

New Mexico Department of Health, Public Health Division  
Office of Health Promotion and Community Health Improvement

Legal Notice of Request for Proposals

The New Mexico Department of Health (DOH), Public Health Division (PHD), Office of Health Promotion and Community Health Improvement (OHPCHI) is issuing a Request for Proposals (RFP) for Community Health Councils. 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 up to a four-year period at the discretion of the DOH contingent upon sufficient funding and satisfactory Scope of Work performance.

Offerors interested in submitting a proposal should contact:

BJ Butler, OHPCHI  
(505) 827-2519  
Harold Runnels Bldg., Ste. N-1261  
1190 St. Francis Dr.  
PO Box 26110  
Santa Fe, NM 87502

A proposal packet can also be obtained by writing to:

BJ Butler, OHPCHI  
(505) 827-2519  
Harold Runnels Bldg., Ste. N-1261  
1190 St. Francis Dr.  
PO Box 26110  
Santa Fe, NM 87502

Or by downloading it from the Internet off the Department of Health website at [www.health.state.nm.us](http://www.health.state.nm.us).

Proposals must be received for review at the above address by 4:00 pm. MST on January 21, 2010. The PHD 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 forms. 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**

**Community Health Councils**

Date of Issuance: November 1, 2009

Deadline for Submission: January 21, 2010



**PUBLIC HEALTH DIVISION (PHD)**

**Health Systems Bureau (HSB)**

**Office of Health Promotion and Community Health Improvement (OHPCHI)**

Contact:

BJ Butler  
DOH/PHD/ OHPCHI  
1190 St. Francis Drive.  
P.O. Box 26110  
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STATE OF NEW MEXICO  
DEPARTMENT OF HEALTH  
PUBLIC HEALTH DIVISION

TABLE OF CONTENTS

	Page
i. LEGAL NOTICE	1
I. ESSENTIAL ELEMENTS	4
II. GENERAL REQUIREMENTS	9
III. ASSURANCES	12
IV. PROPOSAL CONTENTS AND WEIGHTED EVALUATION FACTORS	13
V. OPERATIONAL DEFINITIONS	21
VI. CHECKLIST	23
VII. APPENDICES	25
A. Assurances	26
B. Proposal Cover Page	27
C. Proposal Signature Page	28
D. Intent to Submit Form	29
E. Governing Board Roster	31
F. Health Council Roster	32
G. Budget Summary/Justification Forms	33-34
H. MCH Plan Act	35-38
I. MCH Regulations	39-45
J. Ten Essential Services	46
K. Sample Contract-MOA (Memorandum of Agreement)	47-55
L. Sample Contract-PSC (Professional Service Contract)	56-71
M. Sample Campaign Contribution Form	72-74

## 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. Health disparities are defined as differences in health status among specific racial/ethnic populations and/or communities. Projects funded by the Department of Health should address the reduction of health disparities in community (ies) served. 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 and to access the 2009 Racial and Ethnic Health Disparities Report Card, please visit the Division of Policy and Performance website at <http://www.health.state.nm.us/OPMH/>) or [www.nmdohcc.org](http://www.nmdohcc.org) for the online Cultural & Linguistically Appropriate Service (CLAS) Standards. (See Section IV-B)

### D. PURPOSE OF PROCUREMENT AND BACKGROUND

#### D.1 Purpose

The purpose of this procurement is to sustain and enhance existing PHD funded health councils that perform the ongoing functions of an effective health council, including coordination, planning, assessment, prioritization, development of strategies, implementation and evaluation for the purpose of improving health in their communities. Funding is available for health council coordination activities (Part 1) and, on limited bases, direct/enabling services (Part 2).

The Department views the health councils as critical community-based health improvement partners that serve as catalysts for bringing diverse groups, agencies and individuals together to

promote effective health improvement strategies, including planning and the coordination of resources within the local public health system. These councils should be non-categorical, and have membership representative of the communities served, including community members, front-line health and human service providers, local policy-makers, community activists, concerned citizens and other stakeholders such as youth, elderly and persons with disabilities. Experience and diverse membership fosters a detailed understanding of local needs and empowers health councils to identify, prioritize among, and address health issues on behalf of their communities. **Health council membership must be approved by their respective County Board of Commissioners/Tribal Council.**

Fundamental to the work of the DEPARTMENT is the support of local solutions to local problems through developing and enhancing collaboration and linkages with existing public health system partners in the community and regions; local municipal, county and state policy makers; and building community capacity around policy, analysis, strategic planning, implementation and evaluation.

Each health council is responsible for developing/updating a county/tribal community health improvement profile and plan **which must endorsed by the County Board of Commissioners/Tribal Council.** The profile should identify local public and private resources, gaps and duplications in services. The profile should also indicate locally identified health priorities. The health plan should describe evidenced-based strategies by the council to address the local health priorities. The plan should include an evaluation process for monitoring the effectiveness of the council and progress for reaching council goals, objectives and changes in health outcomes. Health councils should also facilitate a process for seeking and giving input, feedback and referrals.

A health council coordinator for each council is responsible for facilitating and guiding the council members through the three cycles of the Health Improvement Process which includes: community building; assessment and prioritization and community action (see description in Section IV, Part 1-D on page 15). The coordinator also serves as a participant in the collaborative partnerships to achieve outcomes toward achieving the goals and objectives outlined in the County/Tribal health plan.

The DEPARTMENT, with this RFP, plans to enter into one (1) contract per county with the exception of those counties with pueblo/tribal community health councils.

## **D. 2 Background**

The historical foundation and current basis for this RFP is the Maternal and Child Health Plan Act (MCHPA), Section 24-1B.-1, et seq-1, NMSA 1978 which was passed by the New Mexico Legislature in 1991 and amended in 2007. The purpose of the Act is “to encourage the development of comprehensive, community-based, maternal and child health services to meet the needs of childbearing women and their families and thereby improve the long-term health of New Mexicans across the state” (See **Act, Appendix H**). The MCHPA grants authority to each county to appoint a Maternal and Child Health (MCH) Council to represent a broad spectrum of interests and reflect the constituency of the individual county’s population. A responsibility of the health

the health council is to develop a “comprehensive, family centered, community-based maternal and child health plan designed to coordinate available resources to meet the needs of childbearing women and their families and thereby improve the long-term health of New Mexicans across the state.” (See **Regulations, Appendix I**).

The Department has fostered and encouraged the development of a comprehensive approach to community-based planning and coordination of health services on behalf of women of child-bearing ages and their families. A community-based approach, which engages the broad spectrum of individuals and organizations with interests and influences on local health status, is an effective way of organizing local efforts. Since the onset of the MCHPA, the Department has funded health councils through the Maternal and Child Health Program. The Department recognizes that in order to improve the health status of New Mexicans, the health needs of all ages and populations in communities also must be addressed. In light of this acknowledgement and in order to more efficiently administer the funds allocated under the MCHPA, the Department merged the two programs described above to be administered through the Office of Health Promotion and Community Health Improvement (OHPCHI).

The Department continues to support and build health council capacity by providing funding for council coordination and providing technical assistance and guidance. These concepts, including the concept of community-based planning and coordination of locally identified needs to improve community health, are embedded within the ten (10) Public Health Essential Services. (See **Essential Public Health Services, Appendix J**). Health councils in New Mexico have varying histories, experiences and capacities, yet hold the strength of a local perspective based on direct experience.

E. RELATIONSHIP TO THE DOH STRATEGIC PLAN

This RFP is pursuant to the FY10 supplemental performance measures of HSB/OHPCHI (3-16-09) that support the DEPARTMENT’S Strategic Plan.

F. PLANNED SEQUENCE OF EVENTS

1.	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
	Publication of Legal Notice	Department	Nov. 1, 2009
	Issuance of RFP	Department	Nov. 1, 2009
2.	Pre-Proposal Conference	Department Prospective Offerors	Nov. 17, 2009
3.	Submission of Proposal(s)	Offeror(s)	Jan. 21, 2010
4.	Proposal Evaluation	Evaluation Committee	Feb. 24-25 2010
5.	Contract Negotiations	Department, Offeror	March 15-31, 2010

On or about

6.	Contract Award	Department	April 15, 2010
7.	Notification of Award Outcome	Department	On or about May 3, 2010
8.	Contracts in Place	Department	On or about July 1, 2010

G. OFFEROR ELIGIBILITY

Eligible Offerors must meet the following requirements:

1. Provide a copy of the most recent Community Health Improvement Plan with the written endorsement of the Plan by the County Commissioners or Tribal Council and the Community Health Council must also be included.
2. Demonstrated capacity to provide health council services (See Operational Definitions of Infrastructure Building Services, Direct Services and Enabling Services) within a County or Tribe;
3. Be a governmental entity (Ex: County, Board of County Commissioners, municipal government, Tribal Council,) qualified government agency, public educational institutions or non-profit organization;
4. Be able and willing to leverage other sources of funding and reimbursement including Medicaid and county indigent funds, except where Federal regulations or contractual obligations prohibit the use of such measures;
5. Maintain policies and procedures assuring that no person seeking service(s) under a contract resulting from this RFP will be denied direct services and/or enabling services provided through the health council because of the inability to pay;
6. Not participate in executive decisions of the Council relating to the County/Tribal Health Plan/Update, approval of proposals that are competing for a health council service contract, awarding of contracts for which they have competed, any other decisions that can be determined to constitute a conflict of interest or apparent conflict of interest, and shall serve in an advisory capacity only to the health council.

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.

#### H. FUNDING FOR THIS PROCUREMENT

The awarding of a contract is contingent upon sufficient funding as determined by the Director of the DIVISION. **Current funding information does not reflect future funding decisions.** Priority will be given to existing funded health councils. In the event of availability of additional funding other applications will be considered.

#### I. TERMS OF PAYMENT

Unit Price-meaning that costs are not at issue, but a unit of service [for example, an hour of clinical services] is paid for at a contractually agreed to price regardless of cost to the contractor.

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 up to a four-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 D. This form is **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. The form must be received by the OHPCHI by no later than **November 24, 2009**. Fax the form to the attention of BJ Butler at 505-827-1606.

## 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, one-sided, single spaced, no less than 1" margins, 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 page number limit for the Section IV narrative is 30.** All attachments except items 13-1 (a, b, c) and 13-2(a, b, c) from the Checklist (see Section VI) must be provided with every copy submitted. Only one copy of items 13-1 (a, b, c) and 13-2 (a, b, c,) is required with the original. 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 (1) original unbound copy and one (1) unbound copy 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:

BJ Butler  
NMDOH/PHD/ OHPCHI  
Runnels Bldg, Ste N-1261  
1190 St. Francis Dr.  
PO Box 26110  
Santa Fe, NM 87502

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 **4:00 PM MT on January 21, 2010**

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

The DEPARTMENT will hold a Pre-Proposal Conference to review the terms and procedures and to clarify material presented in this Request for Proposals on **November 17, 2009**, from 9 am-12pm at the following locations: Santa Fe, Dept. of Health ,Harold Runnels Bldg Auditorium, 1190 St. Francis Dr., and via video conference at the Dona Ana Public Health Office, 1170 N. Solano, Rm #1101, Las Cruces. Anyone with a disability who is in need of a reader, amplifier, sign language interpreter or other form of auxiliary aid or service to participate in the conference may contact BJ Butler at 505-827-2519 or may make contact through the New Mexico Relay Network at 1-800-659-8331. Public documents including the RFP can be provided in various accessible forms. Contact BJ Butler if a summary or other type of accessible form is needed.

