

New Mexico Department of Health, Public Health Division
Health Systems Bureau

Legal Notice of Request for Proposals

The New Mexico Department of Health (DOH), Public Health Division (PHD), Health Systems Bureau is issuing a Request for Proposals (RFP) for a New Mexico Dental School Feasibility Study. These statewide services must be provided in accordance with applicable federal, state, and local laws.

The proposed contracts shall become effective upon approval of the Department of Finance and Administration and shall continue for a one-year period at the discretion of the DOH contingent upon sufficient funding and satisfactory Scope of Work performance.

A proposal packet can also be obtained by writing to:

Devona Duran
Health Systems Bureau
PHD/DOH
300 San Mateo Blvd NE, Suite 900
Albuquerque, NM 87108
(505) 841-6594
Devona.duran@state.nm.us

Or by downloading it from the Internet off the Department of Health website at www.health.state.nm.us.

Proposals must be received for review at the above address by close of business on November 30, 2009.

The Public Health Division reserves the right to cancel this RFP and/or to reject any proposal in whole or in part.

The content of any proposal shall not be disclosed to competing Offerors during the negotiation process.

If you are a person with a disability who is in need of a reader, amplifier, sign language interpreter or any other form of auxiliary aid or service to participate, please contact the New Mexico Relay Network at 1-800-659-8331. Public documents including the RFP can be provided in various accessible formats. Contact the New Mexico Relay Network if a summary or other type of accessible form is needed.

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.

REQUEST FOR PROPOSALS
New Mexico Dental School Feasibility Study

Date of Issuance: November 1, 2009

Deadline for Submission: November 30, 2009



PUBLIC HEALTH DIVISION
Health Systems Bureau

Contact:

Devona Duran
DOH/PHD/Health Systems Bureau
300 San Mateo Blvd. NE, Suite 900
Albuquerque, New Mexico 87108
Telephone: (505) 841-6594
FAX: (505) 222-8675
Email: devona.duran@state.nm.us

STATE OF NEW MEXICO
DEPARTMENT OF HEALTH
PUBLIC HEALTH DIVISION
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I. ESSENTIAL ELEMENTS

A. DEPARTMENT OF HEALTH VISION/MISSION

The vision of the New Mexico Department of Health (DEPARTMENT) is that New Mexico is a healthy community in which to live and grow.

The mission of the DEPARTMENT is to promote health and sound health policy, prevent disease and disability, improve health services systems and assure that essential public health functions and safety net services are available to New Mexicans.

B. PUBLIC HEALTH DIVISION MISSION

The mission of the Public Health Division (DIVISION or PHD) of the DEPARTMENT is to work with individuals, families, and communities in New Mexico to achieve optimal health. We provide public health leadership by assessing health status of the population, developing health policy, sharing expertise with the community, assuring access to coordinated systems of care and delivering services to promote health and to prevent disease, injury, disability and premature death.

C. HEALTH DISPARITIES

It is the goal of the New Mexico Department of Health to reduce health disparities. Please describe how the proposed project will address different racial/ethnic groups in a conscious effort to reduce health disparities in the community(ies) the project will serve. Specifically, describe if and how the project will work with tribal communities on tribal lands or with tribal members off of tribal lands. Please note, proposals for services that do not reduce health disparities or work with American Indians will be considered, however, the proposal narrative must provide a clear explanation why the activities will not do so. (For more information on health disparities in New Mexico, please visit the Division of Policy and Performance website at <http://www.health.state.nm.us/OPMH/>)

D. PURPOSE OF PROCUREMENT

Preventing dental disease and maintaining good oral health requires regular personal oral hygiene, good nutrition, and access to preventive and restorative dental services. The issue of access to oral health care is complex, and increasing the number of dental providers willing to serve those most in need is an important element in eliminating health barriers. Unfortunately, in New Mexico, there is a critical shortage of dental providers. Of New Mexico's 33 counties, 26 are designated Dental-Health Professional Shortage Areas (D-HPSA), with 42% of the population residing in those areas. Three rural counties in New Mexico do not have any dentists at all. The median number of dentists to population in this state is 1 to 3,297, compared to the federal standard of 1 to 1,050 per population. New Mexico ranks 49th nationally in the number of dentists per capita, with only 832 dentists

licensed in the state. Of those dentists licensed in the state, 70% practice within a four county area along the Rio Grande corridor. Additionally, only 46 (5%) dentists serve full time in rural areas and community health clinics.

The purpose of this procurement is to secure the services of a consultant to conduct a feasibility study regarding the need and potential location(s) for a dental school in New Mexico. The study will be a comprehensive evaluation and include an exploration of innovative models of dental education and their applicability in New Mexico, as well as the ideal location(s), timeline for establishment, and estimated costs for establishing and maintaining a school. A final report based on the study will include an in-depth analysis that will provide the necessary information required to make decisions regarding the design and establishment of a dental school.

Specifically, the feasibility study must address the following elements:

1. Scope of Service

- a. Based on an assessment of both existing and innovative models of dental schools, make a recommendation for a model of dental education that will meet the oral health care needs of vulnerable and underserved populations in New Mexico.
- b. Determine the risks and rewards of starting the recommended model of dental education.
- c. Determine what facilities and staffing would be required initially and ongoing.
- d. Provide a realistic timeline for start-up and opening to the first class of students.
- e. Provide a reliable estimate of the start-up and annual costs of the recommended model.
- f. Suggest methods for financially supporting it. Address facilities, equipment, staffing, and operating costs.

2. Dental Education Issues

- a. Describe what approval/certifications/accreditations would be required.
- b. Determine what would be required to attract qualified faculty to a new school.
- c. Address both full-time generalist faculty and part-time specialists.

3. Dental Student Issues

- a. Provide a reliable estimate of the student demand for the recommended model, and assess the ability of such a program to attract students over a 20-year period. How many students should the program plan to serve?
- b. Estimate the likelihood of graduates of such a program to stay in New Mexico and practice dentistry in underserved communities and suggest retention strategies to maximize this likelihood.
- c. Estimate the impact of the educational debt burden on graduating dental students. For example, will the debt burden affect choice of practice type and location?

