

**NEW MEXICO MEDICAL INSURANCE POOL
PROVIDER NETWORK SERVICES AGREEMENT**

THIS AGREEMENT is made by and between the New Mexico Medical Insurance Pool (hereinafter referred to as the “Pool”) and <CONTRACTOR NAME> (“<CONTRACTOR ACRONYM>”).

WHEREAS, the State of New Mexico (hereinafter referred to as the “State”) has by law established the New Mexico Medical Insurance Pool to provide health insurance to eligible New Mexico residents applying to the Pool for insurance coverage (hereinafter referred to either as “Pool Policy” or “Policy”); and

WHEREAS, the Pool is established in accordance with the New Mexico Medical Insurance Pool Act, N.M.S.A. § 59A-54-1 et seq. (hereinafter referred to as the “Act”); and

WHEREAS, the Act requires the Pool to exercise its power and authority through a Board of Directors (hereinafter referred to as the “Board”) and authorizes the Board to select a vendor to provide administrative services; and

WHEREAS, the Act provides that the Board of the Pool shall select vendors to provide administrative services through a competitive bidding process; and

WHEREAS, the Board has determined that the selection of <CONTRACTOR NAME> as a vendor of the Pool is in compliance with law and in the best interest of the Pool and its insureds; and

WHEREAS, the <CONTRACTOR NAME> desires to provide such Pool administration services upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, as well as other good and valuable consideration moving from each party to the other, it is hereby agreed to by and between the parties as follows:

**ARTICLE 1
GENERAL PROVISIONS**

1.1 **Term.** The term of this Agreement shall commence at 12:01 a.m. on January 1, 2025, and expire at 12:00 midnight on December 31, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement can be extended for one additional year period at the end of three years, as allowed under the New Mexico Procurement Code, if the parties so desire.

1.2 **Notices.** Any notice required or permitted to be given by either party under this Agreement shall be sufficient if in writing sent by postage prepaid certified mail, as follows:

If to <CONTRACTOR NAME>:

<TITLE>
<ADDRESS>
<CITY, STATE, ZIP>

If to NMMIP:

Superintendent of Insurance, Alice Kane

Chairman, New Mexico Medical Insurance Pool
PO Box 1689
Santa Fe, NM 87504-1689

1.3 **Independent Contractor.** In the performance of its functions and responsibilities hereunder, the Administrator shall be an independent contractor and may claim all benefits and exert all privileges provided by New Mexico law.

1.4 **Definitions.** The following terms shall have the meaning as given whenever they are used in this Agreement. The definitions of Section 59A-54-3, as amended, of the Act not set out below are incorporated herein by reference.

- A. “<CONTRACTOR NAME>” has the meaning set forth in the preamble to this Agreement.
- B. “Board” means the Board of Directors of the Pool.
- C. “Executive” means the Executive Director engaged by the Board.
- D. “Insurer” means an insurance company authorized to transact health insurance business in New Mexico, a nonprofit health care plan, a health maintenance organization and self-insurers not subject to federal preemption. “Insurer” does not include an insurance company that is licensed under the Prepaid Dental Plan law [59A-1-1 NMSA 1978] or a company that is solely engaged in the sale of dental insurance and is licensed not under that act, but under another provision of the Insurance Code [59A-1-1 NMSA 1978].
- E. “Member” means any insurer who by law or policy of the Board is subject to the Pool assessments and other provisions of the Medical Insurance Pool Act.
- F. “Policyholder” means a person who has applied for a Pool policy, met the Pool eligibility requirements, paid the premium and otherwise satisfied Pool requirements, and who has been issued coverage by the Pool.
- G. “Pool” means the Medical Insurance Pool as established by the New Mexico State Legislature in the Laws of 1987, Chapter 154 and codified in Section 59A-54-1 through Section 59A-54-21 NMSA 1978.
- H. “Superintendent” means the Superintendent of Insurance.

ARTICLE 2 PROVIDER NETWORK SERVICES

2.1 **Services.** The services provided by <CONTRACTOR NAME> will be those services identified in the 2023 Network Services Request for Proposal and more fully described in Exhibit B hereto and incorporated by reference (the “Services”).

2.2 **Compliance with Law.** <CONTRACTOR NAME> will perform its obligations under this Agreement in accordance with applicable law, including any applicable insurance laws, any applicable laws of the United States, and applicable New Mexico law.

2.3 **Licenses and Certifications.** <CONTRACTOR NAME> represents that it has the necessary licenses or certifications to perform services under this Agreement.

2.4 **Authority.** <CONTRACTOR NAME> represents that it has the full corporate authority to enter into this Agreement and to perform its obligations hereunder. The signatories hereto have the full right, power, and authority to execute this Agreement.

2.5 **Performance Standards.** <CONTRACTOR NAME> will provide its services under this Agreement in accordance with the Performance Standards set out in identified in the 2023 Network Services Request for Proposal Appendix G and as more fully described in Exhibit C to this Agreement. In addition, <CONTRACTOR NAME> shall adhere to all specifications and representations contained in its response to the Board's request for proposal related to this Agreement. However, in the event of any conflict between the response to the request for proposal and the Performance Standards that are set forth in Exhibit C to this Agreement, the Performance Standards shall apply.

ARTICLE 3 DUTIES OF POOL

3.1 **Fees.** Throughout the term of this Agreement, the Pool will pay <CONTRACTOR NAME> fees (the "Administrative Fees") for the Services as indicated on Exhibit B, which is incorporated herein by reference. The Pool will pay all Administrative Fees within 30 days after receipt of <CONTRACTOR NAME>'s invoice.

3.2 **Expenses.** Outside attorney fees, actuarial fees, and auditor's fees and other direct out-of-pocket expenses associated with providing services hereunder will be borne by the Pool. Such expenses may include, but are not limited to any expenses identified on Exhibit B.

3.3 **Modification of Pool Benefits.** Pursuant to the Act, the Pool can modify coverage or plan features from time to time. In the event that the Pool wishes to add, modify or terminate any of the benefits or features offered to individuals insured by the Pool as described in the Pool's insurance policy forms during the Term, it will consult with <CONTRACTOR NAME> regarding the practicality and feasibility of such modification or amendment at least 45 days prior to its proposed effective date.