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 Monday, May 3, 2010.

**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 Appendix K (Sample Memorandum of Agreement) and Appendix L (Sample Professional Services Contract) 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. Contracting will be managed so as to adhere to the provisions of the Procurement Code and applicable DEPARTMENT regulations, policies and procedures. Contracting will also be managed to conform to programmatic regulations of the Maternal and Child Health Plan Act (MCHPA).

### 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 will 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:

Each proposal must be accompanied by the following:

- A two (2) page executive summary of the most current **community health improvement plan. (NO POINTS) (not counted against the 30 page limit)**
- A two (2) page abstract summarizing the proposal. **(NO POINTS) (not counted against the 30 page limit)**

The Proposal Content and Weighted Evaluation Factors is divided into two sections:

**PART 1. HEALTH COUNCIL AND OFFEROR PROPOSED ACTIVITIES AND CAPABILITIES**

**PART 2. DIRECT SERVICES**

**There is a 30 page limit on PART 1-Health Council/Offeror Activities and Capabilities and a four (4) page limit on PART 2-Direct/Enabling Services**

#### **PART 1. HEALTH COUNCIL AND OFFEROR PROPOSED ACTIVITIES AND CAPABILITIES**

A. **PROBLEM STATEMENT/COMMUNITY ASSESSMENT:** The proposal must contain a clear and concise community assessment section that addresses the following:

A.1 Describe the demographics of the area and population to be served under the proposal. Include descriptions of any special characteristics and members of generally recognized minority groups to be served if this proposal is funded.

A.2 Describe the health status of the population to be served under the proposal. (See NM Indicator-Based Information System for Public Health data and Health Status Highlights for County Specific data at <http://ibis.health.state.nm.us>).

A.3 Please identify your priorities and briefly discuss the process and rationale for the selection.

A.4 Explain the connection between the health council's identified priority issues and the health issues addressed in the NMDOH FY11 Strategic Plan. (see Strategic Plan at [www.nmhealth.org](http://www.nmhealth.org))

POSSIBLE POINTS = 20\_\_\_\_\_

**B. HEALTH DISPARITIES:** Describe how the proposed project will address health disparities in your community. If the health council is working on social determinants, you may make reference to social determinants to health as necessary. (See 2009 Health Disparity Report Card at [www.nmdohcc.org](http://www.nmdohcc.org) or [www.nmhealth.org/dpp](http://www.nmhealth.org/dpp))

**POSSIBLE POINTS**   5  

### **C. Community Collaboration/Capability Statement**

#### **C 1. Community Health Council Capacity**

- a. Briefly summarize your understanding of the role of a community health council as a health planning and coordinating council.
- b. Describe the history of your health council, including its strengths, major accomplishments, and challenges and how you intend to address those challenges.
- c. Describe the health council's membership, and how it represents the diversity of your community and includes key community leaders and/or stakeholders.
- d. Describe the health council's current and planned collaborative relationships with other elements of the public health system, including, but not limited to:
  - DOH programs at the State, regional and local level;
  - Primary care centers;
  - Schools and/or school-based health centers;
  - Behavioral health collaboratives;
  - Local, tribal, state, and federal policy-makers;
  - Community health workers/community health representatives;
  - Non-traditional members (groups not previously engaged);
- e. Describe the operating procedures of the health council, including operating guidelines or by-laws that outline the health council's organizational structure and decision-making processes.
- f. Describe how your health council encourages broad community participation in assessment and planning discussions and processes.
- g. Describe the role of the health council coordinator, and how the coordinator and health council work together to achieve common goals.

**POSSIBLE POINTS:**   20  

**C 2. Offeror (Fiscal Agent/Contractor) Capacity:** Explain why your agency is the appropriate entity to receive this funding by addressing the following:

- a. Describe the alignment of the fiscal agent's goals with those of the health council.
- b. Describe the working relationship of the fiscal agent and the health council, including history, organizational structure, formal agreements, communication channels, and operating procedures.
- c. Describe the Offeror's capacity to administer the contract, if awarded.
- d. Describe the Offeror's capacity to provide sound fiscal monitoring, oversight, and accountability, and reporting.

**POSSIBLE POINTS:** \_\_\_\_\_15\_\_\_\_\_

#### **D. Proposed Scope of Work**

The Department of Health uses a Community Health Improvement model that includes three inter-related cycles or components:

- **Community Building/Council Development:** Building the capacity and sustainability of a community health council and community infrastructure designed to improve the health of a community.
- **Community Assessment and Prioritization:** Systematic identification and description of community needs, strengths, and resources in relation to health, identifying community priorities based on that assessment, and developing community-wide health plans that incorporate broad community input and participation.
- **Community Action:** Providing coordination, leadership, and support to facilitate the accomplishment of identified goals and objectives to improve community health.

##### **D-1 Community Building/Council Development**

- a. **Planning and coordination:** Describe how the health council is recognized, by the community and community partners as a community health planning and coordinating body or hub. Describe activities planned to improve its role as a health planning body.
- b. **Membership:** Describe planned activities to ensure that the health council has a stable, diverse, and growing membership that is reflective of the community.
- c. **Internal structures and processes:** Describe activities planned to ensure effective and efficient operation of the health council, including:
  - Health council leadership
  - Committee structure
  - Effective meetings
  - Ensuring engagement and participation of health council members
  - Decision-making processes that are inclusive and participatory

**POSSIBLE POINTS:** \_\_\_\_\_20\_\_\_\_\_

##### **D-2 Community Assessment and Prioritization**

**Community assessment:** Describe the health council's processes for developing and updating a Community Health Profile.

- a. **Monitoring progress:** Describe the health council's mechanisms for monitoring progress in achieving outcomes, and for monitoring changes that have an impact on community health.
- b. **Emerging issues:** Describe the health council's process for identifying, addressing, and responding to emerging issues that affect community health.

**POSSIBLE POINTS:** \_\_\_\_\_20\_\_\_\_\_

### D-3. Community Action

- a. **Networks and partnerships:** Describe the health council's planned actions to address its priorities by developing or strengthening community coalitions, networks, or partnerships.
- b. **Community programs:** Describe the health council's planned actions to develop or strengthen joint programs and community-wide strategies to address identified priorities.
- c. **Policy development:** Describe the health council's planned actions to influence the development of local, regional, or statewide policies that affect the community's health, or to build constituencies that will influence policies affecting the community's health.
- d. **Resource development:** Describe the health council's planned actions to increase financial support the health council and/or community programs for community programs and strategies that improve the community's health.

**POSSIBLE POINTS:** \_\_\_\_20\_\_\_\_

### E. Performance Monitoring and Evaluation

The DEPARTMENT, in collaboration with the University of New Mexico (UNM), uses an integrated planning and evaluation process that is based on the use of a Community Health Improvement Logic Model, a statewide planning framework, and an on-line reporting system to aggregate statewide data to measure achievement of common intermediate or systems outcomes .

- a. Describe your current procedures for monitoring and measuring your health council's accomplishments relative to the annual work plan objectives.
- b. Describe current and planned mechanisms for reporting and documentation, including the timely submission of all required reports.
- c. List who will be the responsible party to conduct performance monitoring.

**POSSIBLE POINTS =** \_\_\_\_15\_\_\_\_

**F. OFFEROR ORGANIZATIONAL AND ADMINISTRATIVE CAPABILITY:** Document the Offeror's organizational and administrative ability to successfully support the work of the community health council and the contract if awarded as a result of the RFP. Performance under prior contracts, including state agency-generated evaluations of prior performance may be considered in verifying the correctness and credibility of the Offeror's response.

1. **Offeror/Organization Description and History.** Scores will be assigned on the basis of completeness, comprehensiveness, descriptiveness, and relevance of contents of #3- Offeror Cover Page, #4-Proposal Signature Page, #13-1 (b), (c), (d), (e) of the Checklist (see Section VI) to the programmatic contents of this RFP. These include the presence of the (a) completed signature and title page, (b) the Articles of Incorporation, (c) applicability of the By-laws, (d) the inclusion and organizational location of the proposed program in the organizational chart, and the (e) board roster's (Appendix E).

2. **Organizational Capability:** The proposal must have clear documentation of the Offeror's ability to provide the activities or services described. This documentation should include past and current relevant experience, copies of current licenses and/or certifications (if applicable), and indications of the organization's stability and ability to perform the activities in the proposal being submitted. It should also reflect the organizational financial capability, as shown in the documents, **which are called for on the Checklist (Section VI). Scores will be assigned on the basis of #13-2 (a)-(c), on the checklist (Financial Audit Report, NM Tax & Revenue Registration number, Non-Profit Status report if applicable) as well as the persuasiveness of the Offeror's evidence that they have the organizational capability to successfully carry out the programmatic scope of a contract resulting from this RFP.**
  
3. **Current Offeror services and relationship to the proposed activities of the health council:** The proposal must contain a description of current health related work/services provided by the Offeror, and the relationship of these services to the activities proposed by the health council, as well as the Offeror's structures and procedures for administering and delivering those services. This section will be scored in part on the persuasiveness that the Offeror can conduct the requested services in this RFP.

**POSSIBLE POINTS =   25**

**G. BUDGET/COST EXPLANATION:** The proposal must include a detailed budget indicating specific expenditures that link with the described actions. This budget must be fully justified in terms of described area needs and the proposed project. Offerors with current contracts with the OHPCHI must explain the reasons for any increases over the current budget, the proposed amounts of those increases, and their programmatic justifications. The Scores will be assigned on the basis of information provided on the Budget Summary Form and Budget Justification Form (#14-1&2 on the Checklist-Section VI), as well as persuasiveness that this is the best way to spend the money to achieve the desired result.

The Offeror must submit its most recent financial statement, audit report, and management letter comments (Item # 13-2 (a) of the Checklist. 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 (if subcontracting will be allowed under the contract.) 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.