4. Dental Education Funding Issues

- a. Provide a reliable estimate of the start-up and annual costs of the model of dental education and determine the best methods for financially supporting it. Address

facilities, equipment, faculty and staff, and operating costs.

b. What sources of recurring revenues would be available to meet annual operating needs? Include estimates for tuition and fees, patient service revenue, dental education funding, grants and contributions, government subsidies. Would they be sufficient to assure the financial success of the program?

c. Describe strategies to access other funding sources to support the recommended model. Include considerations of the location of the clinics and the populations served.

5. Dental Student Service to the Community Issues

a. Determine whether the school would draw a sufficient number and diversity of patients to meet its accreditation requirements.

b. Discuss the relationship the school could have with the current safety-net clinics.

c. Determine whether the recommended model would help with access to oral health care issues currently being experienced and projected to worsen in New Mexico.

6. Relationship to existing dental, medical, and public health education programs in New Mexico

a. Describe how the recommended model will align/collaborate/integrate with, and build on, the existing schools of dental hygiene, and the University of New Mexico Advanced Education in General Dentistry Residency and BA/DDS programs.

b. Considering the importance of oral health to overall health, as well the interrelationship between oral disease and systemic disease, describe how the recommended model will align/collaborate/integrate with the medical school?

c. Recognizing the importance of producing dentists who will serve vulnerable and underserved populations in New Mexico, describe how the recommended model will align/collaborate/integrate with schools of public health.

E. RELATIONSHIP TO THE DOH STRATEGIC PLAN

The proposed services will relate to the following DEPARTMENT Strategic Plan Fiscal Year 2010:

Improving the Health System

System Objective 3: Create an oral health system that provides children, low-income rural populations and people with disabilities with preventive and restorative oral health services.

F. PLANNED SEQUENCE OF EVENTS

<u>1.</u>	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
	Publication of Legal Notice	Department	November 1, 2009
	Issuance of RFP	Department	November 1, 2009
<u>3.</u>	Submission of Proposal(s)	Offeror(s)	November 30, 2009

4.	Proposal Evaluation	Evaluation Committee	December 7, 2009
5.	Contract Negotiations	Department, Offeror	December 14, 2009
6.	Contract Award	Department	December 21, 2009
7.	Notification of Award Outcome	Department	December 28, 2009

G. OFFEROR ELIGIBILITY

Private for profit, not for profit and government agencies are eligible.

The necessary qualifications of the applicant include:

- demonstration of having the required resources to complete the contract;
- demonstrated experience in the fields of healthcare, dental education, or medical-dental models in education; and,
- ability to effectively collaborate with the staff of the Health Systems Bureau.

Applicants are expected to bring together community stakeholder groups, when appropriate, as one component of a comprehensive evaluation of the feasibility of establishing and maintaining a model of dental education in New Mexico. Use of state and local data is strongly encouraged in the development and implementation of a data-driven proposal.

The DIVISION has established the following guidelines to be used by all non-profit organizations, with which the Division contracts.

Governing and/or Advisory Board members shall be residents of the area served by the organization and representative of the social, economic, linguistic, and racial target populations. Division-funded non-profit corporations shall not employ persons related to board members by consanguinity or affinity within the third degree. This includes spouse, mother, father, brother, sister, grandparent, aunt, uncle, niece, nephew, mother-in-law, father-in-law, and sister-in-law.

The successful Offeror(s) may have an advisory board(s) to help guide this project(s). The advisory body may meet at least quarterly and may include consumers of the service described in this request for proposals.

H. FUNDING FOR THIS PROCUREMENT

The awarding of a contract is contingent upon sufficient funding as determined by the Director of the DIVISION. The DEPARTMENT intends to award one contract through this RFP.

I. TERMS OF PAYMENT

Deliverables – meaning that payment is made as the result of receipt of a document evidencing to the Department the satisfactory completion of one or more elements of the Scope of Work.

J. TERM OF CONTRACT

The contract shall become effective upon approval of the Department of Finance and Administration and shall continue for a one-year period at the discretion of the DOH contingent upon sufficient funding and satisfactory Scope of Work performance.

K. INTENT TO SUBMIT

An “Intent to Submit” form is found as Appendix C. Although this form is not required in order for an Offeror to submit a proposal, please complete and submit the form so the Division may determine how many evaluators to recruit for the review panel.

II. GENERAL REQUIREMENTS

A. COPYRIGHT

All materials developed or acquired by the entity awarded a contract under this RFP shall become the property of the State of New Mexico and shall be delivered to the DEPARTMENT no later than the termination date of the contract. Nothing produced, in whole or in part, by the entity awarded a contract shall be the subject of an application for copyright by or on behalf of the contractor.

B. PROCUREMENT CODE

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

C. CONFIDENTIALITY OF PROPOSALS:

The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process.

Proposals will become public documents exclusive of proprietary information after contracts have been executed. All information submitted will be considered non-confidential unless otherwise labeled by the Offeror.

D. FORMAT OF PROPOSAL

Each proposal shall be typewritten, single spaced, size 12 font, numbered sequentially from beginning to end, on 8.5 x 11 white paper, unbound and submitted as an original and the number of

copies prescribed in Part II Section E of this RFP. The proposal shall not exceed 20 pages, excluding attachments and supporting documentation. All attachments must be provided with every copy submitted. All materials submitted in response to this RFP become the property of the State of New Mexico. The DEPARTMENT has the right to use any or all ideas presented on any response to the Request for Proposals. Selection or rejection of a proposal does not affect this right.

E. SUBMISSION OF COMPLETED PROPOSALS:

Offerors shall submit one original and 3 unbound copies of a completed proposal including all required program data and attachments. The original proposal with original signatures should be labeled as "original". All copies shall be submitted to:

Devona Duran
Health Systems Bureau
NMDOH/PHD
300 San Mateo Blvd. NE, Suite 900
Albuquerque, New Mexico 87108

Incomplete or unresponsive proposals shall not be accepted under this Request for Proposals. The DEPARTMENT shall make the final determination as to a proposal's competitiveness or responsiveness. The DEPARTMENT reserves the right to waive minor technical irregularities that can be corrected without prejudice to other Offerors.