3.4 **Other Services.** If the Pool requests that <CONTRACTOR NAME> provide a service that is outside the scope of this Agreement, <CONTRACTOR NAME> may request that the Pool sign a "Statement of Work" describing such service or course of action and the Pool's direction with respect to such service or course of action. Upon receipt of the Statement of Work <CONTRACTOR NAME> will promptly provide the Pool with a description of the nature of such reasonable expenses it expects to incur through implementation of the Statement of Work and the pool NMMIP agrees to indemnify and hold harmless <CONTRACTOR NAME> with respect to any service provided pursuant to a Statement of Work, in accordance with the indemnification provisions of this Agreement. Payment will be due within 30 days after receipt of <CONTRACTOR NAME>'s invoice or other accounting of the services provided.

3.5 **Cooperation With <CONTRACTOR NAME>.** The Pool will cooperate with <CONTRACTOR NAME> and provide such information as is reasonably necessary for <CONTRACTOR NAME> to perform the Services.

ARTICLE 4 PRIVACY AND SECURITY

4.1 **Privacy and Security.** The parties acknowledge that the services provided by <CONTRACTOR NAME> under this Agreement for the Pool may involve the use and disclosure of protected health information or "PHI" under regulations promulgated under the federal Health Insurance Portability and Accountability Act ("HIPAA"). The parties agree to enter into a Business

Associate Agreement in the form attached hereto as Exhibit A to address the handling of PHI by <CONTRACTOR NAME> in connection with the performance of services under this Agreement.

- A. <CONTRACTOR NAME> shall promptly report to the Pool, in writing, any security incident, actual breach of security, intrusion or use or disclosure of sensitive data in violation of any applicable federal or state law, or not permitted by this Agreement, by its subcontractors or agents of which it becomes (or through the existence of reasonable diligence should become) aware.
- B. <CONTRACTOR NAME> shall report any use or disclosure that could constitute a security incident, actual breach of security, intrusion or use or disclosure of sensitive data within 10 days of the date the incident is found and reported. <CONTRACTOR NAME> shall have up to 10 additional days to complete its own internal breach investigation and provide a full report to the Pool.
 - i. <CONTRACTOR NAME> will provide sufficient information to permit the Pool (or its designee) to investigate and comply with its obligations under this Agreement, including but not limited to identification of each Individual whose sensitive data has been or is reasonably believed by Administrator to have been accessed, acquired, used or disclosed during the breach, a description of the breach, date of the breach, date of discovery of the breach, the types of protected health information involved in the breach, the investigation procedure and results, and a plan for mitigation.
 - ii. <CONTRACTOR NAME> shall work cooperatively with the Pool to mitigate any harmful effect of any use or disclosure not provided for by this Agreement, and the Pool may, at its election, assign notification duties to the <CONTRACTOR NAME>. <CONTRACTOR NAME> agrees to pay all costs for mitigation and notification made by the Pool for breaches caused by <CONTRACTOR NAME>.
- C. <CONTRACTOR NAME>'s failure to provide notice within the notice period provided above shall constitute a material breach of this Agreement upon which the Pool may choose to immediately terminate this Agreement without consequence. Notwithstanding said breach, and without waiving its right to terminate this Agreement for breach, the Pool may impose a monetary penalty on <CONTRACTOR NAME> in an amount up to One Thousand dollars (\$1,000) per day for every day that <CONTRACTOR NAME> failed to provide notice to the Pool beyond the notice period provided above.
- D. If <CONTRACTOR NAME> fails to fully cooperate with the Pool in mitigation of any breach, as determined by the Pool in its sole discretion, Pool may impose a monetary penalty on <CONTRACTOR NAME> in an amount up to One Thousand dollars (\$1,000) per day for every day that <CONTRACTOR NAME> continues to fail in its obligations to cooperate with the Pool.

- E. If, <CONTRACTOR NAME>'s failure to cooperate with the Pool continues for a period of thirty (30) days after the imposition of monetary penalties, <CONTRACTOR NAME>'s failure to cooperate shall constitute a material breach of this Agreement upon which the Pool may choose to immediately terminate this Agreement without consequence.
- F. <CONTRACTOR NAME> shall provide to the Pool a comprehensive report of all data security plans and safeguards implemented by <CONTRACTOR NAME>.

ARTICLE 5

TERMINATION AND TRANSITION

5.1 **Termination for Cause.** Either party may terminate this Agreement upon 60 days' written notice of a material breach by the other party of its obligations hereunder, provided such breach is not cured within such 60-day period.

5.2 **Termination Without Cause.** Either party may terminate this Agreement, without cause, upon the provision of ninety (90) days prior written notice to the other party and will be effective the last day of the month following the ninety (90) days' notification.

5.3 **Termination for Legal Requirements.** If either party reasonably concludes that a provision of this Agreement violates any law or creates an unreasonable risk of such violation, the parties will attempt to negotiate in good faith to amend the problematic provisions so this Agreement can continue. If the parties are unable to renegotiate the relevant portions of this Agreement within 90 days, this Agreement will terminate immediately upon written notice of either party.

5.4 **Transition Provisions.** Upon termination of this Agreement, the parties will cooperate to effect a smooth and timely transition of services to another vendor.

- A. **Post-Termination Services.** Upon termination of this Agreement, <CONTRACTOR NAME> will provide runout services for up to twelve months. In such event, <CONTRACTOR NAME> will be paid the claims runout fee according to Exhibit B.
- B. **Reports.** To assist in the transition to another vendor, <CONTRACTOR NAME> will provide transition reports reasonably requested by the Pool.
- C. **Liability for Claims and Expenses.** The Pool will be liable to <CONTRACTOR NAME> for all claims and expenses paid by the <CONTRACTOR NAME> within the terms of this Agreement during the continuation of this Agreement, and within a reasonable time following the discontinuance of this Agreement.

ARTICLE 6

CONFIDENTIAL INFORMATION

6.1 **Confidential Information Defined.** For purposes of this Agreement, "Confidential Information" means any proprietary or financial information disclosed by the disclosing party (the "Disclosing Party") to the other party (the "Recipient"). Confidential Information will not include information that: (i) is already in the Recipient's possession, if such information is not known by the Recipient to be subject to another confidentiality agreement; (ii) becomes generally available to the public other than as a result of a disclosure by the Recipient or its representative; or (iii) becomes available to the Recipient on a nonconfidential basis from a source other than the Disclosing Party.