1. BUDGETSUMMARY (Appendix G-1)
2. BUDGET NARRATIVE JUSTIFICATION (Appendix G-2)
3. LOCAL FINANCIAL AND IN-KIND SUPPORT

A 25% In-kind match may be required as part of the contract if awarded as a result of this RFP. Describe Offeror's commitments and local community contributions, which are to be made as part of the project. Provide documentation through letters of support, which commit these services and/or funds to the project. Local contributions may be in cash or in-kind services. Please include additional funds leveraged as a part of this project. **Letters of support are not counted as part of the 30 page limit.**

4. PROPOSED STAFFING

Describe the proposed staffing to be funded in support of this proposal. Provide a brief job description for each position, the amount of time to be devoted to this contract if awarded and the rate of pay for each position. Include the percent of time allocate to work with the health council. Indicate how these positions fit into the organizational chart. Also include time allocated to other duties assigned to the position(s) in addition to the health council work.

**POSSIBLE POINTS =   15**

**H. COMPLETENESS:** Receipt and completeness of all attachments prescribed on the Checklist to include completeness of attachments. 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.

**POSSIBLE POINTS =   10**

**TOTAL POSSIBLE POINTS       185**

## **PART 2-Direct Services and Enabling Services (See Operational Definitions)**

The Department has fostered and encouraged the development of a comprehensive approach to community-based planning and coordination of health services across the State. The DEPARTMENT views the health councils as critical community-based health improvement partners that serve as catalysts for bringing diverse groups, agencies and individuals together to promote effective community-based health improvement strategies, including planning and the coordination of resources within the local public health system. In light of this acknowledgement and in order to more efficiently administer the funds allocated under the MCHPA, the DEPARTMENT, with this RFP is promoting a concerted effort by the health councils to work toward the sustainability of the direct and enabling services through funding sources other than the MCHPA. This effort will take place over the duration of this RFP, by phasing out the direct and enabling services funding. This will be accomplished as follows:

**YEAR ONE:** FY11 (July 1, 2010-June 30, 2011 – Proposals for funding direct services must not exceed more than 75% of the current funding level received for direct/enabling services. Please note: **Current funding information does not reflect future funding decisions.**

**YEAR TWO:** FY 12 (July1, 2011-June 30 2012) – Funding for direct/enabling services will be reduced by 25%. Funding reduced from direct services will be applied to the coordination work.

**YEAR THREE:** FY 13 (July 1, 2012 – June 30, 2013) - Funding for direct/enabling services will be reduced by 25%. Funding reduced from direct services will be applied to the coordination work.

**YEAR FOUR:** FY 14 (July 1, 2013 – June 30, 2014) - Funding for direct/enabling services will be reduced by 25%. Funding reduced from direct services will be applied to the coordination work.

**\*\*\*Offerors currently not receiving funding for direct or enabling services are not eligible to apply for this funding.**

---

### **Requests for funding for direct services and enabling services:**

Provide a clear and detailed description of the service(s) that funding through this RFP will support.

1. Demonstrate:
  - The need for this service in the geographic area (population need, health disparity need, access need, etc). (See NM Indicator-Based Information System for Public Health data at <http://ibis.health.state.nm.us>).
  - That there is no other source/provider for the service in the geographic area or, if another source is available, why funding through this RFP is being requested to support the service and how the requested services differ to support this funding request.
  - A plan for phasing out the service over the next four (4) years including how the service will be sustained in the community without the OHPCHI funding.

POSSIBLE POINTS:   20

2. Describe:

- How this service will support a priority(ies) identified in Part 1-Section A-3 and
- How the service will address the problem identified in Part 1-Section A
- How does the service align with the DOH FY10 Strategic Plan? ([www.health.state.nm.us](http://www.health.state.nm.us))
- Who will perform the service? if a sub-contractor will conduct the service, indicate sub-contractor name, past experience,
- What are specific activities that will support this service?
- Health indicators or measurements to be used to monitor/measure the impact of the service.
- Number of clients, unit of service, hours of service etc in Year 1, year 2, year 3 and year 4.
- List of process measures for quality and/or efficiency.

POSSIBLE POINTS:   10  

3. Provide a detailed budget/cost explanation including budget, budget narrative, proposed staffing, budget summary and justification forms (Appendices G-1, G-2)  
**(use separate forms for Part 1 and Part 2)**

POSSIBLE POINTS:   10  

**TOTAL POSSIBLE POINTS –PART 2   40**

## V. OPERATIONAL DEFINITIONS

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

**CONSUMER:** A person who is not employed by the offeror and is an actual or prospective recipient of these services.

**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.

**DEPARTMENT:** New Mexico Department of Health.

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

**DIRECT SERVICES:** Services generally delivered one-on-one between a health professional and a patient in an office, clinic or emergency room which may include primary care physicians, registered dietitians, public health or visiting nurses, nurses certified for obstetric and pediatric primary care, medical social workers, nutritionists, dentists, sub-specialty physicians who serve children with special health care needs, audiologists, occupational therapists, physical therapists, speech and language therapists, specialty registered dietitians. Basic services include what most consider ordinary medical care, inpatient and outpatient medical services, allied health services, drugs, laboratory testing, x-ray services, dental care, and pharmaceutical products and services. State Title V programs support – by directly operating programs or by funding local providers - services such as prenatal care, child health including immunizations and treatment or referrals, school health and family planning. These services include specialty and subspecialty care for those with HIV/AIDS, hemophilia, birth defects, chronic illness, and other conditions requiring sophisticated technology, access to highly trained specialists, or an array of services not generally available in most communities.

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

**ENABLING SERVICES:**- Services that allow or provide for access to and the derivation of benefits from, the array of basic medical care services and include such things as transportation, translation services, outreach, respite care, health education, family support services, purchase of insurance, case management, coordination of Medicaid, WIC and educations. These services are especially required for the low income, disadvantaged, geographically or culturally isolated, and those with special and complicated health needs. For many of these individuals, the enabling services are essential – for without them access is not possible. Enabling services most commonly provided include transportation, care coordination, translation services, home visiting, information and referral and family outreach. Family support activities include parent support groups, family training workshops, advocacy, nutrition and social work.

**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.

**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.

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 meetings at which various parties attend, etc.

INFRASTRUCTURE BUILDING SERVICES: The services that are the base of the health council coordination services and form its foundation. Actions are directed at improving and maintaining the health status of all community members by providing support for the development and maintenance of health services standards/guidelines, training, data and planning systems. Examples include needs assessment, evaluation, planning, policy development, coordination, quality assurance, standards development, monitoring, training, applied research, information systems and local public health systems. In the development of local public health systems it should be assured that the systems are community based and culturally competent.

INVENTORY EXEMPT: Equipment as defined above except with an acquisition cost under \$1,000.00. 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.

LETTER OF SUPPORT: A statement of in-kind support for the Program goals of the proposal as well as information describing specific forms of support that will be made available toward the achievement of those.

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 actions 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.

SERVICE SITES: Those locations at which services will be provided as the result of a proposed contract.

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

- 1. **INTENT TO SUBMIT FORM** (Due Nov. 25, 2009) (Appendix D)
- 2. **TWO COPIES OF PROPOSAL** (UNBOUND)
- 3. **OFFEROR COVER PAGE** (Appendix B)
- 4. **PROPOSAL SIGNATURE PAGE** (Appendix C)
- 5. **EXECUTIVE SUMMARY FROM MOST RECENT HEALTH PLAN/UPDATE** (no more than two pages)
- 6. **ABSTRACT** (A two-page summary of the proposal)
- 7. **ROSTER OF HEALTH COUNCIL MEMBERSHIP** (with approval by County Commissioners/Tribal Council – Appendix F)

### SECTION IV-PROPOSAL CONTENT/WEIGHTED EVALUATION

- 8. **A – PROBLEM STATEMENT/COMMUNITY ASSESSMENT**
- 9. **B – HEALTH DISPARITIES**
- 10. **C - COMMUNITY COLLABORATION/CAPABILITY STATEMENT**
  - (1)  Community Health Council Capacity
  - (2)  Offeror Capacity
- 11. **D – PROPOSED SCOPE OF WORK**
  - (1)  Community Building/Council Development
  - (2)  Community Assessment/Prioritization
  - (3)  Community Action
- 12. **E- PERFORMANCE MONITORING/EVALUATION**
- 13 **F-ORGANIZATION/ADMINISTRATIVE CAPABILITY**
  - (1)  Organizational Description/History
    - (a)  ASSURANCES, (Appendix A)
    - (b)  ARTICLE OF INCORPORATION (if applicable)
    - (c)  CURRENT BY-LAWS (if applicable)
    - (d)  ORGANIZATIONAL CHART
    - (e)  GOVERNING BOARD ROSTER (if applicable-Appendix E)

(2) \_\_\_ Organization Capability

(a) \_\_\_ 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 \$30,000, excluding gross receipts taxes if applicable.)

(b) \_\_\_ 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).

(c) \_\_\_ COPY OF MOST RECENT NON-PROFIT CORPORATE REPORT filed with the N.M. Public Regulation Commission, if applicable.

(3) \_\_\_ OFFER CURRENT SERVICES/RELATIONSHIPS (related to this request)

**14. G-BUDGET/COST EXPLANATION**

(1) \_\_\_ Budget Summary Form (Appendix G-1)

(2) \_\_\_ Budget Justification Form (Appendix G-2)

(3) \_\_\_ Local Financial and In-Kind –Letters of Interest

(4) \_\_\_ Proposed Staffing

**15. H-COMPLETENESS**

**16. ONE COPY OF MOST RECENT COMMUNITY HEALTH IMPROVEMENT PLAN**

**PART 2-ENABLING AND DIRECT SERVICES?**

1. Description of need

2. Description of service and related activities

3. Budget

a. \_\_\_ Budget Summary Form (Appendix G-1)

**b. \_\_\_ Budget Justification Form (Appendix G-2)**

## **VII. APPENDICES**

**APPENDIX A**

**ASSURANCES AND SIGNATURE PAGE**

OFFEROR ORGANIZATION: \_\_\_\_\_

	<b>INITIALS</b>
<b>As the duly authorized representative of the OFFEROR, I certify that the OFFEROR:</b>	
1. Is a New Mexico nonprofit with 501c3 tax exempt status; OR is a local government; OR is a tribal government.	
2. Has a governing board whose membership is generally representative of the HCUA(s) it serves, including consumers of the primary health care services it provides.	
3. Has, if a local government or tribal government and/or is multi-purpose or provides services in more than one HCUA, shall have a local or regional primary health care advisory board whose membership is generally representative of the HCUA(s) being served. A majority of the advisory board shall be consumers of the primary health care services. The local or regional primary health care advisory board shall have opportunity for consideration of and input into the decisions regarding budgets, scope of services, payment policies and procedures, hours of operation and staffing.	
4. Will comply with the DIVISION's guidelines for Governing and/or Advisory Board members to be residents of the area served and representative of the social, economic, linguistic, ethnic, and racial target population and shall include consumers of the Offerors services. And shall not employ persons related to board members by consanguinity or affinity within the third degree. This includes father, mother, brother, sister, grandparent, aunt, uncle, niece, nephew, mother-in-law, father-in-law, brother-in-law, and sister-in-law.	
5. 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.	
6. 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.	
7. Will comply with the provisions of the Federal Certification Regarding Lobbying.	
8. Will comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990.	
9. Will comply with the provisions of Title VII of the Civil Rights Act of 1964.	
10. Will comply with the provisions of the Federal Certification Regarding Drug-Free Workplace Requirements.	
11. Will take steps to train and employ recipients of Temporary Assistance of Needy Families (TANF) in collaboration with New Mexico Welfare to Work Contractors and other supported employment programs and will submit annual reports documenting its efforts to comply with this provision.	
<b>CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS</b>	
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 an 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.	
<b>As the duly authorized representative of the OFFEROR, I certify the above information is true and accurate.</b>	
_____ Signature of the Authorized Certifying Official	_____ Date

