following section describes how the pricing shall be adjusted to reflect Sustained Changes in volumes across the Contact Center Services.

- b. Contact Center Volumes: Contact Center Volumes shall include all contacts that require human interaction to respond to the client contact, excluding manual resolution of faxes. These consist of manual resolution on the phone, manual resolution in chat, and manual resolution of emails. Contacts that are resolved via automated means, including chatbot, IVR, self-service portal, and virtual agents, shall not be included in the Contact Center Volumes for purposes of determining ARC/RRC’s. The count per month shall be based on the total number of contacts serviced by Contractor during a Service Month. The ARC/RRC adjustment amounts are derived from the following table of volumes:

*	AUTOMATED RESOLUTION-CHATBOT, IVR, ETC.**	MANUAL RESOLUTION - PHONE	MANUAL RESOLUTION – CHAT/SMS	MANUAL RESOLUTION - FAX ***	MANUAL RESOLUTION - EMAIL
Year 1	11,068	394,682	7,004	170,895	2,062
Year 2	188,355	688,089	107,203	333,693	18,956
Year 3	279,186	585,805	158,984	293,908	21,198
Year 4	290,659	585,805	158,984	293,908	21,198

**Contractor pricing assumes weighted average for Average Handle Time (AHT) of 6 minutes per interaction across all manual channels.*

***Includes calls deflected to Portal and State calls which get automated due to self-service channels.*

****ARC/RRC adjustment volumes exclude Manual Resolution – Fax due to the limited work effort associated with handing of Fax interactions. If volumes of this type of interaction fluctuate significantly, the parties with discuss an equitable adjustment for this service.*

The following table provides the monthly ARC/RRC volumes and monthly adjustment amounts that shall be applied to the Fixed Fee for Contact Center Services:

Band	CY 1 Monthly Volumes *	CY 2 Monthly Volumes	CY 3 Monthly Volumes	CY 4 Monthly Volumes
Re-Price	> 90,331	> 81,425	> 76,598	> 76,598
ARC 3	86,568 - 90,331	78,032 - 81,425	73,408 - 76,598	73,408 - 76,598
ARC 2	82,804 - 88,567	74,639 - 78,032	70,216 - 73,407	70,216 - 73,407
ARC 1	79,040 - 82,803	71,247 - 74,639	67,024 - 70,215	67,024 - 70,215
Dead Band	71,513 - 79,039	64,461 - 71,247	60,641 - 67,024	60,641 - 67,024
RRC 1	67,749 - 71,512	61,069 - 64,461	57,449 - 60,641	57,449 - 60,641
Minimum Floor	< 67,749	< 61,069	< 57,449	< 57,449
Band	CY 1 Monthly Adjustment \$ Amt *	CY 2 Monthly Adjustment \$ Amt	CY 3 Monthly Adjustment \$ Amt	CY 4 Monthly Adjustment \$ Amt
Re-Price	TBD	TBD	TBD	TBD
ARC 3	\$105,070	\$107,004	\$103,826	\$108,576
ARC 2	\$75,050	\$76,432	\$71,879	\$75,168
ARC 1	\$45,030	\$45,859	\$39,933	\$41,760
Dead Band	\$0	\$0	\$0	\$0
RRC 1	-\$45,030	-\$45,859	-\$39,933	-\$41,760
Minimum Floor	-\$45,030	-\$45,859	-\$39,933	-\$41,760

**Contract Year 1 (CY1) adjustment amounts shall apply from final go-live (planned to be August, 2020, to the end of CY1.*

***Above ARC/RRC monthly adjustment amounts exclude NM GRT*

- c. AWS Telephony Charges for State Calls: AWS ongoing telephony charges are attributable to the Contractor phone calls taken by the CSRs and the State calls handled by State agents. The volumes for the CCSC Contractor phone calls are included in the table in Section 1.07.b under Contact Center volumes; “Manual Resolution-Phone”.