6.2 **Restrictions on Use of Confidential Information.** The parties agree that Confidential Information will be used solely in connection with the purposes of this Agreement including as necessary or required for coordination and work with other Pool vendors and will be kept confidential by the Recipient and its representatives. Each party agrees that the Recipient of the Confidential Information will be responsible for any breach of this Agreement by its representatives and the Disclosing party will be entitled to enforce this Agreement against such representatives.

6.3 **Subpoenas or Other Legal Process.** If the Recipient or its representatives receive a request to disclose any Confidential Information, it agrees immediately to notify the Disclosing Party of the existence, terms, and circumstances surrounding such request, so that the Disclosing Party may seek an appropriate injunction or protective order or waive the Recipient's compliance with the provisions of this section. If the Disclosing Party fails to timely obtain an injunction or protective order, the Recipient may disclose the requested information.

ARTICLE 7 INDEMNIFICATION

7.1 **Indemnification by <CONTRACTOR NAME>.** <CONTRACTOR NAME> shall indemnify and hold harmless the Pool and its directors, officers, and employees for that portion of any direct loss or third party loss, including, without limitation, any liability, damage, expense, settlement, cost or obligation (including reasonable attorneys' fees but excluding payment of plan benefits), caused solely and directly by <CONTRACTOR NAME>'s gross negligence, willful misconduct, criminal conduct, breach of this Agreement, fraud, or infringement of any U.S. patent, copyright, trademark, or other intellectual property right of a third party, related to or arising out of the services provided under this Agreement.

7.2 **Indemnification by Pool.** Except as provided in 7.1 above, the Pool will indemnify and hold harmless the <CONTRACTOR NAME>, its affiliates, and their respective directors, officers, and employees for that portion of any third party loss, liability, damage, expense, settlement, cost or obligation (including reasonable attorney's fees): (i) which was caused solely and directly by the Pool's gross negligence, willful misconduct, criminal conduct, breach of this Agreement, or fraud related to or arising out of this Agreement; (ii) resulting from or arising out of claims, demands, or lawsuits brought against <CONTRACTOR NAME> in connection with the services provided under this Agreement.

7.3 **Defense of Claims.** The party seeking indemnification under this Agreement may assume responsibility for the direction of its own defense at any time, including the right to settle or compromise any claim against it without the consent of the indemnifying party, provided that in doing so it shall be deemed to have waived its right to indemnification, except in cases where the indemnifying party has declined to defend against the claim.

7.4 **Reliance on Instructions.** The indemnification obligations under 7.1 above shall not apply to that portion of any loss, liability, damage, expense, settlement, cost, or obligation caused by (i) any act undertaken by <CONTRACTOR NAME> at the direction of the Pool, or (ii) any failure, refusal, or omission to act, directed by the Pool (other than services described in this Agreement). The indemnification obligations under 7.2 above shall not apply to that portion of any loss, liability, damage, expense, settlement, cost or obligation caused by any act undertaken by the Pool at the direction of <CONTRACTOR NAME> or by any failure, refusal, or omission to act directed by <CONTRACTOR NAME>.

ARTICLE 8 OTHER PROVISIONS

8.1 **Audit of <CONTRACTOR NAME>.** During the term of this Agreement, the Pool has the right to audit the services provided by <CONTRACTOR NAME>. The Pool shall provide

<CONTRACTOR NAME> at least 90 days' advance written notice of the requested audit. The parties will endeavor to mutually agreed upon by <CONTRACTOR NAME> and NMMIP. If either party believes in good faith that it has a conflict of interest with the auditor selected by the other, the objecting party will have the right to require use of another auditor to conduct the audit. The audit will take place during normal business hours at a time mutually agreed upon by <CONTRACTOR NAME> and the Pool. However, no audit will take place in the months of June, November, December, or January. <CONTRACTOR NAME> will provide the necessary facilities and access to all systems and records involving the Pool to facilitate these audits, including making complete documentation available in the format most readily available as requested by the Pool or its auditors and shall fully cooperate with the Pool's auditors. The results will be reported and discussed with the <CONTRACTOR NAME> and the Pool and appropriate steps taken to implement the auditing findings.

8.2 Subcontracts. Upon approval of the Pool, <CONTRACTOR NAME> may subcontract with other persons or entities to perform one or more of its obligations pursuant to this Agreement. If <CONTRACTOR NAME> subcontracts with a person or entity to perform duties or obligations specifically undertaken by <CONTRACTOR NAME> pursuant to this Agreement, <CONTRACTOR NAME> will (i) remain responsible for the proper performance of such duties or obligations in accordance with the terms of this Agreement, and (ii) ensure that, to the extent that protected health information is disclosed to the subcontractor, the subcontractor agrees to be bound by, and comply with, the same restrictions imposed upon <CONTRACTOR NAME> pursuant to its Business Associate Agreement.

8.3 Insurance. <CONTRACTOR NAME> shall provide, at <CONTRACTOR NAME>'s sole cost and expense, throughout the entire term of this Agreement, a policy of professional liability insurance with a licensed insurance Contractor admitted to do business in the State of New Mexico in a minimum amount of One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the annual aggregate, to cover any loss, liability or damage alleged to have been committed by <CONTRACTOR NAME>, or <CONTRACTOR NAME>'s agents, servants, or employees. The provisions of this Section 8.3 shall survive the expiration or earlier termination of this Agreement.

8.4 Remedies. Neither party shall be liable to the other for any consequential, incidental or punitive damages whatsoever.

8.5 Reliance on Communications. <CONTRACTOR NAME> and the Pool shall be entitled to rely upon any communication believed by them to be genuine and to have been signed or presented by the proper party or parties.

8.6 Governing Law. This contract shall be governed by and administered in accordance with the laws of the State of New Mexico.

8.7 Ownership of Data and Transfer of Records; Record Retention.

A. The <CONTRACTOR NAME> agrees that all books, records, files, documentation, ledgers, forms, template letters, workflow, and other data and information generated and maintained by the <CONTRACTOR NAME> in performance of the duties required in this Agreement shall remain the property of the Pool. All such records and documentation must be made available to the Pool upon termination of the contract by either party. <CONTRACTOR NAME> shall comply with the direction and instructions given by the Pool concerning the transfer of all materials and files at

such time as may be required by the Pool. <CONTRACTOR NAME> may retain a copy of any materials and files upon approval by the Pool, which approval will not be unreasonably withheld.