Printed Name of Authorized Certifying Official

Title

**APPENDIX B**

**PROPOSAL COVER PAGE:**

*Please Print or Type:*

<b>Offeror Agency</b>			
<b>Offeror Fed Tax ID#</b>		<b>State Tax ID #</b>	
<b>Street Address</b>			
<b>Mailing Address</b>			
<b>City, State, Zip</b>			
<b>Phone #</b>		<b>Fax #</b>	<b>E-mail</b>
<b>Contact Person</b>			
<b>Address</b>			
<b>City, State, Zip</b>			
<b>Phone #</b>		<b>Fax #</b>	<b>E-mail:</b>
<b>TOTAL FUNDING REQUESTED: Fiscal Year 2011 (7/1/10 to 6/30/11)</b>	\$		

The offeror certifies, to the best of his/her knowledge and belief, the data in this proposal is true and correct.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

**APPENDIX C**

**PROPOSAL SIGNATURE PAGE**

**Office of Health Promotion and Community Health Improvement**

**County/Pueblo of Origin:** \_\_\_\_\_

**Applicant Agency:** \_\_\_\_\_ **Total Request \$** \_\_\_\_\_

**Contact Person(s):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **FAX #:** \_\_\_\_\_

**#1. Signature of Person Authorized to Bind the Offeror: (Required)**

\_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Printed Name and Title**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature**

**#2. Signature of the Health Council Chair: (Required) \***

\_\_\_\_\_ **Date:** \_\_\_\_\_

\*\*Signifying Endorsement and Approval of the Proposal by the County/Pueblo Health Council as addressing two or more priority needs as identified in the Community Health Improvement Plan.

**#3. Signature of County Board of Commissioners/Tribal Council (this signature optional)**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature**

NOTE: Contractor/Offeror and Health Council signatures are mandatory.

**APPENDIX D**

**DEPARTMENT OF HEALTH  
OHPCHI**

**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 November 25, 2009 close of business:  <p style="text-align: center;"><b>Department of Health OHPCHI 1190 St. Francis Dr. PO Box 26110 Santa Fe, NM 87502 Fax: (505) 827-1606</b></p> Attention: BJ Butler	

**PLEASE NOTE: This form is required. Due November 24, 2009**

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**APPENDIX G-1**

**BUDGET SUMMARY FORM**

<b>CATEGORY</b>	<b>PROPOSED AMOUNT FY11</b>
PERSONNEL	
FRINGE	
MILEAGE & PER DIEM	
GENERAL OPERATING	
SUPPLIES	
PROFESSIONAL SERVICES CONTRACTS	
**ADMINISTRATIVE COSTS (no greater than 12%)	
TOTAL BUDGET	

\*\*Administrative costs should not be used to offset the in-kind contributions of County government or entities within the county that are offered in a proposal to strengthen it. Administrative costs generally include those costs which are incidental to providing a service, but which may be difficult to project accurately. They are NOT TO EXCEED 12% of the total budget.

**APPENDIX G-2**

**BUDGET JUSTIFICATION FORM**

List all individual items under "Line Description" and amounts for each under "Base Request". Fully justify each item under "Justification".

LINE ITEM DESCRIPTION	BASE REQUEST	JUSTIFICATION - Show calculations and rationales which justify the amount of each line item.

## APPENDIX H

### AN ACT RELATING TO HEALTH CARE; AMENDING THE COUNTY MATERNAL AND CHILD HEALTH ACT TO INCLUDE TRIBES; CHANGING THE TITLE OF THAT AN ACT.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

Section 1. Section 24-1B-1 NMSA 1978 (being Laws 1991, Chapter 113, Section 1) is amended to read:

“24-1B-1. SHORT TITLE.—Chapter 24, Article 1B NMSA 1978 may be cited as the “Maternal and Child Health Plan Act”.”

Section 2. Section 24-1B-2 NMSA 1978 (being Laws 1991, Chapter 113, Section 2) is amended to read:

“24-1B-2. PURPOSE OF ACT.—The purpose of the Maternal and Child Health Plan Act is to encourage the development of comprehensive, community-based maternal and child health services to meet the needs of childbearing women and their families.”

Section 3. Section 24-1B-3 NMSA 1978 (being Laws 1991, Chapter 113, Section 3) is amended to read:

“24-1B-3. DEFINITIONS.—As used in the Maternal and Child Health Plan Act:

- A. “board” means the board of county commissioners of a county or leadership of a tribe;
- B. “department” means the department of health;
- C. “planning council” means the maternal and child health planning council;
- D. “tribe” means an Indian nation, tribe or pueblo located within the boundaries of the state.”

Section 4. Section 24-1B-4 NMSA 1978 (being Laws 1991, Chapter 113, Section 4) is amended to read:

“24-1B-4. PLANNING COUNCIL CREATED--MEMBERSHIP.--

A. The board may create a maternal and child health planning council, and it may appoint members for terms designated by the board. The members of the planning council shall be selected to represent a broad spectrum of interests that may include elected officials, tribal officials, community-based program providers, childbearing and parenting families, residents, local school administrators, local political leaders, employees of the income support office, employees of the county field health office, maternal and child health care providers, obstetricians, family physicians, nurses, mid-level providers and hospital administrators.

B. Members of the planning council shall elect from among themselves a chair for a term designated by the board. The planning council shall meet at the call of the chair.

C. Planning council members shall not be paid, but they may receive per diem and mileage expenses as provided in the Per Diem and Mileage Act.”

Section 5. Section 24-1B-5 NMSA 1978 (being Laws 1991, Chapter 113, Section 5) is amended to read:

"24-1B-5. MATERNAL AND CHILD HEALTH PLANS.--

A. The board or its designee with the advice of the planning council may prepare a maternal and child health plan. The plan shall have the approval of the planning council and the board before it may be submitted by the board to the department for approval.

B. Two or more boards may agree among themselves to establish a maternal and child health plan.

C. Each maternal and child health plan shall include:

- (1) a needs assessment that identifies and quantifies:
  - (a) those populations that are unable to obtain adequate maternal and child health services;
  - (b) the major factors that affect accessibility to local maternal and child health services;
  - (c) the gaps in locally available maternal and child health services; and
  - (d) the extent to which county and tribal residents use maternal and child health services available in other counties;
- (2) an inventory that identifies existing public and private providers, services and maternal and child health plans, medicaid and other governmental, tribal and charitable resources, program duplications and the county's current monetary contributions to maternal and child health programs;
- (3) recommendations on how to improve and fund maternal and child health based upon the needs assessment and inventory of existing services and resources;
- (4) recommendations to eliminate duplications of services, improve access and initiate new services as needed; and
- (5) conclusions about the need to rely on services available in other counties and on the level of charitable, federal, state, county or tribal funding and in-kind contributions that are required to implement the maternal and child health plan fully.

D. The recommendations contained in the maternal and child health plan may be based on the development of comprehensive maternal and child health services. Development of the maternal and child health plan may include a consideration of:

- (1) teen pregnancy;
- (2) family planning;
- (3) prenatal care;
- (4) financing of perinatal care for persons not eligible for medicaid;
- (5) proposals to expand provider capacity;
- (6) outreach, information, referral, risk assessment and case management for both pregnant women and their children;
- (7) perinatal health education projects;
- (8) home visiting and social support groups;
- (9) projects that reduce poor pregnancy and child outcomes;
- (10) projects that enhance utilization of well-child care;
- (11) projects that remove transportation barriers from perinatal services; and
- (12) projects that coordinate local community services, including those services provided by the county's state public health office.

E. The maternal and child health plan shall be updated at the request of the board or the department if the plan as implemented is not achieving the stated goals or if the needs of the local population have changed."

Section 6. Section 24-1B-6 NMSA 1978 (being Laws 1991, Chapter 113, Section 6) is amended to read:

"24-1B-6. MATERNAL AND CHILD HEALTH FUNDS.--

A. The department shall contract for maternal and child health services to implement a maternal and child health plan after the plan has been approved by the department.

B. As a condition of the department contracting for maternal and child health services, after an opportunity for county or tribal input, a county or tribe may be asked to contribute to the implementation of an approved maternal and child health plan based on the relative wealth of the county or tribe as measured by the population, the per capita income, the gross receipts tax base and the average property value.

C. The department shall contract for maternal and child health services to implement a maternal and child health plan based upon:

(1) the amount of funds appropriated for the purpose of carrying out the provisions of the Maternal and Child Health Plan Act;

(2) the need for services as measured by:

(a) maternal and child health indicators;

(b) the teen pregnancy rate; and

(c) maternal and child health provider availability and shortages; and

(3) the demonstration that the services in the maternal and child health plan fit into the comprehensive outline of community-based maternal and child health services described in Subsection D of Section 24-1B-5 NMSA 1978.

D. Nothing in the Maternal and Child Health Plan Act shall prohibit the department from contracting for those categories of maternal and child health services that it contracted for prior to the effective date of the Maternal and Child Health Care Act or that it deems essential for public health."

Section 7. Section 24-1B-7 NMSA 1978 (being Laws 1991, Chapter 113, Section 7) is amended to read:

"24-1B-7. DEPARTMENT--POWERS AND DUTIES.--

A. The department shall review, evaluate and approve or reject a maternal and child health plan and it may require that a county update its maternal and child health plan.

B. The department is authorized to contract for maternal and child health services to implement maternal and child health plans, subject to the availability of appropriations for that purpose.

C. The department shall monitor and evaluate the contracts funded by the department and assess whether maternal and child health conditions are improving.

D. The department shall provide technical assistance and training to assist as needed in developing maternal and child health plans.

E. The department may gather information necessary to evaluate the effectiveness of services it contracts for through the provisions of the Maternal and Child Health Plan Act.