F. DEADLINE FOR RECEIPT OF PROPOSALS:

Proposals must be received for review at the above office location by close of business November 30, 2009.

Any proposal received after that time may be rejected as not meeting the mandatory requirements of this Request for Proposals. Proposals delivered to any other office will not be considered as meeting the deadline.

G. REQUEST FOR PROPOSALS PRE-PROPOSAL CONFERENCE

No pre-proposal conference will be held.

H. ACKNOWLEDGEMENT OF AMENDMENTS:

Any amendments to this Request for Proposals will be provided by the DEPARTMENT in writing to all known recipients. An Offeror shall provide to the DEPARTMENT written acknowledgement of the receipt of all such amendments on the form which will be provided.

I. REVIEW AND AWARD PROCESS:

Proposals will be evaluated by the DIVISION, based upon the weighted evaluation factors described in Section IV. It is the DEPARTMENT'S intent to award contracts based upon the response to this Request for Proposals. However, the DEPARTMENT reserves the right to cancel this Request for Proposals or to reject any or all proposals in whole or in part. Proposals will be prioritized and funding allocated based upon which proposals are determined by review to be most advantageous to the needs of the DEPARTMENT in meeting the intent of this RFP.

A panel will be established to evaluate all proposals and make recommendations. The recommendations of the panel will be forwarded with comments to the Public Health Division Director for Divisional approval or disapproval of contractor selection. All contracts resulting from this Request for Proposals must be approved by the Department of Finance and Administration before becoming effective unless otherwise exempted from the Procurement Code.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submission of proposals prior to award for the purpose of obtaining the best and final offers. These discussions and revisions will be conducted according to guidelines set out in the New Mexico Procurement Code and appropriate DEPARTMENT procedures.

Once an award is offered and accepted, a contract will be prepared by the DEPARTMENT for the work described in the proposal. Any Offeror receiving an award shall comply with all applicable federal and state laws, rules and regulations, as well as established DEPARTMENT policies and procedures in providing services.

J. NOTIFICATION OF OUTCOME:

The DEPARTMENT will send a written notice of the outcome of proposal review to each Offeror after awards are made and accepted on or about December 28, 2009.

K. CONTRACTUAL TERMS:

Copies of all contractual terms and conditions applicable to the procurement of these services are available for review at the office identified in Part I Section H of this Request for Proposals. The weighted evaluation factors which will be used by the DEPARTMENT to evaluate proposals submitted in response to this Request for Proposals are found in Section IV.

III. ASSURANCES

The Offeror shall assure the DEPARTMENT that it will maintain detailed records which indicate the date, time and nature of services rendered under any contract which might be negotiated pursuant to this Request For Proposals (RFP). These records shall be subject to inspection by the DEPARTMENT, the New Mexico Department of Finance and Administration, and the State Auditor. The DEPARTMENT shall have the right to audit billings both before and after payment and to contest any billing or portion thereof. Payment under an agreement between the DEPARTMENT and a selected Offeror shall not forfeit the right of the DEPARTMENT to recover excessive or illegal payments.

The Offeror must assure the DEPARTMENT that any confidential information provided to or developed in the performance of the scope of work detailed in this Request For Proposals shall be kept confidential and shall not be made available to any individual or organization at any time without the prior written approval of the DEPARTMENT.

The Offeror must assure the DEPARTMENT of its commitment to abide by all Federal and State laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal opportunity. Pursuant to all such laws, rules, regulations, and executive orders, the Offeror assures the DEPARTMENT that no person in the State of New Mexico shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity performed under a contract(s) entered into pursuant to this Request for Proposals.

A Statement of Assurance (STATEMENT) is attached as Appendix A to these proposal guidelines. This Statement must be completed and returned with the proposal, indicating the intent of the Offeror to comply with State and Federal requirements. The Statement also identifies information to be submitted with the proposal. Failure to complete and sign this Statement will result in rejection of the proposal. This Statement must be signed by a person authorized to bind the Offeror.

IV. PROPOSAL CONTENTS AND WEIGHTED EVALUATION FACTORS

Award of contracts may be based on criteria other than price. Performance under prior contracts, including state agency-generated evaluations of prior performance may be considered.

Proposals submitted to the DIVISION must provide information sufficient to describe the activities and expenditures to be supported by this proposal, and for the DIVISION to make a complete evaluation of the proposal. Therefore, the DIVISION, in its evaluation of proposals from eligible Offerors, will assign weights to each of the factors below:

A one-page abstract summarizing the proposal must be included. (NO POINTS)

A. OFFEROR CAPABILITY

The proposal must have clear documentation of the Offeror(s) ability to provide the services described. Proposals will be evaluated for demonstrated competence, knowledge and qualifications. The following factors are the criteria that will be considered:

1. Demonstrated experience in performing feasibility studies in higher education, particularly in dental education; identifying solutions to oral health care issues; increasing access to oral health or dental care; or recruiting dental school faculty.
2. Familiarity with community-based medical or dental education.
3. Competence to perform the specified and mandatory services as reflected by technical training and education, specialized experience in providing required services, and the qualifications and competence of persons who would be assigned to perform the services.
4. Capacity to perform the services in the required time as reflected by workload and availability of adequate personnel.
5. Past performance with respect to cost control, quality of work, and ability to meet deadlines for similar projects completed within the last five years.
6. Ability to manage projects simultaneously and expeditiously, approach to problem/task resolution, methodology/data gathering techniques and procedures, and teamwork.

POSSIBLE POINTS = 30

B. APPROACH/SCOPE OF ACTIVITIES:

The proposal must contain a clear and detailed description of the approach and methods that will be used to conduct a comprehensive feasibility study. Describe information resources that will be utilized for a study of this nature, including the individuals and representative organizations that would be contacted.