- B.** All files, data, records, books and information (“Records”) accumulated by <CONTRACTOR NAME> must be kept for six years. Except as may be required in connection with any pending or threatened litigation or as may otherwise be provided by <CONTRACTOR NAME>’s record-retention policies in effect from time to time, <CONTRACTOR NAME> may destroy any Records after a period of seven years. Records may be created or maintained by <CONTRACTOR NAME> in any form, including, without limitation, in electronic form, so long as any records created or maintained in electronic form are capable of being rendered in a legible written form within a reasonable period of time.

All paper Records received by <CONTRACTOR NAME> in connection with this Agreement will be scanned and saved as an electronic image or otherwise converted to an electronic format. No Records will be retained in paper. <CONTRACTOR NAME> and the Pool will work in good faith to agree upon an appropriate retention and destruction schedule for Records maintained in electronic format and any other digital information created, received, or maintained in connection with this Agreement.

8.8 Fidelity Bond. <CONTRACTOR NAME> shall maintain a fidelity bond in the amount of \$1,000,000 insuring against criminal conduct and fraud by <CONTRACTOR NAME> and any of its employees and evidence of such bond shall be furnished to the Pool.

8.9 Force Majeure. <CONTRACTOR NAME> shall not be liable for any failure to meet any of the obligations or provide any of the services or benefits specified or required under this Agreement where such failure to perform is due to any contingency beyond the reasonable control of <CONTRACTOR NAME> or its employees, officers, or directors. Such contingencies include, but are not limited to: acts or omissions of any person or entity not employed or reasonably controlled by <CONTRACTOR NAME> or its employees, officers, or directors; acts of God; terrorism, pandemic, fires; wars; accidents; labor disputes or shortages; governmental laws, ordinances, rules, regulations, or the opinions rendered by any court, whether valid or invalid.

8.10 Entire Agreement. This Agreement (including exhibits and attachments) constitutes the complete and exclusive agreement between the parties and supersedes any and all prior or contemporaneous oral or written communications not expressly included herein. <CONTRACTOR NAME>’s Response to the Request for Proposal is hereby incorporated into this Agreement and is part of this Agreement; provided, however, where terms and conditions of such Request for Proposal differ from those of this Agreement, the terms and conditions of this Agreement shall control.

8.11 Exhibits. The following Exhibits are attached to this Agreement and hereby incorporated by reference:

Exhibit A – Business Associate Agreement

Exhibit B – Administrative Services

Exhibit C – Performance Standards Agreement

8.12 **Amendment.** No modification or amendment of this Agreement or Exhibits shall be valid unless memorialized in writing and signed by a duly authorized representative of <CONTRACTOR NAME> and a duly authorized representative of the Pool.

8.13 **Notice of Legal Actions.** Each party will use its best efforts to notify the other party within three business days, and will notify the other in writing within ten business days, of all matters that come to its attention involving potential or commenced legal actions related to this Agreement.

8.14 **No Third Party Beneficiaries.** Nothing contained herein will be construed to confer any benefit on persons who are not parties to this Agreement.

8.15 **No Waiver of Breach.** Failure of any party to insist upon compliance with any term or provision of this Agreement at any time or under any set of circumstances will not operate to waive or modify that provision or render it unenforceable at any other time, whether the circumstances are or are not the same.

8.16 **Counterparts.** This Agreement may be executed in one (1) or more counterparts, all of which together shall constitute only one (1) Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the dates below written.

<CONTRACTOR NAME>

By: _____

Date:

Name: _____

Title: _____

“<CONTRACTOR NAME>”

New Mexico Medical Insurance Pool

By: _____

Date:

Name: _____

Title: _____

“NMMIP”

Exhibit A

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA BUSINESS ASSOCIATE AGREEMENT (the “Agreement”) is entered into this [redacted] day of [redacted], 20[redacted], by and between <Contractor Name>(the “Business Associate”) and New Mexico Medical Insurance Pool (“NMMIP”) on behalf of itself and its group health plan(s) (the “Plan(s))”.

The Business Associate has been retained by NMMIP to perform certain administrative services on behalf of the Plan, as set forth in the related services agreement between the Parties (the “Services Agreement”). In connection with the Business Associate’s provision of services, information may be disclosed to the Business Associate that is “Protected Health Information” under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”). NMMIP, Plan and Business Associate intend to protect the privacy and provide for the security of Protected Health Information disclosed to or received by Business Associate in compliance with HIPAA. The parties agree to enter into this Agreement to govern the use and/or disclosure of PHI by the Business Associate.

1. GENERAL PROVISIONS

- 1.1 **Effect.** The provisions of this Agreement take effect on the date set forth above. The terms and provisions of this Agreement are incorporated in and supersede any conflicting or inconsistent terms and provisions of any other agreement to which Business Associate, the Plan, and NMMIP are parties.
- 1.2 **Amendment.** The parties agree to amend this Agreement to the extent necessary to allow the parties to comply with the Privacy Rules (45 C.F.R. Parts 160 and 164), the Standards for Electronic Transactions (45 C.F.R. Parts 160 and 162), the Security Rules (45 C.F.R. Parts 160 and 164), and the Breach Notification Rules (45 C.F.R. Parts 160 and 164) (collectively, the "Standards") promulgated or to be promulgated by the Secretary and other applicable laws, regulations or statutes. The parties will fully comply with all applicable Standards and will amend this Agreement to incorporate any material required by the Standards.
- 1.3 **Definitions.** Capitalized terms used and not defined in this Agreement have the respective meanings assigned to such terms in Part V of this Agreement. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, and Breach Notification Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Electronic Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 **Use and Disclosure of Protected Health Information.** Business Associate may use and disclose Protected Health Information (“PHI”) only as necessary to perform the services for the Plan as set forth in the Services Agreement and only as otherwise permitted by this Agreement, or as Required by Law, and cannot otherwise use or disclose any PHI. Business Associate cannot use or disclose, and must ensure that its directors, officers, employees, subcontractors, and agents do not use or disclose, PHI in any manner that would constitute a violation of the HIPAA Rules if done by the

Plan, except that Business Associate may use and disclose PHI (i) for its proper management and administration, or (ii) to carry out the legal responsibilities of Business Associate if Business Associate has received prior to the disclosure written assurances from any third party to which PHI is disclosed that: (i) the information will be held confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the third party, and (ii) the third party agrees to notify Business Associate within five days when it obtains knowledge of any breaches of the confidentiality of the PHI.