The table below represents the volumes CCSC Contractor has assumed the State agents shall handle to estimate the total AWS telephony charges. In the event of a material increase or decrease in the actual volumes compared to the estimate, CCSC Contractor and HSD agree to adjust pricing to accommodate the actual volumes.

	2020	2021	2022	2023
State calls	181,000	281,000	262,000	250,000
State minutes	2,714,000	4,220,000	3,927,000	3,755,000

Exhibit D

Data Safeguards for HSD Data

This Exhibit D, together with all attachments hereto, comprises Exhibit D to the Agreement and Statement of Work and is deemed incorporated therein. Section references in this Exhibit are deemed to refer to the sections of this Exhibit, unless otherwise specified.

These data safeguards (“Data Safeguards”) set forth the technical and organizational measures that HSD and Contractor will follow with respect to maintaining the security of HSD Data in connection with the Agreement in place between the Parties

To the extent the HSD Data includes Personal Data, and taking into account the ongoing state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the HSD Personal Data, as well as the likelihood and severity of risk to individuals, the implementation of and compliance with these Data Safeguards and any additional security measures set out in the applicable SOW are designed to provide a level of security appropriate to the risk in respect of the processing of the HSD Personal Data.

I. Controlling Standards

- 1. Contractor Standards.** Contractor will maintain globally applicable policies, standards, and procedures intended to protect data within Contractor’s environments, and, except as otherwise set forth herein, will comply with such policies in connection with the provision of the Services. Such policies will govern and control within Contractor’s environments.

Examples of such policies include:

- System Security
- Security of Information and Acceptable Use of Systems
- Confidentiality
- Data Privacy
- Data Management

HSD and its Affiliates will abide by Contractor’s policies and standards when accessing or operating within the Contractor’s environment, provided that those policies and standards have been provided or made available in writing.

- 2. HSD Standards.** HSD and its Affiliates will maintain globally applicable policies, standards, and procedures intended to protect data within HSD’s and its Affiliates’ environments, and, except as otherwise set forth herein, will comply with such policies in connection with the receipt and use of the Services. Such policies will govern and control within HSD’s and its Affiliates’ environments.

Examples of such policies include:

- System Security
- Security of Information and Acceptable Use of Systems

- Confidentiality
- Data Privacy
- Data Management

Contractor will abide by HSD's and its Affiliates' policies and standards when accessing or operating within HSD's or its Affiliates' environments, provided that those policies and standards have been provided or made available in writing.

II. Technical and Organizational Measures. Without limiting the generality of the foregoing, the Parties have implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines intended to protect HSD Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction, as follows:

1. Organization of Information Security

- a) **Security Ownership.** Each Party will appoint one or more security officers responsible for coordinating and monitoring the security rules and procedures.
- b) **Security Roles and Responsibilities.** Each Party's personnel with access to HSD Data will be subject to confidentiality obligations.
- c) **Risk Management Program.** Each Party will have a risk management program in place to identify, assess and take appropriate actions with respect to risks related to the processing of the HSD Data in connection with the applicable Agreement in place between the Parties.

2. Asset Management

- a) **Asset Inventory.** Each Party will maintain an inventory of all media on which HSD Data is stored. Access to the inventories of such media will be restricted to the Parties' personnel authorized in writing to have such access.
- b) **Data Handling.**

Each Party will classify HSD Data to help identify such data and to allow for access to it to be appropriately restricted (e.g., through encryption).

- i. Each Party will limit printing of HSD Data to what is minimally necessary to perform services and have procedures for disposing of printed materials that contain HSD Data.
- ii. Each Party will require its personnel to obtain appropriate authorization prior to storing HSD Data on portable devices, remotely accessing HSD Data, or processing HSD Data outside the Parties' facilities.

3. Human Resources Security

a) Security Training.

- i. Each Party will inform its personnel about relevant security procedures and their respective roles. Each Party also will inform its personnel of possible consequences of breaching the security rules and procedures.
- ii. Each Party will only use anonymous data in training.