POSSIBLE POINTS = 30

- C. Budget/Cost Explanation: The proposal must include a detailed budget indicating specific expenditures that link with the described activities. This budget must be fully justified in terms of described area needs and the proposed project.

1. Budget Summary Form

Include both direct and indirect costs associated with the planning, data collection, analysis, writing, and editing of the comprehensive feasibility study.

POSSIBLE POINTS = 10

2. Budget Narrative Justification

Provide detailed information on all the components that are necessary to produce the NM Dental School Feasibility Study.

POSSIBLE POINTS = 10

If the total compensation included in the proposal exceeds \$50,000, excluding gross receipts tax, the Offeror must submit its most recent financial statement, audit report, and management letter comments. If the Offeror cannot meet this requirement, an explanation and a plan of action may be acceptable.

Any pre-selected subcontractors and other business associations to be used by the Offeror in performance of the Scope of Work hereinafter described shall be identified. The prime contractor shall be liable for the contractual performance of any sub-contractor. Proposals need not have pre-selected subcontractors. If the Offeror plans to subcontract any or all of the Scope of Work, services to be provided and procedures for selecting subcontractors should be concisely and clearly described. Prior written approval by the DEPARTMENT must be received for any subcontract over \$1,000.00.

D. PROPOSED STAFFING

Describe the proposed staffing to be funded in support of this proposal. Provide a brief biography for each individual who will be working on the study. Provide a description for each position, the amount of time to be devoted to the project and the rate of pay for each position.

POSSIBLE POINTS = 15

E. COMPLETENESS

Evaluation will be based on receipt and completeness of all attachments prescribed on the Checklist. This scoring segment will include consideration of completeness of all attachments except where those attachments are the subject of separate useful evaluation factors, and use of the Checklist as the Table of Contents of the Proposal. Clarity, conciseness, and specificity of the attachments will be considered in the scoring. The degree to which the proposal is responsive to all sections of the Request for Proposals will be scored. Clear, concise and specific descriptions of the service area, special population needs, current services, proposed action plan, proposed budget, and budget justification local support (and match, where necessary), and planning. Enough information must be presented

for the DIVISION to make a complete evaluation of the proposal. Scoring will be based partially on the basis of inclusion of Section J, Items 17 and 18 on the Checklist. The remainder of the scoring of this section will be based on the comprehensiveness of the entire proposal.

POSSIBLE POINTS = 5

TOTAL POSSIBLE POINTS 100

V. OPERATIONAL DEFINITIONS

BUDGET PERIOD: Increments of funding of the project, usually twelve months.

CONTRACT BUDGET: The financial expenditure plan approved by the Public Health DIVISION to carry out the purposes of the project. Such budget may be composed of only the funds, which will be paid by the DIVISION.

CONTRACTOR: An organization, which receives a contract and assumes legal and financial responsibility and accountability for the awarded funds and for the performance of the services, which are to be provided.

DIRECT COSTS: Costs that can be identified specifically with a particular cost objective.

INDIRECT COSTS: Those costs which are (a) Incurred for a common or joint purpose benefiting more than one cost objective, and (b) Not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved.

DEPARTMENT: New Mexico Department of Health.

DIVISION: The Public Health Division of the New Mexico Department of Health.

EQUIPMENT: An article of nonexpendable property, which is complete in itself, is durable in nature, has an expected life of more than two years, and has an acquisition cost of \$1,500.00 or more.

FORMAL RELATIONSHIP: A relationship with another organization, which has been formalized by sitting on a board or through some type of contractual relationship.

INFORMAL RELATIONSHIP: A relationship with another organization, which has not been formalized through board membership or through a contractual relationship. May include features like referral patterns meetings at which various parties attend, etc.

INVENTORY EXEMPT: Equipment as defined above except with an acquisition cost under \$1,500.00. Whereas equipment ownership is vested to the DEPARTMENT and carried on its inventory of fixed assets, inventory exempt items are not vested to the DEPARTMENT and do not have to be kept on such an inventory. Purchase of such items should be documented in the supplies category.

NON-PROFIT CORPORATION: An organization which can provide satisfactory evidence of exemption from requirements from payment of federal income tax pursuant to Section 501 (c)(3) of the Internal Revenue Act.

PRIOR APPROVAL: Written permission provided, in response to written requests, by an authorized

official of the Public Health Division in advance of the performance of an act.

PROGRAM: A set of similar activities grouped together under a single administrative function. Occasionally used as a reference to the entire set of activities provided by a single agency or organization.

SUBCONTRACT: An agreement whereby a Contractor transfers money to an organization or individual by a contractual agreement to acquire services from a third party.

SUBCONTRACTOR: An organization, which provides services with funds awarded as a result of this RFP under a negotiated agreement with the successful Offeror.

VI. CHECKLIST

Sections refer to items, which will be scored. The numbered items may be submitted as items in the Appendix. The bolded items are in the expected order of the Table of Contents of the Proposal.

Abstract (A one-page summary of the proposal)

Section A – Offeror Capability

1. Signature and Title Page with name and signature of person authorized to bind the Offeror.
(See Proposal Cover Page and Assurances, Appendix A)

Section B – Approach/Scope of Activities

2. Most recent financial statement, audit report, and management letter comments. If not available, an explanation and plan of action to meet this requirement. (This applies only to proposals, which exceed \$50,000, excluding gross receipts taxes if applicable.)

3. Copy of proof of registration with the NM Department of Taxation and Revenue for the payment of gross receipts tax or proof of the grant of an exemption from payment of federal income tax pursuant to Section 501 (c)(3).

4. Copy of most recent non-profit corporate report filed with the N.M. Public Regulation Commission, if applicable.

5. Copy(ies) of applicable License(s)/Certification(s)

Section C - Proposed Budget and Proposed Use of Funding

6. Budget Forms (See Section IV.C.1.)

7. Budget Justification Narrative (See Section IV.C.2.)

8. Proposed Use of Funding

Section D - Completeness

9. Assurances (See Cover Page and Assurances, Appendix A)

10. Federal Tax Identification Number-Form W-9 (Appendix C)

11. Campaign Contribution Disclosure Form (Appendix D)

VII. APPENDICES

APPENDIX A

PROPOSAL COVER PAGE
And
ASSURANCES

OFFEROR ORGANIZATION:
ADDRESS:

CONTACT PERSON: _____ TEL.NO. _____

AMOUNT OF REQUEST:

As the duly authorized representative of the Offeror, I certify that the Offeror:

- Meets the following eligibility requirements:

Private for profit, not for profit and government agencies are eligible.