2.2 Disclosure of PHI to NMMIP.

NMMIP acknowledges and agrees that the Privacy Rules allow Plan to permit Business Associate to disclose or provide access to PHI to only those employees of NMMIP or designated contractors that are described by name or position by the Plan in writing as the persons given access to PHI solely to carry out the plan administration functions on behalf of the Plan. NMMIP warrants and represents that any requests that it makes for PHI or any disclosures of PHI that it requests will be for no more than the minimum amount necessary for the intended purpose.

2.3 Safeguards Against Misuse of Information. Business Associate agrees that it will implement appropriate technical, physical and administrative safeguards that satisfy the Privacy Rules, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, as necessary to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement or as Required by Law. Business Associate shall indemnify and hold harmless the Plan and NMMIP (and its employees, agents and officers) for any liability the Plan and/or NMMIP (or its employees, directors or agents) may incur to the extent such liability is attributable to a use or disclosure of PHI by Business Associate (or its agents or subcontractors) other than as specifically contemplated by this Agreement. This provision will survive the termination or expiration of this Agreement.

2.4 Reporting of Violations.

- (a)** Business Associate must promptly report to the Plan and NMMIP, in writing, any Security Incident, actual breach of security, intrusion or use or disclosure of the PHI in violation of any applicable federal or state law, or not permitted by this Agreement, by its subcontractors or agents of which it becomes (or through the existence of reasonable diligence should become) aware.
 - i. Business Associate must report any use or disclosure that could constitute a Breach within 10 days of the date the Breach is found and reported. The Business Associate shall have up to 10 additional days to complete its own internal Breach investigation and provide a full report to the Plan or NMMIP.
 - ii. Business Associate will provide sufficient information to permit the Plan or NMMIP (or its designee) to investigate and comply with its obligations under the Breach Notification Rules, including but not limited to identification of each Individual whose unsecured PHI has been or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the breach, a description of the breach, date of the breach, date of discovery of the breach, the types of protected health

information involved in the breach, the investigation procedure and results, and a plan for mitigation.

- iii. Business Associate shall work cooperatively with the Plan and NMMIP to mitigate any harmful effect of any use or disclosure not provided for by this Agreement, and the Plan or NMMIP may, at its election, assign notification duties to the Business Associate. Business Associate agrees to pay all costs for mitigation and notification made by the Plan or NMMIP for breaches caused by Business Associate to fulfill its obligations under 45 C.F.R. 164.402-414.

2.5 Disclosures to and Agreements by Third Parties.

- (a) Business Associate must ensure that each agent and subcontractor to whom it provides PHI on behalf of the Plan, or who creates or receives PHI on behalf of the Plan agree to substantially the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this Agreement.
- (b) Upon the Plan or NMMIP's written request, Business Associate will provide PHI to other business associates who assist in administering the Plan and are authorized by the Plan to receive such information for the purpose of facilitating plan administration to the extent that NMMIP provides acceptable warranty and representation that each such third party has entered into a business associate agreement with NMMIP and Plan in accordance with 45 C.F.R. 164.502 and 504, as amended from time to time.

2.6 Access to Information. When an Individual requests access to PHI contained in a Designated Record Set created or received by Business Associate or its subcontractors, and such request is made directly to the Plan or NMMIP, the Plan or NMMIP (or its designee) shall forward such request to Business Associate. Business Associate shall make such PHI available to the Plan or NMMIP, or at the Plan or NMMIP's request, the Individual, as soon as reasonably possible but no later than ten (10) business days of receiving the request from Plan. If the request for access is made directly to the Business Associate, the Business Associate shall provide the Individual access to such PHI in accordance with 45 C.F.R. 164.524, as amended from time to time.

2.7 Availability of PHI for Amendment.

- (a) When an Individual requests amendment of PHI contained in a Designated Record Set created or received by Business Associate or its subcontractors, and the request is made directly to the Plan, NMMIP will forward the request to Business Associate. Business Associate must promptly respond to the Plan or NMMIP with regard to such requests within ten (10) business days of receipt of such request. If Business Associate or its subcontractors or agents receive a request from an Individual for amendment of PHI contained in a Designated Record Set created or received by Business Associate or its subcontractors, the Business Associate must provide notice of such request to the Plan or NMMIP within ten (10) business days of the receipt of such request from the Individual.
- (b) Amendments by the Plan. Whenever the Plan or NMMIP notifies Business Associate that the Plan has agreed to make an amendment pursuant to an Individual's request, Business Associate

must incorporate any such amendments to PHI in its possession in accordance with Section 164.526, as amended from time to time, within ten (10) business days.

- 2.8 Accounting of Disclosures; Request made to Business Associate.** Business Associate will maintain an accounting of all uses and disclosures as required by 45 C.F.R. 164.528, as amended from time to time. If an Individual directs a request for accounting to Business Associate, Business Associate will provide the accounting directly to the Individual within the time required in 45 CFR § 164.528, as amended from time to time. The Business Associate will respond to requests for accounting from the Plan or NMMIP within ten (10) business days of receiving such request in writing from the Plan or NMMIP.
- 2.9 Other Requests.** Business Associate agrees to accommodate any privacy restrictions requested by Individuals and agreed to by the Plan, including, but not limited to, restrictions on the use or disclosure of PHI as provided for in 45 C.F.R. § 164.522, as amended from time to time. Business Associate also agrees to only use or disclose PHI in accordance with any changes to, or revocation of, permission by an Individual.
- 2.10 Processes and Procedures.** In carrying out its duties set forth herein, Business Associate may establish procedures and processes for requests from Individuals as permitted by the Privacy Rules, including the requirement that requests be made in writing and the creation of a form for use by Individuals in making such requests.
- 2.11 Availability of Books and Records.** Business Associate hereby agrees to make its internal practices, books and records relating to the use and disclosure of PHI available to the Plan or NMMIP and the Secretary for purposes of determining the Plan's and NMMIP's compliance with the Privacy Rules. In the event that such a request is made by the Secretary, Business Associate will promptly notify the Plan or NMMIP of any such request and cooperate with the Plan or NMMIP in responding to the Secretary.
- 2.12 Standards for Electronic Transactions.** In the event that Business Associate transmits or receives any Covered Electronic Transactions on behalf of the Plan it shall comply with all applicable provisions of the Standards for Electronic Transactions Rule and shall ensure that any agents that assist Business Associate in conducting Covered Electronic Transactions on behalf of the Plan agree in writing to comply with the Standards for Electronic Transactions Rule.
- 2.13 Security of Electronic PHI.** Business Associate agrees to implement administrative, physical and technical safeguards, including written policies and procedures that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI. In addition, Business Associate agrees to comply with the Security Rule requirements set forth in 45 C.F.R. 164.308, 310, 312 and 316 (as amended from time to time) and any other Security Rule requirement imposed by 42 U.S.C. 17931 of the HITECH Act, as amended from time to time, as of the applicable compliance date of such requirements.
- 2.14 Sale of PHI.** Business Associate may not use or disclose PHI from the Plan or NMMIP in exchange for remuneration, including uses or disclosures constituting marketing” under 45 C.F.R. 164.501, or constituting a “sale of protected health information” under 502(a)(5)(ii), without written approval of the Plan or NMMIP.
- 2.15 De-Identification of PHI.** Business Associate may de-identify PHI obtained from the Plan or NMMIP. Such de-identified data will be the exclusive property of Business Associate