4. Physical and Environmental Security

- a) **Physical Access to Facilities.** Each Party will only allow authorized individuals to access facilities where information systems that process HSD Data are located.
- b) **Physical Access to Components.** Each Party will maintain records of the incoming and outgoing media containing HSD Data, including the kind of media, the authorized sender/recipients, date and time, the number of media, and the types of HSD Data they contain.
- c) **Protection from Disruptions.** Each Party will use a variety of industry standard (e.g., ISO 27001, CIS Sans 20, and/or NIST Cyber-Security Framework, as applicable) systems to protect against loss of data due to power supply failure or line interference.
- d) **Component Disposal.** Each Party will use industry standard (e.g., ISO 27001, CIS Sans 20, and/or NIST Cyber-Security Framework, as applicable) processes to delete HSD Data when it is no longer needed.

5. Communications and Operations Management

- a) **Operational Policy.** Each Party will maintain security documents describing their security measures and the relevant procedures and responsibilities of their personnel who have access to HSD Data.
- b) **Mobile Device Management (MDM).** Each Party will maintain a mobile device policy that:
 - i. Enforces device encryption;
 - ii. Protects and limits use of HSD Data accessed or used on a mobile device; and
 - iii. Prohibits enrollment of mobile devices that have been “jail broken.”
- c) **Environments.** To the extent technically possible, the Parties will work together to limit the ability of Contractor personnel to access non-HSD and non-Contractor environments from the HSD systems.
- d) **Data Recovery Procedures**
 - i. Each Party will have specific data recovery procedures in place designed to enable the recovery of HSD Data being maintained in its systems.
 - ii. Each Party will review its data recovery procedures at least annually.
 - iii. Each Party will log data restoration efforts, including the person responsible, the description of the restored data and where applicable, the person responsible and which data (if any) had to be input manually in the data recovery process.
- e) **Malicious Software.** Each Party will have anti-malware controls to help avoid malicious software gaining unauthorized access to HSD Data, including malicious software originating from public networks.
- f) **Data Beyond Boundaries.**
 - i. Each Party will encrypt HSD Data that is transmitted over public networks.

- ii. Each Party will implement Multi-Factor Authentication for remote access over virtual private network (VPN).
- iii. Each Party will protect HSD Data in media leaving their facilities (e.g., through encryption).

g) Event Logging.

- i. Each Party will log the use of their respective data-processing systems.
- ii. Each Party will log access and use of information systems containing HSD Data, including at a minimum registering the access ID, time, and authorization granted or denied.

6. Access Control

a) Access Policy. Each Party will maintain a record of security privileges of individuals having access to HSD Data.

b) Access Authorization.

- i. Each Party will maintain and update a record of personnel authorized to access HSD Data via that Party's systems.
- ii. When responsible for access provisioning, each Party will promptly provision authentication credentials.
- iii. Each Party will deactivate authentication credentials where such credentials have not been used for a period of time (such period of non-use not to exceed six months).
- iv. Each Party will deactivate authentication credentials upon notification that access is no longer needed (e.g. employee termination, project reassignment, etc.) within two business days.
- v. Each Party will identify those personnel who may grant, alter or cancel authorized access to data and resources.
- vi. Each Party will ensure that where more than one individual has access to systems containing HSD Data, the individuals have unique identifiers/log-ins.

c) Least Privilege.

- i. Technical support personnel will only be permitted to have access to HSD Data when needed.
- ii. Each Party will restrict access to HSD Data to only those individuals who require such access to perform their job function.
- iii. Each Party will limit access to HSD Data to only that data minimally necessary to perform the services.

d) Integrity and Confidentiality. Each Party will instruct its personnel to disable administrative sessions when leaving premises or when computers are otherwise left unattended.

e) Authentication.