F. The department shall adopt all rules necessary to carry out the purposes of the Maternal and Child Health Plan Act, including:

(1) the procedures and format for applying for department approval of a maternal and child health plan;

- (2) the format for maternal and child health plans;
- (3) the criteria to review, evaluate and approve or reject maternal and child health plans;
- (4) the procedures and format for requesting that the department procure services under a department approved maternal and child health plan;
- (5) the formula used to determine a required contribution to implement maternal and child health plans;
- (6) a procedure that determines the need for maternal and child health services;
- (7) the procedure to determine the distribution of state funds appropriated to implement maternal and child health plans;
- (8) the procedures for gathering and reporting programmatic and financial information necessary to evaluate the effectiveness of maternal and child health services for which the department contracts pursuant to the provisions of the Maternal and Child Health Plan Act; and
- (9) definitions that set an acceptable minimum standard for the services provided."

**APPENDIX I**  
**County Maternal and Child Health Plan Act (CMCHPA) REGULATIONS**

## **COUNTY MATERNAL AND CHILD HEALTH PLAN ACT REQUIREMENTS**

### **7 NMAC 30.4.1 ISSUING AGENCY**

New Mexico Department of Health  
Public Health Division  
Maternal and Child Health Bureau [8-4-92, 10-31-96]

### **7 NMAC 30.4.2 SCOPE**

County Maternal and Child Health Plan Act Regulations shall apply to the use of the funds available pursuant to the County Maternal and Child Health (MCH) Plan Act, Chapter 24, Article 1B, NMSA 1978. [8-4-92, 10-31-96]

### **7 NMAC 30.4.3 STATUTORY AUTHORITY**

The County Maternal and Child Health Plan Act Regulations are adopted by the Secretary of the Health Department pursuant to the authority of Chapter 24, Article 1B, Section 7, NMSA 1978. The mailing address is: New Mexico Department of Health, Public Health Division, Maternal and Child Health Bureau, P.O. Box 26110, Santa Fe, New Mexico 87502-6110. [8-4-92, 10-31-96]

### **7 NMAC 30.4.4 DURATION**

Permanent. [8-4-92, 10-31-96]

### **7 NMAC 30.4.5 EFFECTIVE DATE**

August 4, 1992, unless a different date is cited at the end of the section or paragraph. [8-4-92, 10-31-96]

### **7 NMAC 30.4.6 OBJECTIVE**

The purpose of the County Maternal and Child Health Plan Act is to encourage the development of comprehensive, family centered, community-based, culturally competent, maternal and child health plans designed to coordinate available resources to meet the needs of childbearing women and their families and thereby improve the long-term health of New Mexicans across the state. The purpose will be accomplished through, but not be limited to, the following activities: [8-4-92, 10-31-96]

6.1 Assisting counties in the creation and development of county maternal and child health planning councils for the purpose of developing a county maternal and child health plan which will identify needed services, current resources and service gaps in the county. [8-4-92, 10-31-96]

6.2 Providing training and technical assistance to the appointed county maternal and child health planning councils; and [8-4-92, 10-31-96]

6.3 Distributing financial assistance to eligible programs in order to sustain or provide optimal levels of maternal and child health services. [8-4-92, 10-31-96]

### **7 NMAC 30.4.7 DEFINITIONS**

7.1 **"Act"** means the County Maternal and Child Health Plan Act, Chapter 24, Article 1B, NMSA 1978. [8-4-92, 10-31-96]

7.2 **"Approved Plan"** means a comprehensive maternal and child health services plan which has been approved by the Public Health Division of the Department of Health and is described in Definitions: "Plan". [8-4-92, 10-31-96]

7.3 **"Board"** means Board of County Commissioners. [8-4-92, 10-31-96]

7.4 **"Council"** means the County Maternal and Child Health Planning Council as established by the Boards of Commissioners of the participating counties of the State of New Mexico. [8-4-92, 10-31-96]

7.5 **"Department"** means the New Mexico Department of Health. [8-4-92, 10-31-96]

7.6 **"Director"** means the Director of the Public Health Division. [8-4-92, 10-31-96]

7.7 **"Division"** means the Public Health Division of the Department of Health. [8-4-92, 10-31-96]

7.8 **"Maternal and Child Health (MCH)"** means those arenas and services designed to support the health of child-bearing women and their families which may include, but are not limited to: general health and social risk assessment for women; Tot to Teen Health Checks for child health and development; well child care and immunization; prenatal health care and family planning; dental health and services; social support groups; food and nutrition services; parenting skills education and support; children with special needs; injury and violence prevention; case management/service coordination; home visiting; and health education and health promotion. [1-24-95, 10-31-96]

7.9 **"Plan"** means a comprehensive strategy of health and social services identified as supportive to maternal and child health and containing the following: [8-4-92, 10-31-96]

7.9.1 assessment of health and social services needed for childbearing individuals and their families with the county; [8-4-92, 10-31-96]

7.9.2 identification of maternal and child high risk indicators and populations found in the county; [8-4-92, 10-31-96]

7.9.3 inventory of resources and capacities available in the county to provide needed services and identification of duplication of services; [8-4-92, 10-31-96]

7.9.4 identification of gaps and barriers to service accessibility and delivery; and development of a prioritized plan to meet the MCH service needs of the county with estimated costs and local commitments of human resources and other in-kind donations from county and local sources. [1-24-95, 10-31-96]

7.10 **"Qualified"** means a provider of services who is fully certified or licensed to practice in New Mexico in accordance with the applicable laws and regulations of the appropriate professional governing boards or licensing agencies. [8-4-92, 10-31-96]

7.11 **"Tot to Teen Health Check"** means Early Periodic Screening, Diagnosis and Treatment which is a comprehensive assessment procedure for determining the health of a child. [1-24-95, 10-31-96]

## 7 NMAC 30.4.8 PLANNING CONTRACTS

8.1 Duty of the Department -- The Department may contract with Boards of County Commissioners in New Mexico to assist counties in the creation and development of a Plan for meeting the MCH service needs of the county. Such efforts must be consistent with the requirements set out in the Act. All applicable Division and Department procurement procedures and the New Mexico Procurement Code will be followed. [8-4-92, 10-31-96]

8.1.1 The Department will monitor and evaluate the performance of the Contractor to ensure compliance with the intent of the Act. [8-4-92, 10-31-96]

8.1.2 The Department will publish definitions of services that set an

acceptable minimum standard for the services provided. [8-4-92, 10-31-96]

8.1.3 The Department will develop a program and training materials for leadership development which shall be made available to all MCH Councils and their contracted staff. [8-4-92, 10-31-96]

8.2 Eligibility -- In order to contract pursuant to this part of the regulations, the Contractor must meet the following requirements: [8-4-92, 10-31-96]

8.2.1 It must be a New Mexico Board of County Commissioners. [8-4-92, 10-31-96]

8.2.2 It must have the capability to carry out the purposes described in Section 6, OBJECTIVES including employment of and/or professional service contracts with qualified professional staff. [8-4-92, 10-31-96]

8.2.3 It must follow Division procedures and guidelines. [8-4-92, 10-31-96]

8.3 County MCH Council Composition -- The Board of County Commissioners shall create a County Maternal and Child Health Council and appoint members that represent a broad spectrum of interests that may include county officials, community-based program providers, childbearing and parenting families, local school administrators, local political leaders, employees of the income support office, employees of the county field health office, maternal and child health care providers, obstetricians, family physicians, nurses, mid-level providers and hospital administrators. The membership shall also represent the geographic areas and ethnic populations within the county. [1-24-95, 10-31-96]

8.3.1 Council members who are or could be potential contractors or employees or independent contractors of a potential contractor under Section 9.2.1 must meet further requirements including: [8-4-92, 10-31-96]

8.3.1.1 They should serve only in an Advisory capacity to the council. [8-4-92, 10-31-96]

8.3.1.2 They should not participate in executive decisions of the Council relating to the County MCH Plan update, approval of proposals that are competing for a service contract, awarding of contracts for which they have competed, internal personnel decisions of contractors, and any other decision that can be determined to constitute a conflict of interest or apparent conflict of interest. [1-24-95, 10-31-96]

8.4. Eligible Items of Expenditure -- Funds made available under the Act may be used for the following types of expenditures: [8-4-92, 10-31-96]

8.4.1 Professional service contracts, including payment for gross receipts tax for a coordinator of planning and for consultants as needed. [8-4-92, 10-31-96]

8.4.2 Purchase of office supplies and other property under \$500.00. [8-4-92, 10-31-96]

8.4.3 Mileage for coordinator, consultants and council members according to guidelines established by the Department of Finance and Administration, DFA Rule 92-1, Section 6. [8-4-92, 10-31-96]

8.4.4 Per diem expenses for coordinator, consultants and council members according to guidelines established by the Department of Finance and Administration, DFA Rule 92-1, Section 4 A-B, D-G, and J-N. [8-4-92, 10-31-96]

8.4.5 Advertising expenses to attract qualified applicants for professional service contracts. [8-4-92, 10-31-96]

8.5. Ineligible Items of Expenditures -- Costs which are not eligible for funding include: [8-4-92, 10-31-96]

8.5.1 Land. [8-4-92, 10-31-96]

8.5.2 Building and construction. [8-4-92, 10-31-96]

8.5.3 Capital equipment and office furniture and other property depreciated over a period of more than one year. [8-4-92, 10-31-96]

8.5.4 Debt amortization. [8-4-92, 10-31-96]

8.5.5 Salaries and fringe benefits for county employees. [8-4-92, 10-31-96]

8.6 Reports -- The Division shall monitor the performance of the contractor(s) to ensure compliance with the intent of the act. The contractor shall submit to the Division the following reports on or before deadlines specified in the contract. [1-24-95, 10-31-96]

8.6.1 The Contractor shall submit all reports required by the Division for payments including reports of costs incurred by individual cost categories reflected in the contract budget. [8-4-92, 10-31-96]

8.6.2 The Contractor shall submit a quarterly narrative progress report which identifies all services provided and activities performed according to the Scope of Work. [1-24-95, 10-31-96]

8.6.3 The Contractor shall submit a comprehensive MCH plan on or before the specified deadline as required by the contract and as defined in Section 7, DEFINITIONS. [8-4-92, 10-31-96]

8.6.4 The Department shall review, evaluate and approve or reject the county maternal and child health plans based on its comprehensive inclusion of all components of maternal and child health services in Section 7, DEFINITIONS. [8-4-92, 10-31-96]

## **7 NMAC 30.4.9 SERVICES CONTRACTS**

9.1 Duty of the Department -- The Department may contract with a New Mexico County Commission or qualified service providers to assist counties in the provision of critical maternal and child health services in underserved areas of the state. Such efforts must be consistent with priorities set out in the Act. All applicable Division and Department procurement procedures and the New Mexico Procurement Code will be followed. [8-4-92, 10-31-96]

9.1.1 The Department shall award contracts for county maternal and child health services based upon: [8-4-92, 10-31-96]

9.1.1.1 the amount of legislatively appropriated funds for the purpose of carrying out the provisions of the County Maternal and Child Health Plan Act; [8-4-92, 10-31-96]

9.1.1.2 the county's need for services as measured in the plan by: [8-4-92, 10-31-96]