The necessary qualifications of the applicant include:

- demonstration of having the required resources to complete the contract;
 - demonstrated experience in the fields of healthcare, higher education, dental education, or medical-dental models in education; and,
 - ability to effectively collaborate with the staff of the Health Systems Bureau.
- Will abide by all Federal and State Laws, Rules, Regulations, and Executive Orders of the Governor of the State of New Mexico pertaining to equal opportunity. The Offeror assures the Department of Health that no person in the State of New Mexico shall on the grounds of race, color, national origin, gender, sexual orientation, age, handicap or disability, or religion be excluded from employment with or the participation in, be denied the benefit of or be otherwise subjected to discrimination under any program or activity performed under a contract(s) entered into pursuant to this Request for Proposals.
 - Will give the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards.
 - Will comply with the provisions of the Federal Certification Regarding Lobbying.
 - Will comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as

amended, and the Americans with Disabilities Act of 1990.

- Will comply with the provisions of Title VII of the Civil Rights Act of 1964.
- Will comply with the provisions of the Federal Certification Regarding Drug-Free Workplace Requirements.

**CERTIFICATION REGARDING
SUSPENSION, DEBARMENT, INELIGIBILITY, AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

The prospective lower tier participant (Offeror) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.

Where the prospective lower tier participant (Offeror) is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

_____ Signature of Authorized Certifying Official Date

_____ Printed Name of Certifying Official

_____ Title

APPENDIX B

**DEPARTMENT OF HEALTH
PUBLIC HEALTH DIVISION**

INTENT TO SUBMIT PROPOSAL

NAME OF OFFEROR:	
ADDRESS OF OFFEROR: _____ _____	
CONTACT PERSON:	Please Print _____ Telephone # _____ _____ Signature/Title Date
Please mail, hand carry or fax this intent to submit form by close of business on October 14, 2009.	
Devona Duran Health Systems Bureau PHD/DOH 300 San Mateo Blvd NE, Suite 900 Albuquerque, NM 87108 Telephone: (505) 841-6594 FAX: (505) 222-8675	

PLEASE NOTE: This form is requested, not required.

APPENDIX C

New Mexico Department of Finance and Administration Financial Control Division

DO NOT send to IRS

PRINT OR TYPE *Complete instructions can be found on the reverse side of this form.*

TAXPAYER IDENTIFICATION NUMBER (TIN) (Provide only ONE)

Sole proprietorship provide FEIN if applicable

Federal Employer Identification Number (FEIN) ____ - ____ - ____ - ____ - ____ - ____

or

Social Security Number (SSN) ____ - ____ - ____ - ____ - ____ - ____

LEGAL NAME _____

(As registered with IRS or SSA) Sole Proprietorship enter your Last Name, First Name, Middle Initial.

TRADE NAME _____

If doing business as (D.B.A) or business name of Sole Proprietorship

PRIMARY ADDRESS (Address where correspondence, payment(s), purchase order(s), or 1099's should be sent)

P.O. Box or Street Address _____

City, State, Zip _____

____ Primary & Remit ____ Additional REMITTANCE ADDRESS (Where payment(s), if different from primary address, should be sent)

P.O. Box or Street Address _____

City, State, Zip _____ Additional _____

CHANGE OF ADDRESS (Enter new address here)

P.O. Box or Street Address _____

City, State, Zip _____

Change of Address applies to: ____ Remittance ____ Primary

CERTIFICATION

Under penalties of perjury, I certify that:

I have provided my correct taxpayer identification number and that

I am not subject to backup withholding as specified on the reverse side of this form.

Print Name _____ Title _____

Signature _____

Phone _____ Date ____/____/____

OPTIONAL DIRECT DEPOSIT (ACH)

Bank Name: _____

Routing #: Account #: _____

____ Checking Account ____ Other Account

(Provide copy of voided check, NOT DEPOSIT SLIP)

BUSINESS DESIGNATION

(CHECK ONE)

____ Corporation (FEIN)

Or

____ Professional Corporation

(FEIN)

____ Doctor/Medical Facility

____ Attorney/Legal Facility

____ Individual (SSN)

____ Sole Proprietorship (SSN/FEIN)

____ Partnership (FEIN)

General
 Limited
 Estate/Trust (FEIN/ SSN)
 Organization Exempt from
Tax (FEIN)

Under section 501 (a)(c)(d)

Are you engaged in the
business of providing
medical services?

Yes No

Government Entity (FEIN) or

Government Operated

Entity (FEIN)

LLC Taxed As:

Corporation (FEIN)

Sole Proprietorship (SSN/FEIN)

Single Member(FEIN)

Other: _____

FOR FCD USE ONLY

ENTERED BY:

DATE ENTERED:

____/____/____

SHARE VENDOR #

Share Form Revised 09/18/09

APPENDIX D

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or

Page 1 of 3 DFA Disclosure form/August, 2006

unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Page 2 of 3 DFA Disclosure form/August, 2006

Signature Date

Title (position)

--OR--

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

Signature Date

Title (Position)

Page 3 of 3 DFA Disclosure form/August, 2006

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

"Family member" means spouse, father, mother, child, father-in-law, mother-in-

law,
daughter-in-law or son-in-law.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____
Relation to Prospective Contractor: _____
Name of Applicable Public Official: _____
Date Contribution(s) Made: _____
Amount(s) of Contribution(s) _____
Nature of Contribution(s) _____
Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

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

Signature Date

Title (Position)

APPENDIX E

Professional Services Contract

**STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT OF HEALTH
PROFESSIONAL SERVICES CONTRACT**

This CONTRACT is entered into by and between the State of New Mexico, Department of Health, hereafter referred to as “DEPARTMENT”, and TBA, hereafter referred to as “CONTRACTOR”, and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration (“DFA”).