- i. Each Party will use industry standard (e.g., ISO 27001, CIS Sans 20, and/or NIST Cyber-Security Framework, as applicable) practices to identify and authenticate users who attempt to access information systems.
 - ii. Where authentication mechanisms are based on passwords, each Party will require that the passwords are renewed regularly.
 - iii. Where authentication mechanisms are based on passwords, each Party will require the password to be at least eight characters long.
 - iv. Each Party will ensure that de-activated or expired identifiers are not granted to other individuals.
 - v. Each Party will monitor repeated attempts to gain access to information systems using an invalid password.
 - vi. Each Party will maintain industry standard (e.g., ISO 27001, CIS Sans 20, and/or NIST Cyber-Security Framework, as applicable) procedures to deactivate passwords that have been corrupted or inadvertently disclosed.
 - vii. Each Party will use industry standard (e.g., ISO 27001, CIS Sans 20, and/or NIST Cyber-Security Framework, as applicable) password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, as well as during storage.
- f) Network Design.** Each Party will have controls to avoid individuals gaining unauthorized access to HSD Data.

7. Patch Management

- a) Each Party will have a patch management procedure that deploys security patches for systems used to process HSD Data that includes:
 - i. Defined time allowed to implement patches (not to exceed 90 days for all patches); and
 - ii. Established process to handle emergency patches in a shorter time frame.
- b) Each Party agrees that no software or hardware that is past its End of Life (EOL) will be used in the scope of services without a mutually agreed risk management process for such items.

8. Workstations

- a) Each Party will implement controls for all workstations it provides that are used in connection with service delivery/receipt incorporating the following:
 - i. Encrypted hard drive
 - ii. Software agent that manages overall compliance of workstation and reports a minimum on a monthly basis to a central server
 - iii. Patching process to ensure workstations are current on all required patches
 - iv. Ability to prevent certain types of software from being installed (e.g. peer-to-peer software)

- v. Antivirus with a minimum weekly scan
- vi. Firewalls installed
- vii. Data Loss Prevention tool (subject to any legal requirements, e.g. Works Council)
- viii. Web filtering

9. Information Security Breach Management

- a) **Security Breach Response Process.** Each Party will maintain a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the process for recovering data.
- b) **Service Monitoring.** Each Party's security personnel will review logs as part of their security breach response process to propose remediation efforts if necessary.

10. Business Continuity Management

- a) Each Party will maintain emergency and contingency plans for the facilities in which the Parties' information systems that process HSD Data are located.
- b) Each Party's redundant storage and procedures for recovering data will be designed to reconstruct HSD Data stored by a Party in its original state from before the time it was lost or destroyed.

Exhibit E
HIPAA Business Associate Agreement

This Exhibit E, together with all attachments hereto, comprises Exhibit E to the Agreement and Statement of Work and is deemed incorporated therein. Section references in this Exhibit are deemed to refer to the sections of this Exhibit, unless otherwise specified.

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

BUSINESS ASSOCIATE, by this PSC 20-630-4000-0007 has agreed to provide services to, or on behalf of the HSD which may involve the disclosure by the Department to the Business Associate (referred to in PSC 20-630-4000-0007 as “Contractor”) of Protected Health Information. This Business Associate Agreement is intended to supplement the obligations of the Department and the Contractor as set forth in PSC 20-630-4000-0007 and is hereby incorporated therein.

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

The Department and Business Associate have agreed or may agree to services (“Services”) to be provided by Business Associate to department pursuant to the **RFP # 19-630-4000-0001 Health and Human Services 2020 Consolidated Customer Service Center** (each such Services agreement (the “Agreement” with respect to the corresponding Services under such applicable Services agreement,)

1. Definition of Terms

- a. **Breach.** “Breach” has the meaning assigned to the term breach under 42 U.S.C. § 17921(1) HITECH Act § 13400 (I)] and 45 CFR § 164.402.
- b. **Business Associate.** “Business Associate”, herein being the same entity as the Contractor in PSC19-630-4000-0001, shall have the same meaning as defined under the HIPAA standards as defined below, including without limitation Contractor acting in the capacity of a Business Associate as defined in 45 CFR § 160.103.

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

Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms

in the HIPAA Standards. All terms used and all statutory and regulatory references shall be as currently in effect or as subsequently amended.