and will remain the property of Business Associate upon the termination or expiration of the Services Agreement, and Business Associate may use and disclose such de-identified PHI for any lawful purposes.

- 2.16 Carrying Out Responsibilities of NMMIP.** To the extent Business Associate is to carry out one or more of the Plan or NMMIP's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to NMMIP in the performance of such obligation(s).

3. TERMINATION OF AGREEMENT WITH BUSINESS ASSOCIATE

- 3.1 Termination upon Breach of Provisions Applicable to PHI.** This Agreement may be terminated by the parties upon thirty (30) days prior written notice in the event that the other Party materially breaches any obligation of this Agreement and fails to cure the breach within such thirty (30) day period. If the non-breaching party determines that cure is not feasible, the non-breaching party may terminate this agreement with written notice to breaching party.

- 3.2 Termination for other Purposes.** This Agreement shall terminate as of the date that the Services Agreement is terminated.

- 3.3 Use of PHI upon Termination.** Upon termination of this Agreement, for any reason, Business Associate must return or destroy all PHI to the Plan or NMMIP in accordance with the written instructions of NMMIP. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate must not retain copies of the PHI unless Business Associate reasonably determines that returning or destroying the PHI is not feasible. If Business Associate determines that returning or destroying PHI is not feasible, Business Associate will provide to NMMIP written notification of the conditions that make return or destruction infeasible. Business Associate will also continue to extend the protections of this Agreement to such PHI and limit further uses and disclosures of PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. This provision will survive the termination or expiration of this Agreement.

4. NO THIRD PARTY BENEFICIARIES

Business Associate and the Plan or NMMIP do not intend to confer, nor does anything express or implied in this Agreement confer, upon any person other than Business Associate, NMMIP and their respective successors or assigns, any rights, remedies or obligations or liabilities whatsoever.

5. DEFINITIONS

- 5.1** “**Covered Electronic Transactions**” has the meaning given to the term “transaction” under 45 CFR 160.103.
- 5.2** “**Designated Record Set**” has the same meaning given to such term under 45 C.F.R. § 164.501.
- 5.3** “**Breach**” has the meaning given to the term “breach” under 45 CFR 164.402, as amended from time to time.
- 5.4** “**Breach Rules**” means the regulations issued by HHS concerning notice of Privacy Breaches set forth in 45 C.F.R. Part 164, Subpart D, as may be amended thereafter from time to time.

- 5.5 **“HIPAA Rules”** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.
- 5.6 **“Individual”** has the same meaning given such term under 45 C.F.R. § 160.103, as amended from time to time, and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g), as amended from time to time.
- 5.7 **“Individually Identifiable Health Information”** has the same meaning given such term under 45 C.F.R. § 160.103, as amended from time to time.
- 5.8 **“Privacy Rules”** mean the standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. part 160 and part 164, subparts A and E, as amended from time to time.
- 5.9 **“Protected Health Information”** or **“PHI”** will have the same meaning as the term “Protected Health Information” in 45 CFR §160.103, as amended from time to time.
- 5.10 **“PHI”** has the same meaning given such term under 45 C.F.R. § 160.103, as amended from time to time.
- 5.11 **“Required by Law”** has the same meaning given such term under 45 C.F.R. § 164.103, as amended from time to time.
- 5.12 **“Secretary”** means the Secretary of the United States Department of Health and Human Services.
- 5.13 **“Security Incident”** shall have the same meaning as the term “security incident” in 45 C.F.R. 164.304, as amended from time to time.
- 5.14 **“Security Rule”** shall mean the Security Standard Requirements at 45 CFR part 160 and part 164, subparts A and C, as amended from time to time.
- 5.15 **“Unsecured Protected Health Information”** or **“Unsecured PHI”** shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in HIPAA Breach Rules and in ARRA, 42 U.S.C. § 17932(h), as amended from time to time.

6. **MISCELLANEOUS PROVISIONS**

- 6.1 **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2 **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

7. **CONTACT PERSON**

- 7.1 The Plan and NMMIP designates the following individual as the contact person:

_____.

7.2 Business Associate designates the following individual as the contact person:
(name/title/email and phone):
Brandon Farthing
Senior Vice President of Operations
bfarthing@benefitmanagementllc.com
620-793-1125

IN WITNESS WHEREOF, the parties execute this Agreement by their duly authorized representatives as of the date set forth above.