IT IS AGREED BETWEEN THE PARTIES:

1. SCOPE OF WORK

A. The Provider Shall:

1. Provide a single point of contact for the duration of the project.
2. Provide a plan of intended activities for completion of the comprehensive feasibility study.
3. Conduct a feasibility study regarding the need and potential location(s) for a dental school in New Mexico. The study will be a comprehensive evaluation and include an exploration of innovative models of dental education and their applicability in New Mexico, as well as the ideal location(s), timeline for establishment, and estimated costs for establishing and maintaining a school. A final report based on the study will include an in-depth analysis that will provide the necessary information required to make decisions regarding the design and establishment of a dental school.

Specifically, the feasibility study must address the following elements:

1. Scope of Service
 - a. Based on an assessment of both existing and innovative models of dental schools, make a recommendation for a model of dental education that will meet the oral health care needs of vulnerable and underserved populations in New Mexico.
 - b. Determine the risks and rewards of starting the recommended model of dental education.

- c. Determine what facilities and staffing would be required initially and ongoing.
- d. Provide a realistic timeline for start-up and opening to the first class of students.
- e. Provide a reliable estimate of the start-up and annual costs of the recommended Model.
- f. Suggest methods for financially supporting it. Address facilities, equipment, staffing, and operating costs.

2. Dental Education Issues

- a. Describe what approval/certifications/accreditations would be required.
- b. Determine what would be required to attract qualified faculty to a new school.
- c. Address both full-time generalist faculty and part-time specialists.

3. Dental Student Issues

- a. Provide a reliable estimate of the student demand for the recommended model, and assess the ability of such a program to attract students over a 20-year period. How many students should the program plan to serve?
- b. Estimate the likelihood of graduates of such a program to stay in New Mexico and practice dentistry in underserved communities and suggest retention strategies to maximize this likelihood.
- c. Estimate the impact of the educational debt burden on graduating dental students. For example, will the debt burden affect choice of practice type and location?

4. Dental Education Funding Issues

- a. Provide a reliable estimate of the start-up and annual costs of the model of dental education and determine the best methods for financially supporting it. Address facilities, equipment, faculty and staff, and operating costs.
- b. What sources of recurring revenues would be available to meet annual operating needs? Include estimates for tuition and fees, patient service revenue, dental education funding, grants and contributions, government subsidies. Would they be sufficient to assure the financial success of the program?
- c. Describe strategies to access other funding sources to support the recommended model. Include considerations of the location of the clinics and the populations served.

5. Dental Student Service to the Community Issues

- a. Determine whether the school would draw a sufficient number and diversity of patients to meet its accreditation requirements.
- b. Discuss the relationship the school could have with the current safety-net clinics.

c. Determine whether the recommended model would help with access to oral health care issues currently being experienced and projected to worsen in New Mexico.

6. Relationship to existing dental, medical, and public health education programs in New Mexico

- a. Describe how the recommended model will align/collaborate/integrate with, and build on, the existing schools of dental hygiene, and the University of New Mexico Advanced Education in General Dentistry Residency and BA/DDS programs.
- b. Considering the importance of oral health to overall health, as well the interrelationship between oral disease and systemic disease, describe how the recommended model will align/collaborate/integrate with the medical school?
- c. Recognizing the importance of producing dentists who will serve vulnerable and underserved populations in New Mexico, describe how the recommended model will align/collaborate/integrate with schools of public health.

7. Provide a final written report, delivered in electronic form and in hard-copy form (20 copies).

B. Services will be performed (AT)(WITHIN)(LOCATION) TBA.

C. Performance Measures.

CONTRACTOR shall substantially perform the following Performance Measures:

1. Improving the Health System

System Objective 3: Create an oral health system that provides children, low-income rural populations and people with disabilities with preventive and restorative oral health services.

2. LICENSURE

The CONTRACTOR agrees to retain professional licensure, accreditation, credentialing or continuing education required to perform the scope of professional services provided for the DEPARTMENT. The CONTRACTOR agrees to make evidence of licensure or other regulatory requirements for the scope of professional services available to the DEPARTMENT if requested in writing.

3. COMPENSATION

A. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (TBD). This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.**

B. The DEPARTMENT shall pay to the CONTRACTOR in full payment for services satisfactorily performed at the rate of \$TBD dollars (\$TBD) based upon deliverables, such compensation not to exceed (TBD) (as set forth in Paragraph A) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (TBD) shall be paid by the DEPARTMENT to the CONTRACTOR. Payment is subject to availability of funds pursuant to the Appropriations Paragraph 6 set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the DEPARTMENT no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. The CONTRACTOR shall submit to the DEPARTMENT at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month. No invoices will be reimbursed unless submitted within thirty (30) days after the last day of the month in which services were performed.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the DEPARTMENT finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the DEPARTMENT that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the DEPARTMENT shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

4. **TERM**

This CONTRACT shall not become effective until approved by the Department of Finance and Administration. This CONTRACT shall terminate on TBD, unless terminated pursuant to Article 5, infra or Article 6. In accordance with NMSA 1978, Section 13-1-150 no contract term, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, Section 13-1-150.

5. **TERMINATION**

*This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE***

CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

6. APPROPRIATIONS

A. The terms of this CONTRACT are contingent upon sufficient funds appropriated, authorized, and allocated by the Legislature of the State of New Mexico and/or by the federal government. If sufficient appropriations, authorizations, and allocations are not made by the Legislature of the State of New Mexico and/or by the federal government, necessitating a decrease in the amount of CONTRACT funds available for expenditure by the DEPARTMENT, this CONTRACT may be terminated or amended to a lower amount of funds upon written notice given by the DEPARTMENT to the CONTRACTOR. If the DEPARTMENT proposes a CONTRACT amendment to unilaterally reduce CONTRACT funding, the CONTRACTOR shall have the option to terminate the CONTRACT upon thirty (30) days written notice to the DEPARTMENT.