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

- a. **General Rule of PHI Use and Disclosure.** The Business Associate may use or disclose PHI it receives from or on behalf of, the Department to deliver the Services under the Agreement in accordance with the specifications set forth in this BAA and in this PSC 20-630-4000-0007; provided that such use or disclosure would not violate the HIPAA Standards if done by the Department; or as Required By Law.
 - i. Any disclosures made by the Business Associate of PHI must be made in accordance with HIPAA Standards and other applicable laws and shall be made to:
 - a. to its affiliates and its affiliates employees, subcontractors and agents in accordance with this Section;
 - b. as directed by Department;
 - c. as otherwise permitted by the terms of this BAA.
 - ii. Notwithstanding any other provision herein to the contrary, the Business Associate shall limit uses and disclosures of PHI to the "minimum necessary," as set forth in the HIPAA Standards.
- b. Except as otherwise limited by this BAA or PSC 20-630-4000-0007, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out any present or future legal responsibilities of the Business Associate.
- c. Except as otherwise limited by this BAA or PSC 20-630-4000-0007, Business Associate may disclose PHI for the proper management and administration of the Business Associate provided that the disclosures are Required by Law, provided that:
 1. The disclosures are required by law or permitted by the Department;
 2. Business Associate has an agreement with the third party regarding the use and security of the PHI and such agreement is consistent with the terms of this BAA; and
 3. Request, use and/or disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.
- d. Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.502(j).
- e. Business Associate may use PHI to provide Data Aggregation services as provided under the Agreement to the Department as permitted by the HIPAA Standards.
- f. **Safeguards.** With regard to its use of PHI, the Business Associate agrees:
 - I. to implement and use appropriate Security, Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI used by Business Associate, and comply where applicable with subpart C of 45 C.F.R. Part 164, to prevent use or disclosure of PHI other than as required by law or as

provided for by this BAA or PSC 20-630-4000-0007. Business Associate shall identify in writing upon request from the Department all of those Safeguards that it uses to prevent impermissible uses or disclosures of PHI.

- g. Restricted Uses and Disclosures. The Business Associate shall not use or further disclose PHI other than as permitted or required by this BAA, the Agreement or PSC 20-630-4000-0007, the HIPAA Standards, or otherwise as permitted or required by law. The Business Associate shall not disclose PHI in a manner that would violate any restriction which has been communicated to the Business Associate in writing by the Covered Entity.
- i) The Business Associate shall not directly or indirectly receive remuneration in exchange for any of the PHI unless a valid authorization has been provided to the Business Associate that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the PHI of that individual, except as provided for under the exceptions listed in 45 C.F.R. §164.502 (a)(5)(ii)(B)(2).
 - ii) Unless approved by the Department, Business Associate shall not directly or indirectly perform marketing to individuals using PHI.
- h. Agents. The Business Associate shall provide that any agents that create, receive, maintain or transmit PHI on behalf of Business Associate, agree in writing to substantially the same restrictions and conditions that apply to the Business Associate with respect to PHI, in accordance with 45 C.F.R. § 164.502(e)(1)(ii), and shall make that agreement available to the Department upon request. Upon the Business Associate's contracting with an agent for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement.
- i. Availability of Information to Individuals and the Department. Business Associate shall provide, at the Department's request, within normal business hours and in a reasonable time and manner, access to PHI in a Designated Record Set (including an electronic version if required) to the Department or, as directed by the Department, to an Individual in order to meet the requirements under 45 CFR § 164.524. Within ten (10) business days, Business Associate shall forward to the Department for handling any request for access to PHI that Business Associate receives directly from an Individual. If requested by the Department, the Business Associate shall make such information available in electronic format as required by the HIPAA Standards to a requestor of such information and shall confirm to the Department in writing that the request has been fulfilled.
- j. Amendment of PHI. In accordance with 45 CFR § 164.526, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Department directs or agrees to, at the request of the Department or an Individual, to fulfill the Department's obligations to amend PHI pursuant to the HIPAA Standards. Within ten (10) business days, Business Associate shall forward to the Department for handling any request for amendment to PHI that Business Associate receives directly from an Individual.
- k. Internal Practices. Business Associate agrees to make internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI, available to the Department or to the Secretary within ten (10) days of receiving a request

from the Department or receiving notice of a request from the Secretary, for purposes of the Secretary's determining the Department's compliance with the Privacy Rule.