<CONTRACTOR NAME>
(BUSINESS ASSOCIATE)

NEW MEXICO MEDICAL INSURANCE POOL
(NMMIP)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit B
Administrative Services

1. Covered Plans. The plans or benefit arrangements covered by the services described on this exhibit are as follows, each of which is referred to in this exhibit as a “Plan”:
 - (a) Network Administration
2. Scope of Services. <CONTRACTOR NAME> will provide NMMIP with the following administrative services with respect to each Plan covered by this exhibit:
 - 2.1 Claims Repricing. <CONTRACTOR NAME> will receive claims for repricing. In so doing, <CONTRACTOR NAME> will develop, design, and implement procedures and systems for repricing claims. <CONTRACTOR NAME> will also provide NMMIP, or its subcontractors, the necessary information to expeditiously review such claims and requests to determine what amount, if any, is due, payable, or allowable in accordance with the terms and conditions of the Plan.
 - 2.2 Contracts. <CONTRACTOR NAME> will contract with physicians, hospitals and other licensed, certified or registered health care providers who agree to provide necessary and appropriate medical and hospital services on behalf of NMMIP members. Perform network development in rural or other inadequately covered areas as determined by NMMIP.
 - 2.3 Access to Provider/Service Networks. <CONTRACTOR NAME> will maintain access to adequate and accessible provider and service network(s) covering the entire state of New Mexico as well as access to nationally recognized facilities and out-of-state providers in states bordering New Mexico. Any fee billed for such access, including fees for the repricing of claims, will be the responsibility of NMMIP. In the event <CONTRACTOR NAME> works with cost containment vendors to provide NMMIP additional savings on submitted claims, <CONTRACTOR NAME> will submit a bill to NMMIP detailing the fees assessed by the network provider(s) and any cost containment vendors.
 - 2.4 Comply with State of New Mexico Regulations. < CONTRACTOR NAME > will comply with State of New Mexico regulations related to network adequacy, including, but not limited to, NMSA 1978 § 59A-47-59.
 - 2.5 Participating Providers. <CONTRACTOR NAME> will provide network participation data files to NMMIP and/or their TPA for timely and accurate claims processing and provider payment and an ongoing Add/Term/Change files notify NMMIP within thirty (30) days of any changes to the network of Providers. <CONTRACTOR NAME> Notify the Pool as soon as reasonably practicable prior to any significant network changes and identify affected enrollees.
 - 2.6 Provider Directories. <CONTRACTOR NAME> will maintain and update provider directories at least every 90 days and ensure accuracy of provider demographic data and network status within the directories.
 - 2.7 Evaluation of Claims. <CONTRACTOR NAME> will receive, acknowledge, examine, verify, and reprice each claim through any appropriate investigation that <CONTRACTOR NAME> deems necessary, including, but not limited to, verification of eligibility, prior authorization requirements, and reviewing claims where charges appear higher than the amount allowed by the Plan document.

<CONTRACTOR NAME> will use reasonable efforts to detect any fraud, but will not be responsible for any fraudulent activity beyond its control.

- 2.8 Claims Appeals. <CONTRACTOR NAME> or its authorized subcontractor shall undertake the review of disputes pertaining to provider contract disputes, billing compliance edits, dialysis program claims, and/or hospital bill review audits. All requisite information shall be furnished to NMMIP and/or their designated subcontractor. NMMIP shall bear the responsibility to make any necessary adjustments, respond, and/or communicate the plan's determinations regarding appeals to both the member and provider. <CONTRACTOR NAME> hereby disclaims any responsibility or financial liability with regard to any claim that may give rise to one of the aforementioned claim disputes as delineated above.
- 2.9 Periodic Audits. <CONTRACTOR NAME> will perform periodic audits of claims repriced under the Plan.
- 2.10 Maintenance of Records. <CONTRACTOR NAME> will establish, maintain, and update records relating to covered individuals' eligibility, all of which will be based on the information provided by NMMIP or its agents or Designees.
- 2.11 Inquiry Responses. <CONTRACTOR NAME> will timely respond to provider or NMMIP inquiries regarding repricing, cost containment, and provider network status. All other inquiries will be the responsibility of NMMIP.
- 2.12 Monthly and Quarterly Reports. <CONTRACTOR NAME> will prepare and provide monthly reports for repricing utilization to include: (i) all fees retained resulting from savings in network administration and cost containment; (ii) savings occurring through custom arrangements, dialysis pricing, bill review; and (iii) savings from single case agreements if negotiated by contractor. <CONTRACTOR NAME> will prepare and provide geo access reports annually to the Board, or as requested by the Board or Executive Directors Office
- 2.13 Provision of Information Necessary to Complete Required Disclosures. <CONTRACTOR NAME> will provide timely response to NMMIP, upon request, with such information as NMMIP may need in order to comply with reporting and disclosure requirements under applicable law.
- 2.14 Preservation of Confidentiality of PHI. <CONTRACTOR NAME> will preserve the confidentiality of all protected health information accumulated in connection with its administration of the Plan, in accordance with and as provided for in <CONTRACTOR NAME>'s Business Associate Agreement with NMMIP.
- 2.15 NMMIP Responsibility. NMMIP understands and acknowledges that it must carefully review each Plan's plan document and SPD carefully to ensure that they reflect the intended design and operation of the Plan and meet all applicable legal requirements. <CONTRACTOR NAME> is not a sponsor of the Plan and is not responsible for the decision to sponsor the Plan or decisions as to the terms and conditions of the Plan. NMMIP agrees to hold <CONTRACTOR NAME> harmless for any direct or indirect liabilities, costs, fees, or expenses related to any error in drafting any plan document, SPD, or any related documents to the extent that such error has not been committed recklessly or intentionally with bad faith. <CONTRACTOR NAME> shall not incur any liability for carrying out actions in accordance with the directions of NMMIP.
- 2.16 Effect of Plan Amendment. NMMIP acknowledges that a modification or amendment to the Plan may result in a revision to NMMIP's contract terms, exclusions or premiums. Any revision to the

contract terms, including premium, that may be deemed necessary as a result of modification or amendment to the Plan will be promptly communicated to the third party after <CONTRACTOR NAME>'s receipt of notice of said modification or amendment.