9.1.1.2.1 common and accepted maternal and child health indicators, including but not limited to: a) infant and child mortality and morbidity indicators, b) maternal mortality and morbidity indicators, c) adolescent pregnancy rates, and d) MCH provider availability and capacity; [8-4-92, 10-31-96]

9.1.1.2.2 the county's demonstration that services in its maternal and child health plan conform to the comprehensive outline of community-based MCH services described in Subsection D of Section 5, 24-1B-5, NMSA 1978 of the County Maternal and Child health Plan Act. [1-24-95, 10-31-96]

9.1.2 The Department will monitor and evaluate the performance of the Contractor to ensure compliance with the intent of the Act. [8-4-92, 10-31-96]

9.1.3 The Department will publish definitions of services that set an acceptable minimum standard for the services provided. [8-4-92, 10-31-96]

9.2 Eligibility -- In order to contract for service provision or evaluation of such services pursuant to this part of the regulations, the Contractor must meet the following requirements: [8-4-92, 10-31-96]

9.2.1 It must be a New Mexico Board of County Commissioners or a qualified organization or individual provider of services providing a service identified as needed in the County MCH Plan. [8-4-92, 10-31-96]

9.2.2 It must be in a county which has a current Division approved County Maternal and Child Health Plan according to the provisions of the Act. [8-4-92, 10-31-96]

9.2.3 It must have the capability to carry out the purposes of the Act, including qualified professional staff. [8-4-92, 10-31-96]

9.2.4 It must be an entity whose director, employees, contractors or board members do not serve in an executive or decision making capacity on the

County MCH Council. [1-24-95, 10-31-96]

9.2.5 It must have received the written endorsement of the County MCH Council and of the written approval of the Board of County Commissioners of the county in which services are proposed. [1-24-95, 10-31-96]

9.3 Eligible Items of Expenditure -- Funds made available for provision of health care services under the Act may be used for the following types of expenditures: [8-4-92, 10-31-96]

9.3.1 Salaries and benefits for employees of the Contractor. [8-4-92, 10-31-96]

9.3.2 Purchase of supplies. [8-4-92, 10-31-96]

9.3.3 Purchase, repair and/or maintenance of equipment. [8-4-92, 10-31-96]

9.3.4 Mileage and Per Diem expenses according to the Department of Finance and Administration rule 90-2, Section 7. [8-4-92, 10-31-96]

9.3.5 Professional Services Contracts. [8-4-92, 10-31-96]

9.3.6 Advertising expenses to attract interested MCH provider candidates. [8-4-92, 10-31-96]

9.3.7 Malpractice insurance premiums. [8-4-92, 10-31-96]

9.3.8 Other approved general operating expenses. [8-4-92, 10-31-96]

9.4 Ineligible Items of Expenditures -- Costs which are not eligible for funding include: [8-4-92, 10-31-96]

9.4.1 Land. [8-4-92, 10-31-96]

9.4.2 Building and construction. [8-4-92, 10-31-96]

9.4.3 Emergency Medical Services personnel, training or equipment. [8-4-92, 10-31-96]

9.4.4 School nurses. [8-4-92, 10-31-96]

9.4.5 In patient hospital care. [8-4-92, 10-31-96]

9.4.6 Debt amortization. [8-4-92, 10-31-96]

9.5 Reports -- The Division shall monitor the performance of the contractor(s) to ensure compliance with the intent of the act. The contractor shall submit to the Division the following reports on or before deadlines specified in the contract. [8-4-92, 10-31-96]

9.5.1 The Contractor shall submit all reports required by the Division for payments including reports of costs incurred by individual cost categories reflected in the contract budget. [8-4-92, 10-31-96]

9.5.2 The Contractor shall submit a quarterly narrative progress report which identifies all services provided and activities performed according to the Scope of Work. [8-4-92, 10-31-96]

9.5.3 The contractor shall participate in data collection, needs and capacities assessment, and monitoring and evaluation in coordination with the Department's efforts in this arena. [1-24-95, 10-31-96]

9.5.4 Payment of all funds under the Act is subject to Division approval of all invoices and/or reports. [1-24-95, 10-31-96]

9.6 Selection of Providers -- The Contractor must conduct all employment and professional services contracting activities based upon the following considerations: [8-4-92, 10-31-96]

9.6.1 All providers shall be considered on an equal opportunity basis according to state and federal laws and regulations which prohibit discrimination. [8-4-92, 10-31-96]

9.6.2 All candidates must be licensed or certified in New Mexico in accordance with the applicable laws and regulations of the appropriate professional governing boards or licensing agencies. [8-4-92, 10-31-96]

## **7 NMAC 30.4.10 FUND DISTRIBUTION**

10.1 Duty of the Department -- To the extent funds are made available for the purposes of the County Maternal and Child Health Plan Act, the Department shall provide for the distribution of financial assistance to eligible organizations which have applied for and demonstrated a need for

assistance in order to sustain the delivery of planning and health care services according to the specifications set forth in Chapter 24-1B, NMSA 1978. The Department may apply a formula for county contribution to the implementation of its plan based on legislative appropriation and the county's relative worth as measured by its population, per-capita income, gross receipts tax base and average property value. [8-4-92, 10-31-96]

10.2 Eligibility -- In order to be eligible to receive financial assistance through the Act, the following requirements, in addition to the requirements in Section 8.2 and Section 9.2, must be met by an eligible program: [8-4-92, 10-31-96]

10.2.1 It must be a New Mexico Board of County Commissioners or an eligible provider of services who is fully certified or licensed to practice in New Mexico in accordance with the applicable laws and regulations of the appropriate professional governing boards or licensing agencies. [8-4-92, 10-31-96]

10.2.2 It must be an entity whose director, employees, contractors or board members do not serve in an executive or decision making capacity on the County MCH Council. [1-24-95, 10-31-96]

10.2.3 It must have policies and procedures which assure that no person will be denied services because of inability to pay. The program must also have billing policies and procedures which maximize patient accessibility to its services. [8-4-92, 10-31-96]

10.2.4 It must agree to submit for payment by the Department only the services which have been Division approved in the Plan for the county and designated in the Contract. [8-4-92, 10-31-96]

10.2.5 It must maximize other sources of funding. [8-4-92, 10-31-96]

10.3 Distribution of Financial Assistance -- In any fiscal year, the distribution of financial assistance for maternal and child health services to an eligible county or other eligible contractor selected pursuant to these regulations shall be determined according to the following guidelines: [8-4-92, 10-31-96]

10.3.1 The relative need of an eligible county or other eligible provider for financial assistance shall be determined by taking into consideration the following primary criteria: [8-4-92, 10-31-96]

10.3.1.1 The relative need of the county for financial assistance as demonstrated in the approved plan and the application process. [8-4-92, 10-31-96]

10.3.1.2 The priority of the need as addressed in the county's approved plan. [8-4-92, 10-31-96]

10.3.1.3 The commitment made by the county to implement its approved plan. [8-4-92, 10-31-96]

10.3.1.4 The amount of available funds available from the Department for provision of services. [8-4-92, 10-31-96]

10.3.1.5 The comprehensive County MCH Plan shall be completely reviewed and updated at the request of the Board if the plan as implemented is not achieving the stated goals or if the needs of the local population have changed. The Department may request that the plan be reviewed and updated for the same or other appropriate and pertinent reasons. All reviews and updates shall be done according to the guidance and format provided in the County MCH Plan Act Request for Proposal. [1-24-95, 10-31-96]

10.4 Funding Authority -- At the discretion of the Department, selection among proposals which have shown need under #10.3 will be made based on the following criteria: [8-4-92, 10-31-96]

10.4.1 Proposals which demonstrate measures to increase the productivity and/or improve the efficiency of the applicant's maternal and child health care services. [8-4-92, 10-31-96]

10.4.2 Proposals which demonstrate coordination and/or innovative relationships with Public Health Offices and other health care services; [8-4-92, 10-31-96]

10.4.3 Proposals which demonstrate innovative methods for eliminating or reducing access barriers to services. [8-4-92, 10-31-96]

10.4.4 Proposals which demonstrate utilization of other sources of funding. [8-4-92, 10-31-96]

10.5 Award of Contracts -- The Division will award contracts in accordance with the New Mexico Procurement Code and applicable Department regulations. Opportunities for application for contracts will be provided according to the New Mexico Procurement Code and applicable Department regulations. [8-4-92, 10-31-96]

10.6 Protest Procedure -- Any offeror or contractor who is aggrieved in connection with the award process must use the protest procedure established by the New Mexico Procurement Code and applicable Department regulations. [8-4-92, 10-31-96]

10.6.1 Extension of Time -- No extension of the time for the filing of any pleading or document shall be granted, unless the person seeking the extension can show, to the satisfaction of the Secretary or the Secretary's designated representative, that there is good cause for the extension. Requests for extension of time must be received in advance of the date on which the pleading or document is due to be filed. [8-4-92, 10-31-96]

10.7 Duplicate Funding Disallowed -- Applications for financial assistance through the Act must be accompanied by a certified statement that the eligible program shall not claim or be reimbursed by any Act monies for items or program expenditures paid for by clients, insurance, State, Federal or other grant funds. [8-4-92, 10-31-96]

10.8 Expenditure Plans -- All contractors must submit to the Department, for approval, plans which show how awarded funds will be expended during the contract period. The Department may, at its discretion, amend or terminate any contract if either the contractor's plan or its progress is not satisfactory to the Department. [8-4-92, 10-31-96]

10.9 Redistribution of Funds -- Funds becoming available subsequent to the initial distribution made pursuant to Section 10.7, or recouped pursuant to Section 10.8 may be awarded to eligible programs by contract or contract amendment at any time at the discretion of the Department, and shall not be required to be carried over to the next fiscal year. [8-4-92, 10-31-96]

## **7 NMAC 30.4.11 OTHER PROVISIONS**

11.1 Severability -- If any part or application of the County Maternal and Child Health Plan Act regulation is held invalid, the remainder or its application to other situations or persons shall not be affected. [8-4-92, 10-31-96]

11.2 Effect of Departmental Regulations -- These regulations are subject to various general regulations of the Department of Health as and when promulgated, including regulations governing regulation promulgation, and regulations on public access to information. [8-4-92, 10-31-96]

## **APPENDIX J**

## The Ten Essential Public Health Services

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Frequently, public health professionals refer to the essential public health services. The essential public health services were developed as a companion to the three core public health functions. In their 1988 report, *The Future of Public Health*, the Institutes of Medicine (IOM) defined the three core functions of governmental public health as assessment, policy development, and assurance. The essential public health services were developed in 1994 by the Essential Public Health Services Work Group of the Core Public Health Functions Steering Committee. The essential public health services grew out of a need to better communicate the scope and importance of governmental public health to the general public and legislators.