- l. PHI Disclosures Recordkeeping. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Department to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the HIPAA Standards and 45 CFR § 164.528. Business Associate shall provide such information to the Department or as directed by the Department to an Individual, to permit the Department to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by the Department. Within ten (10) business days, Business Associate shall forward to the Department for handling any accounting request that Business Associate directly receives from an individual.
 - m. PHI Disclosures Accounting. Business Associate agrees to provide to the Department or an Individual, within ten (10) business days of receipt of a request, information collected in accordance with Section 2 (h) of this Agreement, to permit the Department to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
 - n. Security Rule Provisions. As required by 42 U.S.C. § 17931 (a) [HITECH Act Section 13401(a)], the following sections as they are made applicable to business associates under the HIPAA Standards, shall also apply to the Business Associate: 1) Administrative Safeguards; 2) Physical Safeguards; 3) Technical Safeguards; 4) Policies and Procedures and Documentation Requirements; and 5) Security Standards. Additionally, the Business Associate shall either implement or properly document the reasons for non-implementation of all safeguards in the above cited sections that are designated as "addressable" as such are made applicable to Business Associates pursuant to the HIPAA Standards.
 - o. Civil and Criminal Penalties. Business Associate agrees that it will comply with the HIPAA Standards as applicable to Business Associates and acknowledges that it may be subject to civil and criminal penalties for its failure to do so.
 - p. Performance of Covered Entity's Obligations. To the extent the Business Associate is to carry out the Department's obligations under the HIPAA Standards, Business Associate shall comply with the requirements of the HIPAA Standards that apply to the Department in the performance of such obligations.
 - q. Subcontractors. The Business Associate shall provide that any subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate, agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to PHI, with 45 C.F.R. § 164.502(e)(1)(ii), and shall make such information available to the Department upon request. Upon the Business Associate's contracting with an agent for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement. Upon the Business Associate's contracting with a subcontractor for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement.
- 3. Business Associate Obligations for Notification, Risk Assessment, and Mitigation**

During the term of this BAA or PSC 20-630-4000-0007, the Business Associate shall be required to perform the following pursuant to the Breach Notification Rule regarding Breach Notification, Risk Assessment and Mitigation:

Notification

- a. Business Associate agrees to report to the Department Contract Manager or HIPAA Privacy and Security Officer any use or disclosure of PHI not provided for by this BAA or PSC 20-630-4000-0007, and HIPAA Standards, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware; provided that notice is hereby deemed given for attempted but Unsuccessful Security Incidents and no further notice of such Unsuccessful Security Incidents and no further notice of an Unsuccessful Security Incident will be given. "Unsuccessful Security Incidents" include but are not limited to firewall pings and other broadcast attacks, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the foregoing that do not result in unauthorized access, acquisition, Use or Disclosure of PHI as soon as it (or any employee or agent) becomes aware of the Breach, promptly after it (or any employee or agent) becomes aware of the Breach, except when a government official determines that a notification would impede a criminal investigation or cause damage to national security.
- b. Business Associate shall provide the Department with the names of the individuals whose unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR §164.404(c), and, if requested by the Department, provide information necessary for the Department to investigate promptly the impermissible use or disclosure. Business Associate shall continue to provide to the Department information concerning the Breach as it becomes available to it and shall also provide such assistance and further information as is reasonably requested by the Department.