3. Modification of Duties. Modification of the duties or scope of services described in this exhibit will be by mutual agreement of NMMIP and <CONTRACTOR NAME>. Any such modification (and the revised charge, if any, applicable thereto) will be evidenced by a letter agreement or Statement of Work between the parties which, upon execution, will become a part of this exhibit and the Agreement.
4. Administrative Fees.
 - 4.1 General. The administrative fees that are set forth in this exhibit are calculated by reference to the number of Participants in each tier coverage under the Plan during each particular month.
 - (a) Advance Billing. <CONTRACTOR NAME> generally advance-bills for its services, meaning NMMIP generally will receive a bill for administrative charges during the month prior to the month for which the administrative charges are to apply.
 - (b) Participant. For purposes of calculating administrative fees, a “Participant” means an individual (i) who is either insured by NMMIP or; (ii) falls within a class of individuals eligible for coverage under the Plan by virtue of the terms of the Plan who has become enrolled and covered under the Plan pursuant to the Plan’s eligibility provisions; and (iii) whose participation in the Plan has not been terminated pursuant to the coverage termination provisions in the Plan.
 - 4.2 Provider Network Access and Repricing. Network access and repricing will be provided by the <CONTRACTOR NAME> at the fee(s) stated below. The fee(s) will be billed by <CONTRACTOR NAME>. These fees are subject to change, as dictated by the provider network contracts.
 - (a) <CONTRACTOR NAME> Custom NMMIP Network Solution for a fee of <PMPM Rate> in 2024, <PMPM Rate> in 2025, and <PMPM Rate> in 2026. <Detail all applicable fees>.
 - 4.3 Late Fees. Any charges for administrative fees and expenses not received by <CONTRACTOR NAME> by the due date shall be subject to a late payment charge as provided in the Agreement. For purposes of calculating late payment charges, payments received will be applied first to the longest outstanding amount due.
5. Reporting. <CONTRACTOR NAME> will make a reasonable attempt to supply NMMIP with reasonable report requests for administrative purposes at no additional charge.
 - 5.1 Retroactive Terminations. NMMIP will remain responsible for all administrative charges and claims incurred or charged by covered individuals through the date of <CONTRACTOR NAME>'s receipt of NMMIP's notice that the individual's coverage has been terminated. <CONTRACTOR NAME> will allow up to 60 days credit of Administrative Fees and <CONTRACTOR NAME> will not correct claims accounts retroactively.
 - 5.2 Revision of Fee Structure. Notwithstanding the general provisions of the Agreement related to amendment or termination of the Agreement, <CONTRACTOR NAME> reserves the right to revise, change, or modify any fee structure as set forth in this exhibit at any of the following times:

- (a) On the first anniversary of this Agreement.
- (b) Upon any modification or amendment of Plan benefits, third party service providers, or administrative duties.
- (c) Upon any change in law or regulation which materially impacts <CONTRACTOR NAME>'s liabilities or responsibilities under this Agreement.

If NMMIP pays such revised fees or fails to object to such revision in writing within 15 days from the date of the monthly invoice, the Agreement will be deemed modified to reflect the fees as communicated by <CONTRACTOR NAME>.

6. Capitalized Terms. Capitalized terms not specifically defined in this exhibit will have the meanings set forth in the Agreement.

* * *

Initials of NMMIP Representative: _____ Date: _____

Initials of <CONTRACTOR NAME> Representative: _____ Date: _____

Exhibit C
Performance Standards Agreement

Satisfaction of the performance standards set out in Appendix G of the 2024 Network Services Request for Proposal **and those setout below** shall be reported by <CONTRACTOR NAME> to the Pool in a monthly report delivered on the 15th of each month detailing <CONTRACTOR NAME>'s performance for the prior month. <CONTRACTOR NAME> shall also provide a quarterly and yearly report of its overall performance for the prior period to be delivered on the first day of each quarter and the first day of each calendar year.

In addition to the performance standards set out in Appendix G of the 2024 Network Services Request for Proposal, Administrator shall:

1. Provide access to an adequate and accessible provider network covering the entire state of New Mexico which includes agreements with hospitals, physicians, and ancillary service providers;
2. Allow and assist the Pool to do direct contracting outside of the network if it is advantageous to the Pool to do so;
3. Provide, or arrange for, out-of-area network coverage;
4. Ensure that network quality monitoring is performed;
5. Perform network development in rural or other inadequately covered areas as determined by the Pool and provide geo access reports annually to the Board, or as requested by the Board or Executive Directors Office ;
6. Notify the Pool as soon as reasonably practicable prior to any significant network changes and identify affected enrollees *or* immediately upon receipt of notice of any major network changes;
7. Provide evidence of network adequacy subsequent to any significant network changes;
8. Provide the demographic data of contracted providers to NMMIP and/or their Third-Party Administrator (TPA) as requested as part of the necessary process for contract and program development.
9. Provide network participation data files to NMMIP and/or their TPA for timely and accurate claims processing and provider payment, allowing for the identification of the participation of providers.
 - a. Frequency:
 - i. One time load of all providers, and
 - ii. Ongoing Add/Term/Change files – as agreed upon by the parties
 - b. Required elements within file:
 - i. Provide provider demographic data (including tax ID, NPIs, Provider Location(s), status, provider type, etc.
10. Provide a network that allows access to nationally recognized centers of excellence, including, but not limited to, Mayo Clinic, M.D. Anderson, and Sloan-Kettering;

11. Comply with State of New Mexico regulations related to network adequacy, including NMSA 1978 § 59A-47-59.
12. Update provider directories at least every 90 days;
13. Maintain contracts with out-of-state providers in states bordering New Mexico so members living near a state border can see a contracted provider in a nearby state;
14. If medically necessary non-emergency services are not reasonably available from a participating provider, the member's PCP or other participating provider must request and obtain prior authorization for the member to receive those services from a nonparticipating provider;
15. Demonstrate network savings to Pool in quarterly/annual reporting;
16. Renegotiate custom agreements as directed by the Pool to realize greatest possible savings;
17. Provide detailed report of all fees retained by Administrator resulting from savings in Network Administration and cost containment including savings occurring through, but not limited to, Zelis custom arrangements, Dialysis repricing, bill review, SCA;
18. Provide reporting on transplant and SCA utilization;
19. Collaborate with other vendors to integrate administrative services in data sharing, reporting and response to inquiries;
20. Provide timely response to Executive Office regarding inquiries and ad-hoc reports, data extracts;
21. Adhere to turn around times for repricing by category as follows:
 - a) Repricing from - avg 3 days.
 - b) Claim edits — 24-48 hours
 - c) Dialysis repricing – 3-4 days
 - d) QPA repricing – 24-48 hours
 - e) Hospital Bill Review: In cases where claims amount to \$100,000.00, or more, Administrator shall provide notice to the Pool and TPA of payment status or denial within 4 business days of claim submission.

* * *

Initials of NMMIP Representative: By: _____ Date: _____

Title: _____

Initials of <CONTRACTOR NAME> Representative: By: ____

Date: _____

Title: _____