1. Monitor health status to identify community problems.
2. Diagnose and investigate health problems and health hazards in the community.
3. Inform, educate, and empower people about health issues.
4. Mobilize community partnerships and action to identify and solve health problems.
5. Develop policies and plans that support individual and community health efforts.
6. Enforce laws and regulations that protect health and ensure safety.
7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable.
8. Assure a competent public health and personal health care workforce.
9. Evaluate effectiveness, accessibility, and quality of personal and population-based health services.
10. Research for new insights and innovative solutions to health problems.

## APPENDIX K

### SAMPLE CONTRACT for: Governmental agencies, Tribal Council, Public Educational Institutions

#### MEMORANDUM OF AGREEMENT

Between  
New Mexico Department of Health  
And  
XXX County

This Agreement entered into between New Mexico Department of Health (DOH) and XXX County, the entity providing services (Entity).

#### Article I: Purpose

The purpose of this agreement is to provide support for positive health outcomes in New Mexico through the community health improvement process (CHIP) implemented by Community Health Councils (CHCs)

#### Article II: Scope of Work

A. The Entity shall perform the following work:

1. Support the community health improvement process through coordination of the health council, council development, assessment and planning and council action and leadership.

##### Coordination

2. Provide support for the ongoing development and continued work of the County or Tribal CHC by employing or contracting with the equivalent of a full-time (40hr/wk) CHC coordinator who shall coordinate council activities as outlined in this Scope of Work. Provide the Office of Health Promotion and Community Health Improvement (OHPCHI) with documentation of hiring/contracting within 45 days after contract approval.

##### 3. Council Development

- a. Provide a copy of council membership with evidence of local county board of commissioners' or tribal council's endorsement of health council membership reflecting representation of a broad spectrum of interest, geographic area, ethnic population in compliance with the Maternal and Child Health (MCH) Plan Act. Submit the Council roster on the form provided by the OHPCHI no later than September 15, 20XX.

- b. Ensure no conflict of interest among council membership. Maintain a membership list of the CHC and of the fiscal agent leadership and staff documenting that no CHC members serve in both the CHC and the fiscal agent organization in voting or decision-making roles. Ex-officio roles are acceptable. Neutrality must be maintained, in compliance with the MCH Plan Act.
  - c. Assure attendance by the health council coordinator(s) at Regional quarterly meetings and trainings provided by the Community Health Improvement (CHI) coordinator and the State OHPCHI in conjunction with the quarterly meetings.
  - d. Assure the full council or a Leadership Team will meet monthly to address the work of the health council. Submit minutes of Leadership Team and/or minutes of the full health council meetings and any sub-committee meetings to the OHPCHI monthly.
4. Assessment and Planning
- a. Implement the health council annual work plan developed in FYXX.
  - b. Submit summary/evaluation report of the annual work plan strategies to the OHPCHI, by June 15, 20XX.
  - c. Develop a health council annual work plan for FYXX by June 15, 20XX.

#### Council Action and Leadership

5. Facilitate community-wide collaborative strategies and activities to address the council's identified priorities of 1) Access to Health Care and 2) Substance Abuse through the following:
- a. Enhance collaboration and linkages between the health council and local public health system partners, including but not limited to the Local Behavioral Health Collaborative, School Based Health Centers, Primary Care Centers and Public Health Offices, to address coverage and access to health care and substance abuse by facilitating the following:
    - i) Identify desired outcome for actions that will increase collaboration between local public health system partners.
    - ii) Coordinate the proposed health council's actions to address the identified priorities and assure collaboration and integration of council actions with other public health system partners involved in these identified health priorities.
  - b. Participate in the on-line reporting system to report monthly activities facilitated by the

- health council to address council development , community assessment and council action. Participation to include:
- i) Attendance at trainings/technical assistance on updates to the on-line reporting system provided at Regional quarterly meetings;
  - ii) Submit on-line /electronic reports to the OHPCHI monthly to be submitted by the 15<sup>th</sup> of each month following the month in which the council activities were completed. The final report due by June 15, 20XX.
- c. Address local health disparities through the following:
- i) Identify and discuss sources of health disparities (not only health care disparities), including social determinants (e.g., poverty, education) and identify policy options to increase equity (reduce disparities). Submit a brief summary of discussion and ideas to the OHPCHI by March 15, 20XX.
  - ii) Identify populations more likely to face barriers to access care (ex: language, transportation) and provide educational/informational material appropriate to the language and culture of the targeted groups.
6. Provide the OHPCHI with Quarterly reports documenting activities to build and maintain an effective organization through coordinating, planning and assessing of local resources and services and other activities conducted. This quarterly report is pursuant to the requirements of the Joint Powers Agreement (JPA) between, the Human Services Department and the Department of Health. Reports must include specific information focusing on the following:
- a. Monitor the medical/dental/mental health delivery systems for changes that would impact the service delivery system (ex: loss of a local medical clinic, increase in the number of dentists accepting Medicaid);
  - b. Identify gaps or duplication of medical/dental/mental services to children and women of childbearing age and develop strategies to improve the delivery and coordination of these services;
  - c. Develop strategies to assess or increase the capacity of local medical/dental/mental programs in relationship to the specific population or geographic area;
  - d. Work with other agencies and/or providers that provide medical/dental/mental services to improve early identification and the coordination and delivery of services, to expand access to specific Medicaid-eligible populations, as identified in the local County/Tribal Health Profile, increase provider participation and improve provider relations;
  - e. Develop medical referral sources such as directories of Medicaid providers who will provide services to the targeted population;
  - f. Reports are due to the OHPCHI by Oct. 15, 20XX and Jan. 15, April 15, June 15, 20XX.
7. Submit any materials developed for public or media distribution to include but not be limited to advertising or media campaigns, pamphlets, brochures, etc., or public service announcements to the Program Manager and the Department of Health Communications Director for approval prior to finalization and distribution.

8. Ensure diversity of programs and structure. Ensure that programs offered meet the federal cultural and linguistic access standards to better serve the target population.
9. Agree not to subcontract any portion of the services to be performed under this Agreement without the prior written approval of the DOH. Subcontractor(s) will be responsible for paying his/her portions of FICA, as well as other applicable federal, state and local taxes.
10. Obtain and maintain current written agreement of participation with all school sites or school districts at which education services will be provided through 06/30/20XX, regarding implementation of program activities. Provide a copy of this signed agreement to the OHPCHI before services in the school begins (**if applicable**).
11. Identify the Public Health Division (PHD) in any published documents, media presentations, training programs, training materials, brochures, and any other materials and programs which are developed under the Scope of Work or through the budget of this Agreement.

**GENERAL PROVISIONS**

12. Performance will be monitored and evaluated by periodic on site work reviews, review of quarterly and monthly reports, and scheduled consultations with the DOH/PHD/OHPCHI Program.

Deliverables	FYXX Budget	Total
Council roster by 9-15-XX9		
Quarterly Regional meetings/trainings attendance (4 meetings @ \$1,000/each)		
Minutes of leadership team meetings and full health council meetings, submit monthly \$600.00/set of minutes		
Quarterly reports due by 10/15/XX, 01/15/XX, 4/15/XX, & 6/15/XX at \$1,000/report		
Report on implementation of FYXX work plan by June 15,20XX.		
Health council work plan for 20XX by June 15, 20XX		
On-line report: address access to health care priority: 12 monthly reports @\$1,200.00 ea.		
On-line report: address substance abuse priority: 12 monthly reports @\$1,200.00 ea.		
<b>TOTAL</b>		

13. NM DOH/PHD/OHPCHI will pay the ENTITY based upon deliverables completed after receipt and approval of monthly invoices. The PHD reserves the right to conduct program audits to verify program compliance, quality and completeness and to request periodic progress reports.

14. The ENTITY may make adjustments or changes not to exceed the total amount payable under the agreement with written prior approval of the OHPCHI Program

15. The ENTITY will be responsible for paying employer and employee portions of FICA, as well as other applicable federal, state and local taxes.

16. The ENTITY agrees to submit invoices for services provided within thirty (30) days of the month in which services were delivered. In addition, notwithstanding Article 4, Paragraph B the ENTITY agrees to submit the final invoice for services provided in June within the first week of the following July.

17. The ENTITY shall maintain detailed time records and/or expenditure records indicating the nature of activities and expenditures related to the contract Scope of Work. These records may be subject to audit and/or inspection, as provided by law.

B. Services will be performed within XXX County

C. Performance Measures.

Through satisfactory completion of the Scope of Work set forth above, the Entity will assist the Department to meet the portions of its 20XX Strategic Plan that relate to the Department's mission to prevent, protect, provide, promote and partner to improve health services systems and assure that critical public health functions and safety net services are available. Further, a specific measure identified is:

Pursuant to: The Health Systems Bureau FYXX Supplemental Performance Measures  
Program Area 2: Public Health

Task 1: Inform, educate, and empower New Mexicans about state and local health issues

Task 2: Mobilize community partnerships to identify and solve health problems.

Task 3: Support the development of policies and plans that support individual and community health efforts.

Annual Performance Measures

- Number of community partners and constituencies working to inform, educate and empower residents about state and local health issues.

- Number of community partners and constituencies mobilized to identify and solve health problems
- Number of community partners and constituencies assessing and prioritizing health priorities.
- Number of community partners and constituencies implementing and evaluating evidence/practice based strategies to address state and local health priorities.
- Number of community partners and constituencies developing plans, policies and regulations designed to assure and improve the health of New Mexico communities.
- Number of community partners and constituencies demonstrating collaboration and linkages to local and state public health systems.

Article III: Administering Agency

The administering agency is the DOH.

Article IV: Compensation

- A. The total amount payable to the Entity under this Agreement, including gross receipts tax and expenses, shall not exceed \$XXXXXX. This amount is a maximum and not a guarantee that the work assigned to Entity under this Agreement to be performed shall equal the amount stated herein.**
- B. The DOH shall pay to the Entity in full payment for services satisfactorily performed based upon deliverables, such compensation not to exceed \$XXXXXX (as set forth in Paragraph A) including gross receipts tax. Payment is subject to availability of funds pursuant to the Appropriations Paragraph 7 set forth below and to any negotiations between the parties from year to year pursuant to Article II, Scope of Work.. All invoices **MUST BE** received by the DOH 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 Entity shall submit to the DOH 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. Entity must submit a detailed statement accounting for all services performed and expenses incurred. If the DOH finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Entity that payment is requested, it shall provide the Entity a letter of exception explaining the defect or objection to the services, and outlining steps the Entity may take to provide remedial

action. Upon certification by the DOH that the services have been received and accepted, payment shall be tendered to the Entity 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 DOH shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

Article V: Property

The parties understand and agree that property acquired under this Agreement shall be the property of the DOH.