Risk Assessment

- c. When Business Associate determines whether an impermissible acquisition, use or disclosure of PHI by an employee or agent poses a low probability of the PHI being compromised, it shall document its assessment of risk in accordance with 45 C.F.R. § 164.402 (in definition of "Breach", ¶ 2) based on at least the following factors: (i) the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification; (ii) the unauthorized person who used the protected health information or to whom the disclosure was made; (iii) whether the protected health information was actually acquired or viewed; and (iv) the extent to which the risk to the protected health information has been mitigated. Such assessment shall include: 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons documenting the determination of risk of the PHI being compromised. When requested by the Department, Business Associate shall make its risk assessments available to the Department.
- d. If the Department determines that an impermissible acquisition, access, use or disclosure of PHI, for which one of Business Associate's employees or agents was responsible, constitutes a Breach, and if requested by the Department, Business Associate shall

provide notice to the individuals whose PHI was the subject of the Breach. When requested to provide notice, Business Associate shall consult with the Department about the timeliness, content and method of notice, and shall receive the Department's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate. The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to the Department.

Mitigation

- e. In addition to the above duties in this section, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI, by Business Associate in violation of the requirements of this Agreement or the HIPAA Standards. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by the Department, Business Associate shall make its mitigation and corrective action plans available to the Department.
- f. The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of the Breach, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate and the Department are doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR §164.404(c).

Notification to Clients

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

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

- a. The Department shall notify Business Associate of any limitation(s) or any individual's consent, authorization, and other permissions that may be necessary or required by applicable laws, in the Department's Notice of Privacy Practices, implemented in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. The Department shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. The Department shall notify Business Associate of any restriction in the use or disclosure of PHI that the Department has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

- d. The Department shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Department.

1. Term and Termination

- a. Term. This BAA terminates concurrently with Agreement, except that obligations of Business Associate under this BAA related to final disposition of PHI in this Section 5 shall survive until resolved as set forth immediately below.
- b. Disposition of PHI upon Termination. Upon termination of this Agreement and BAA for any reason, Business Associate shall return or destroy all PHI in its possession and shall retain no copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to the Department notification of the conditions that make return or destruction of PHI not feasible. Upon mutual agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate shall agree, and require that its agents, affiliates, subsidiaries and subcontractors agree, to the extension of all protections, limitations and restrictions required of Business Associate hereunder, for so long as the Business Associate maintains the PHI.

To the extent that Business Associate delivers Services under the Agreement not governed by the BAA, if the parties terminate this BAA and the related Services pursuant to section 5 hereof, the remaining Services delivered under the Agreement shall continue to be delivered pursuant to the terms of the Agreement.

- c. If Business Associate breaches any material term of this BAA, the Department may either:
 - i. provides written notice of the breach and provide an opportunity for Business Associate to cure the Breach and the Department may terminate this Agreement and BAA without liability or penalty in accordance with Article 4, Termination, of PSC 20-630-4000-0007, if Business Associate does not cure the breach within the time specified by the Department; or,
 - ii. immediately terminate this PSC 20-630-4000-0007 without liability or penalty if the Department determines that cure is not reasonably possible; or,
 - iii. The Department has the right to seek to cure any breach by Business Associate and this right, regardless of whether the Department cures such breach, does not lessen any right or remedy available to the Department at law, in equity, or under this BAA or PSC 20-630-4000-0007, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.
- d. Termination by Business Associate. Breach by Department of its obligations in this BAA or Department's prevention of Business Associate from complying with its obligations under HIPAA will be considered a material breach by Department of this BAA. If

Business Associate determines that Department is in material breach of this BAA, Business Associate shall:

- i. Provide Department with written notice of the existence of the alleged breach; and
- ii. Afford Department to cure the alleged breach or end the breach in accordance with the cure period specified in the Agreement, or thirty (30) calendar days if the Agreement provides no such cure period or the applicable cure period is not clear in the Agreement. Failure to cure in the manner set forth in this Section shall be grounds for the immediate termination of this BAA upon written notice.

6. Penalties and Training.

Business Associate understands and acknowledges that violations of this BAA or PSC 20-630-4000-0007 may result in notification by the Department to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by the Department, Business Associate shall participate in training regarding use, confidentiality, and security of PHI.