B. The decision of the DEPARTMENT as to the amount of CONTRACT funds available for expenditure from the appropriation, authorization and/or allocation shall be final and binding on the CONTRACTOR.

7. TERMINATION MANAGEMENT

If this CONTRACT is terminated pursuant to its provisions, or if the parties mutually agree to discontinue their contractual relationship, or upon expiration of the term of the CONTRACT, immediately upon receipt by either the DEPARTMENT or the CONTRACTOR of written notice of termination, the CONTRACTOR shall: 1) not incur any further obligations for salaries, services or any other expenditures of funds under this CONTRACT without the written approval of the DEPARTMENT; 2) continue to provide essential services and supports to ensure the health and safety of individual clients as directed by the DEPARTMENT during the period of termination management; This requirement is not avoided by an inadvertent expiration of term for the CONTRACT. In this event the DEPARTMENT shall extend the term until all transition of services are completed; 3) comply with all directives issued by the DEPARTMENT in the notice of termination as to the performance of work under this CONTRACT; 4) take such action as the DEPARTMENT shall direct for the protection, preservation, retention or transfer of all property titled to the DEPARTMENT and client records generated under this CONTRACT on the date of termination of this CONTRACT, the CONTRACTOR shall furnish to the DEPARTMENT: (a) a complete detailed inventory of nonexpendable DEPARTMENT property as defined in Article 23 (Property) of this CONTRACT, and (b) a final closing of the financial records and books of accounts which were required to be kept by the CONTRACTOR under the provision of this CONTRACT regarding financial records.

8. STATUS OF CONTRACTOR

The CONTRACTOR, its agents and employees, are independent contractors performing professional services for the DEPARTMENT and are not employees of the DEPARTMENT. The CONTRACTOR, and its agents and employees, shall not be deemed employees for any purpose within the meaning or application of any federal or state unemployment or insurance laws or workers compensation laws or otherwise. CONTRACTOR, its agents and employees shall not be entitled to any of the benefits afforded employees of the DEPARTMENT including but not limited to accruing leave, retirement, insurance, bonding, use of state property or state vehicles, or any consideration not specified in this CONTRACT. 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.

9. GOVERNING BODIES

A. *The parties agree that the Governing Bodies of the CONTRACTOR shall have the right and responsibility to establish policy for the CONTRACTOR, and shall be elected to ensure that such policy is established by the Governing Bodies in an impartial and independent manner. Nothing herein shall in any way restrict the authority of the Governing Bodies from appropriately delegating day-to-day management responsibilities to its employees, agent or agents. By such delegation, employees and/or agents of the CONTRACTOR must conduct the operation of the CONTRACTOR consistent with the policies and procedures approved by the Governing Bodies.*

B. *If the CONTRACTOR is not a corporation but a single proprietorship or a partnership, the above requirements of paragraph A do not apply.*

10. ASSIGNMENT

The CONTRACTOR shall not assign or transfer any interest in this CONTRACT or assign any claims for money due or to become due under this CONTRACT without the prior written approval of the DEPARTMENT.

11. SUBCONTRACTING

The CONTRACTOR shall not subcontract any portion of the services to be performed under this CONTRACT without the prior written approval of the DEPARTMENT.

12. RECORDS AND FINANCIAL AUDIT

The CONTRACTOR shall maintain detailed time and expenditure records, which indicate the date, time, nature, and cost of services rendered during the CONTRACT term and retain them for a period of three (3) years from the date of final payment under the CONTRACT. The records shall be subject to inspection by the DEPARTMENT, the Department of Finance and Administration and the State Auditor. The DEPARTMENT shall have the right to audit billings both before and after payment; payment under this CONTRACT shall not foreclose the right of the DEPARTMENT to recover excessive or illegal payments.

13. AUDIT REQUIREMENTS

ANNUAL FINANCIAL REPORTS

A. The CONTRACTOR receiving **federal** funds in excess of \$500,000 in any single year that are subject to the Single Audit Act shall submit to the DEPARTMENT an audit conducted by a Certified Public accountant in compliance with the Single Audit Act.

B. The CONTRACTOR receiving **federal** funds in excess of \$500,000 that are otherwise exempt from the Single Audit Act or **state** funds from the DEPARTMENT in excess of \$100,000 in any single year shall submit to the DEPARTMENT Annual Financial Statements and a Management Letter expressing an opinion on the Financial Statements prepared by an external Certified Public Accountant.

C. *Applicable annual financial reports shall be submitted to the DEPARTMENT no later than six months following the close of the Contractors' fiscal year.*

D. *To ensure proper delivery and receipt, the CONTRACTOR shall submit their annual financial reports to:*

Department of Health
Office of Internal Audit

ATTN: Financial Review
P.O. Box 26110
Santa Fe, New Mexico 87502-6110

E. Unless allowable under provisions of the Single Audit Act or other specific CONTRACT provisions, CONTRACTORS shall not request payment from the DEPARTMENT for the cost of preparation of annual financial reports required by this Article.

14. RELEASE

Final payment of the amounts due under this CONTRACT shall operate as a release of the DEPARTMENT, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this CONTRACT.

15. PRODUCT OF SERVICES COPYRIGHT

A. All materials or products developed or acquired by the CONTRACTOR under this CONTRACT shall become the property of the State of New Mexico and shall be delivered to the DEPARTMENT no later than the termination date of this CONTRACT. Nothing produced, in whole or in part, by the CONTRACTOR under the CONTRACT shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

B. Client information developed under this CONTRACT may not be used by the CONTRACTOR or be transferred to a third party in any form, including aggregate data, without the express written permission of the DEPARTMENT, except to fulfill the provisions of the Scope of Work under this CONTRACT.

16. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

The CONTRACTOR warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this CONTRACT. The CONTRACTOR agrees to comply with the requirements of the New Mexico Financial Disclosure Act (NMSA 1987, Section 10-16A-1, et seq.) and the Governmental Conduct Act (NMSA 1978, Section 10-16-1 et seq.) as applicable. The CONTRACTOR represents and warrants that the services to be performed under this CONTRACT shall not result in a conflict of interest prohibited by state or federal laws, rules or regulations.