Article VI. Client Records and Confidentiality

- A. The Entity 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 DOH.
- B. The Entity 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 DOH.
- C. The Entity 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 Entity may reasonably be expected to have access to DOHs' Protected Health Information (PHI) and is not a Covered Entity as defined by HIPAA, Entity shall execute the HIPAA Business Associate Agreement, which is hereby incorporated and made part of this Agreement as Attachment 1.

Article VII: Funds Accountability

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

Article VIII: Liability

As between the parties, each party will be responsible for claims or damages arising from personal injury or damage to persons or tangible property to the extent they result from negligence of its employees, subject in all cases to the immunities and limitations of the

New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978, as amended.

Article IX: Termination of Agreement

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. The Entity 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 Entity if the Entity becomes unable to perform the services contracted for, as determined by the DOH or if, during the term of this Agreement, the Entity 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 ENTITY'S DEFAULT/BREACH OF THIS AGREEMENT.

Article X: Applicable Law

The laws of the State of New Mexico shall govern this Agreement, 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 Agreement, PROVIDER 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 Agreement. The parties agree to abide by all state and federal laws and regulations.

Article XI. Period of Agreement:

This Agreement shall be effective July 1, 20XX or upon approval of both parties, whichever is later and shall terminate on **June 30, 20XX** or as stated in **ARTICLE IX, Termination of Agreement**. Any and all amendments shall be made in writing and shall be agreed to and executed by the respective parties before becoming effective.

**New Mexico Department of Health**

**Entity: XXX County**

By: \_\_\_\_\_  
Alfredo Vigil, M.D., Secretary  
NM Department of Health

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Office of General Counsel  
for legal sufficiency

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX L

### **SAMPLE PROFESSIONAL SERVICES CONTRACT (PSC) for: Non-Profit agencies, for-profit agencies**

#### **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 XXXXX, 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 CONTRACTOR shall perform the following work:

1. Provide support for the ongoing development and continued work of the County or Tribal Community Health Council (CHC) by employing or contracting with the equivalent of a full-time (40hr/wk) CHC coordinator who shall coordinate council activities as outlined in this Scope of Work. Provide the Office of Health Promotion and Community Health Improvement (OHPCHI) with documentation of hiring/contracting within 45 days after contract approval.
2. Provide a copy of council membership with evidence of local county board of commissioners’ or tribal council’s endorsement of health council membership reflecting representation of a broad spectrum of interest, geographic area, ethnic population in compliance with the Maternal and Child Health (MCH) Plan Act. Submit the Council roster on the form provided by the OHPCHI no later than September 15, 20XX.
3. Ensure no conflict of interest among council membership. Maintain a membership list of the CHC and of the fiscal agent leadership and staff documenting that no CHC members serve in both the CHC and the fiscal agent organization in voting or decision-making roles. Ex-officio roles are acceptable. Neutrality must be maintained, in compliance with the MCH Plan Act.
4. Assure the full council or a Leadership Team will meet monthly to address the work of the health council. Submit minutes of Leadership Team and/or minutes of the full health council meetings and any sub-committee meetings to the OHPCHI monthly.

5. Assure attendance by the health council coordinator(s) at Regional quarterly meetings and trainings provided by the Community Health Improvement (CHI) coordinator and the State OHPCHI in conjunction with the quarterly meetings.
6. Support the health council's assessment and planning work to include:
  - a). Implement the health council annual work plan developed in FYXX.
  - b) Submit a summary/evaluation report of the annual work plan strategies to the OHPCHI, by June 15, 20XX.
  - c) Develop a health council annual work plan for FYXX by June 15, 20XX.
7. Support community-wide collaborative strategies and activities to address the council's identified priorities of 1) Domestic Violence, 2) Substance Abuse; 3) Access to care through the following:
  - a) Enhance collaboration and linkages between the health council and local public health system partners, including but not limited to the Local Behavioral Health Collaborative, School Based Health Centers, Primary Care Centers and Public Health Offices, to address domestic violence/sexual assault, substance abuse and access to care by facilitating the following:
    - i) Identify desired outcome for actions that will increase collaboration between local public health system partners.
    - ii) Coordinate the proposed health council's actions to address the identified priorities and assure collaboration and integration of council actions with other public health system partners involved in these identified health priorities.
  - b) Participate in the on-line reporting system to report monthly activities facilitated by the health council to address council development, community assessment and council action. Participation to include:
    - i) Attendance at trainings/technical assistance on how to use the on-line reporting system provided at Regional quarterly meetings
    - ii) Submit on-line/electronic reports to the OHPCHI monthly to be submitted by the 15<sup>th</sup> of the month following the month in which the council activities were completed. The final report due by June 15, 20XX.
8. Address local health disparities through the following:
  - a) Identify any sources of health disparities (not only health care disparities), including social determinants (e.g., poverty, education) and identify policy options to increase equity (reduce disparities). Submit a brief summary of discussion and ideas to the OHPCHI by March 15, 20XX.
  - b) Identify populations more likely to face barriers to access care (ex: language, transportation) and provide educational/informational material appropriate to the language and culture of the targeted groups.
9. Provide the OHPCHI with Quarterly reports documenting activities to build and maintain

an effective organization through coordinating, planning and assessing of local resources and services and other activities conducted. This quarterly report is pursuant to the requirements of the Joint Powers Agreement (JPA) between, the Human Services Department and the Department of Health. Reports must include specific information focusing on the following:

- a). Monitor the medical/dental/mental health delivery systems for changes that would impact the service delivery system (ex: loss of a local medical clinic, increase in the number of dentists accepting Medicaid);
  - b) Identify gaps or duplication of medical/dental/mental services to children and women of childbearing age and develop strategies to improve the delivery and coordination of these services;
  - c) Develop strategies to assess or increase the capacity of local medical/dental/mental programs in relationship to the specific population or geographic area;
  - d) Work with other agencies and/or providers that provide medical/dental/mental services to improve early identification and the coordination and delivery of services, to expand access to specific Medicaid-eligible populations, as identified in the local County/Tribal Health Profile, increase provider participation and improve provider relations;
  - e) Develop medical referral sources such as directories of Medicaid providers who will provide services to the targeted population;
  - f) Reports are due to the OHPCHI by Oct. 15, 20XX, and Jan. 15, April 15, June 15, 20XX.
10. Agree not to subcontract any portion of the services to be performed under this contract without the prior written approval of the Department.
  11. Obtain and maintain current written agreement of participation with all school sites or school districts at which education services will be provided through 06/30/20XX, regarding implementation of program activities. Provide a copy of this signed agreement to the OHPCHI before services in the school begins (**if applicable**).
  12. Submit any materials developed for public or media distribution to include but not be limited to advertising or media campaigns, pamphlets, brochures, etc., or public service announcements to the Program Manager and the Department of Health Communications Director for approval prior to finalization and distribution.
  13. Ensure diversity of programs and structure. Ensure that programs offered meet the federal cultural and linguistic access standards to better serve the target population.
  14. Identify the Public Health Division (PHD) in any published documents, media, presentations, training programs, training materials, brochures, and any other materials and programs which are developed under the scope of Work or through the budget of this

contract.

**General Provisions**

15. Performance will be monitored and evaluated by periodic on site work reviews, review of quarterly and monthly reports and schedules consultations with the Department/PHD/OHPCHI.

16. Budget

Deliverables	FYXX Budget	Total
Council roster by 9-15-XX9		
Quarterly Regional meetings/trainings attendance (4 meetings @ \$1,000/each)		
Minutes of leadership team meetings and full health council meetings , submit monthly \$600.00/set of minutes		
Quarterly reports due by 10/15/XX, 01/15/XX, 4/15/XX, & 6/15/XX at \$1,000/report		
Report on implementation of FYXX work plan by June 15,20XX.		
Health council work plan for 20XX by June 15, 20XX		
On-line report: address access to health care priority: 12 monthly reports @\$1,200.00 ea.		
On-line report: address substance abuse priority: 12 monthly reports @\$1,200.00 ea.		
TOTAL		

17. NM DOH/PHD/OHPCHI will pay the ENTITY based upon deliverables completed after receipt and approval of monthly invoices. The PHD reserves the right to conduct program audits to verify program compliance, quality and completeness and to request periodic progress reports.

18. The ENTITY may make adjustments or changes not to exceed the total amount payable under the agreement with written prior approval of the OHPCHI Program

19. The ENTITY will be responsible for paying employer and employee portions of FICA, as well as other applicable federal, state and local taxes.

20. The ENTITY agrees to submit invoices for services provided within thirty (30) days of the month in which services were delivered. In addition, not withstanding Article 4, Paragraph B the

ENTITY agrees to submit the final invoice for services provided in June within the first week of the following July.

17. The ENTITY shall maintain detailed time records and/or expenditure records indicating the nature of activities and expenditures related to the contract Scope of Work. These records may be subject to audit and/or inspection, as provided by law.

B. Services will be performed within XXXXX COUNTY

C. Performance Measures.

CONTRACTOR shall substantially perform the following Performance Measures:

Pursuant to: The Health Systems Bureau FYXX Supplemental Performance Measures  
Program Area 2: Public Health

Task 1: Inform, educate, and empower New Mexicans about state and local health issues

Task 2: Mobilize community partnerships to identify and solve health problems.

Task 3: Support the development of policies and plans that support individual and community health efforts.

#### Annual Performance Measures

1. Number of community partners and constituencies working to inform, educate and empower residents about state and local health issues.
2. Number of community partners and constituencies mobilized to identify and solve health problems
3. Number of community partners and constituencies assessing and prioritizing health priorities.
4. Number of community partners and constituencies implementing and evaluating evidence/practice based strategies to address state and local health priorities.
5. Number of community partners and constituencies developing plans, policies and regulations designed to assure and improve the health of New Mexico communities.
6. Number of community partners and constituencies demonstrating collaboration and linkages to local and state public health systems.

## 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 \$XXXXXXX. 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 \_\_\_\_\_ dollars (\$\_\_\_\_\_) based upon deliverables, such compensation not to exceed \$XXXXXXXX (as set forth in Paragraph A) including gross receipts tax.

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. **CHOICE – MULTI-YEAR** – The DEPARTMENT shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of \_\_\_\_\_ dollars (\$\_\_\_\_\_) in FYXX (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX totaling (AMOUNT) shall be paid by the DEPARTMENT to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT) in FYXX.**

(REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

D. Payment in FYXX, FYXX, FYXX, and FYXX is subject to availability of funds pursuant to the Appropriations Paragraph 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.

E. 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

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 \_\_\_\_\_, 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.

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: \_\_\_\_\_

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**CERTIFIED FOR LEGAL SUFFICIENCY:**

By: \_\_\_\_\_

Department of Health  
Assistant General Counsel

Date: \_\_\_\_\_

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**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: \_\_\_\_\_

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**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

This CONTRACT is approved and effective the date shown:

By: \_\_\_\_\_

State Contracts Officer

Date: \_\_\_\_\_

**APPENDIX M**  
**(for PSC only)**  
**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)