7. Miscellaneous

- a. Interpretation. Any ambiguity in this BAA, or any inconsistency between the provisions of this BAA or PSC 20-630-4000-0007, shall be resolved to permit the Department to comply with the HIPAA Standards.
- b. Business Associate's Compliance with HIPAA. The Department makes no warranty or representation that compliance by Business Associate with this BAA or the HIPAA Standards will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure.
- c. Change in Law. In the event there are subsequent changes or clarifications of statutes, regulations or rules relating to this BAA or PSC 20-630-4000-0007, the Department shall notify Business Associate of any actions it reasonably deems necessary to comply with such changes, and Business Associate shall promptly take such actions. In the event there is a change in federal or state laws, rules or regulations, or in the interpretation of any such laws, rules, regulations or general instructions, which may render any of the material terms of this BAA unlawful or unenforceable, or which materially affects any financial arrangement contained in this BAA, the parties shall attempt amendment of this BAA to accommodate such changes or interpretations. If the parties are unable to agree, or if amendment is not possible, the parties may terminate the BAA and PSC 20-630-4000-0007 pursuant to its termination provisions.
- d. Impact of Department's failure to perform.
 - i. If the Department (or its contractor or agent) does not perform its obligations under this BAA, Business Associate shall be excused for its failure to perform its

- responsibilities under the Agreement and this BAA to the extent that such responsibilities are dependent upon Department's performance.
- ii. If Department fails to perform responsibilities, the failure adversely impacts Business Associate's performance under this BAA and the Agreement, and Department is not aware of the failure, then the Business Associate shall give Department prompt written notice of the failure by Department to its responsibilities to Business Associate. In such circumstance, Business Associate shall use commercially reasonable efforts to continue to perform its responsibilities under the BAA or the Agreement despite Department's failure to perform, and Business Associate shall use commercially reasonable efforts to mitigate the adverse consequences of Department's failure to perform such Department's responsibilities. Notwithstanding that Business Associate is impeded from the provision of Services as a result of the Department's failure to perform as set out in this BAA, Business Associate shall be entitled (i) to continue to invoice (and Department must pay) the charges and fees agreed upon in the Agreement; and (ii) to receive an equitable adjustment in the performance schedule and increased compensation to reflect any additional effort, staffing, cost, and expense incurred by Business Associate. Department shall pay Business Associate's time and materials rates for any additional resources or level of effort expended by Business Associate unless and until the Parties otherwise agree to corresponding increased compensation in a change order to the Agreement.
- e. Entire Agreement This BAA is subject to the terms of the Agreement including any limitations of liability set out thereto and together with the Agreement, constitute the entire Agreement of the Parties and supersedes all prior or contemporaneous written or oral memoranda, arrangements, contracts, or understandings between the Parties hereto relating to the subject matter of this BAA.
- f. No Third-Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Department, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- g. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or workforce members assisting Business Associate in the fulfillment of its obligations under this BAA and PSC 20-630-4000-0007 available to the Department, at no cost to the Department, to testify as witnesses or otherwise in the event that litigation or an administrative proceeding is commenced against the Department or its employees based upon claimed violation of the HIPAA standards or other laws relating to security and privacy, where such claimed violation is alleged to arise from Business Associate's performance under this BAA or

PSC 20-630-4000-0007, except where Business Associate or its agents, affiliates, subsidiaries, subcontractors or employees are named adverse parties.

- h. Additional Obligations. Department and Business Associate agree that to the extent not incorporated or referenced in any Business Associate Agreement between them, other requirements applicable to either or both that are required by the HIPAA Standards, those requirements are incorporated herein by reference.

Exhibit F
To
State of New Mexico Information Technology Professional Services Agreement

(Intentionally Left Blank)

Exhibit G
CCSC Contractor Key Personnel

Role	Resource
Leadership Advisory Team	Jamie Wills
	Lisa Blumling
Project Director	Gaurav Diwan
Call Center Director and Project Manager	Dennis Green
Technology Director	Michael Berke
Call Center Design Director	Peter van Aller
Workforce Manager	Kolene Perschler
Innovation Lead	Tracy Goguen