17. AMENDMENT

This CONTRACT shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. From time to time and in accordance with changes in State and Department policy, this CONTRACT shall be amended to comport with current policy, rules, regulations and law.

18. MERGER

This CONTRACT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written CONTRACT. No prior CONTRACT or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this CONTRACT. All attachments are incorporated and made a part of this CONTRACT.

19. SEVERABILITY

If any portion of this CONTRACT is determined to be void, unconstitutional or otherwise unenforceable by a court of competent jurisdiction, the remainder of this CONTRACT will remain in full force and effect.

20. INDEMNIFICATION

A. The CONTRACTOR shall defend, indemnify and hold harmless the DEPARTMENT from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this CONTRACT, caused by the negligent act or failure to act of CONTRACTOR, its officer, employees, servants, or agents, or if caused by the actions of any client of the CONTRACTOR resulting in injury or damage to persons or property during the time when the CONTRACTOR or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this CONTRACT.

B. In the event that any action, suit or proceeding related to the services provided by the CONTRACTOR under this CONTRACT is brought against the CONTRACTOR, the CONTRACTOR shall, as soon as practicable, but no more than two (2) working days after notice of such action, suit or proceeding, notify the Office of General Counsel of the Department and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. LIABILITY INSURANCE

The parties to this CONTRACT shall maintain professional or general liability insurance, as applicable, for all services provided under this CONTRACT and shall supply evidence of such coverage upon the Departments' request.

22. CLIENT RECORDS AND INFORMATION

A. The CONTRACTOR shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the DEPARTMENT.

B. The CONTRACTOR shall protect the confidentiality of all confidential information and records and shall not release any confidential information to any other third party without the express written authorization of the client when the record is a client record, or the DEPARTMENT.

C. The CONTRACTOR shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996 and applicable regulations and all other State and Federal rules, regulations and laws protecting the confidentiality of information. If the CONTRACTOR may reasonably be expected to have access to Departments' Protected Health Information (PHI) and is not a Covered Entity as defined by HIPAA, CONTRACTOR shall execute the HIPAA Business Associate Agreement, which is hereby incorporated and made part of this CONTRACT as Attachment 1.

23. PROPERTY

A. Title to all property furnished by the DEPARTMENT shall remain in the DEPARTMENT. Title to all property acquired by the CONTRACTOR, including acquisition through lease-purchase CONTRACT, for the cost of which the CONTRACTOR is to be reimbursed as a direct item of cost under this CONTRACT shall immediately vest in the DEPARTMENT upon delivery of such property to the CONTRACTOR. Title to other property, the costs of which is to be reimbursed to the CONTRACTOR under this CONTRACT, shall immediately vest in the DEPARTMENT upon 1) issuance for use of such property in the performance of this CONTRACT or 2) use of such property in the performance of this CONTRACT or 3) reimbursement of the cost thereof by the DEPARTMENT, whichever first occurs.

B. Title to the DEPARTMENT property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law.

C. The CONTRACTOR shall maintain a property inventory and administer a program of maintenance, repair and protection of DEPARTMENT property so as to assure its full availability and usefulness for performance under this CONTRACT. In the event the CONTRACTOR is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to DEPARTMENT property during the period of this CONTRACT, it shall use the proceeds to repair or replace the DEPARTMENT property.

24. APPLICABLE LAW

The laws of the State of New Mexico shall govern this CONTRACT, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978 Section 38-3-1(G). By execution of this CONTRACT, CONTRACTOR acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this CONTRACT.

25. 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 assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If 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.

26. WORKERS' COMPENSATION ACT

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 CONTRACT may be terminated by the DEPARTMENT.

27. POLITICAL ACTIVITY

No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

28. LOBBYING

The CONTRACTOR shall not use any funds provided under this CONTRACT, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf

at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, Sections 2-11-1, et seq., and applicable federal law.

29. PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 to 13-1-199, imposes both criminal and civil penalties for violation of its provisions. New Mexico statutes impose criminal penalties where bribes, gratuities or kickbacks have been solicited, given or received in contracts involving public money.

30. GRANT

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

31. NON -WAIVER

The failure of a party to insist upon strict adherence to any provision of this CONTRACT on any occasion shall not be considered a waiver or deprive that party of the right thereafter to that term or any other of this CONTRACT.

32. NOTICES

Any notice required to be given by this CONTRACT will be in writing and will be delivered in person, by electronic facsimile, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the DEPARTMENT: New Mexico Department of Health
P.O. Box 26110
1190 St. Francis Drive, Rm. N4095
Santa Fe, NM 87502-6110

To the CONTRACTOR: **Insert CONTRACTOR name.**
 Insert point of contact name.
 Insert CONTRACTOR Address.
 Insert City, State & Zip.

33. AUTHORITY

If CONTRACTOR is other than a natural person, the individual(s) signing this CONTRACT on behalf of CONTRACTOR represent and warrant 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.

34. 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, Contractor certifies, by signing this agreement, to:

(1) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(2) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

(3) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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 (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 offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

This section left blank intentionally

IN WITNESS WHEREOF the parties have executed this CONTRACT at Santa Fe, New Mexico. The effective date is the date of approval by the Department of Finance and Administration set out hereinafter.

**STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT OF HEALTH:**

By: _____

Alfredo Vigil MD, Secretary

Date: _____

CONTRACTOR:

By: _____

Title: _____

Date: _____

CERTIFIED FOR LEGAL SUFFICIENCY:

By: _____

Department of Health
Assistant General Counsel

Date: _____

TAXATION AND REVENUE:

The CONTRACTOR is registered for the payment of gross receipts taxes to the State of New Mexico.

N.M. Tax Identification #:

By: _____

Taxation and Revenue Department

Date: _____

DEPARTMENT OF FINANCE AND ADMINISTRATION:

This CONTRACT is approved and effective the date shown:

By: _____

State Contracts Officer

Date: _____