

New Mexico Department of Health, Public Health Division
Office of Primary Care and Rural Health

Legal Notice of Request for Proposals

The New Mexico Department of Health (DOH), Public Health Division (PHD), Office of Primary Care and Rural Health is issuing a Primary Health Care Services for Women in Santa Fe County Request for Proposals (RFP) to provide operational support to an eligible program(s) that demonstrates a need for assistance in providing primary health care services to women in Santa Fe County. Eligible programs must be a New Mexico non-profit community-based entity that provides primary health care services to women in Santa Fe County. These services must be provided in accordance with applicable federal, state, and local laws.

An annual appropriation of \$60,000 is available for contracting. The contract(s) shall become effective upon approval of the Department of Finance and Administration and shall continue for a four-year period at the discretion of the DOH contingent upon sufficient funding and satisfactory Scope of Work performance.

The RFP can be downloaded from the Department of Health website at www.health.state.nm.us.

Offerors may contact: LeeAnn Roberts, Office of Primary Care & Rural Health, 300 San Mateo Blvd. NE, Ste. 900, Albuquerque, New Mexico 87108. Email communication to LeeAnn.Roberts@state.nm.us is preferable.

Offerors interested in submitting a proposal must submit the “Acknowledgement of Receipt of RFP/Intent to Submit form by October 25, 2011.

Proposals must be received for review by 5:00 pm MST on November 21, 2011. 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.

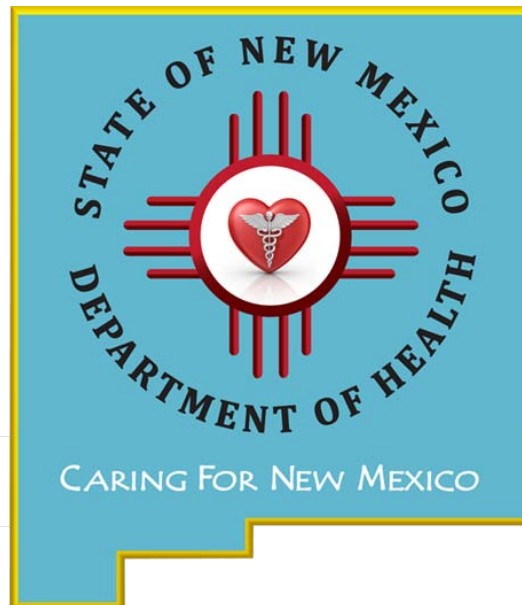
If you are a person with a disability who is in need of a reader, amplifier, sign language interpreter or any other form of auxiliary aid or service to participate, please contact the New Mexico Relay Network at 1-800-659-8331. Public documents including the RFP can be provided in various accessible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

REQUEST FOR PROPOSALS
Office of Primary Care and Rural Health

Primary Health Care Services for Women in Santa Fe County

Date of Issuance: October 20, 2011

Deadline for Submission: November 21, 2011



PUBLIC HEALTH DIVISION
Health Systems Bureau/Office of Primary Care and Rural Health

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I. INTRODUCTION

A. **Purpose of this Request for Proposals**

The purpose of this request for proposal (RFP) is to provide funding to an eligible program(s) that has applied for, and demonstrated a need for, operational support in meeting the primary health care needs of women in Santa Fe County. The Primary Health Care Services for Women in Santa Fe County RFP will result in one or more Offerors being selected for a contract.

B. **Summary Scope of Work**

The contract(s) resulting from this RFP will require the contractor, at a minimum, to report on the need for operational support and the status of sustainability necessary to provide primary health care services for women in Santa Fe County. Appendix B is a sample template of a contract.

C. **Scope of Procurement**

Professional Services Contract(s) shall become effective upon approval of the Department of Finance and Administration and shall continue for a four-year period at the discretion of the Department of Health (DOH) contingent upon sufficient funding and satisfactory Scope of Work performance. The contract(s) resulting from this RFP cannot exceed a combined total of \$60,000 per fiscal year.

D. **Procurement Agent**

The Agency has designated a Procurement Agent who is responsible for the conduct of this procurement whose name, address and telephone numbers are listed below:

LeeAnn Roberts, Procurement Agent
Department of Health
Office of Primary Care & Rural Health
300 San Mateo Blvd. NE Suite 900
Albuquerque, NM, 87108
Phone: 505-383-0123
E-mail: LeeAnn.Roberts@state.nm.us

All submissions responding to this RFP will be through the above email address.

Any inquiries or requests regarding this procurement should be submitted to the Procurement Agent in writing, via email. Offerors may contact ONLY the Procurement Agent regarding the procurement. Other state employees do not have the authority to respond on behalf of the Agency.

E. **Definition of Terminology**

This section contains definitions and abbreviations that are used throughout this procurement document.

“Agency” means the Department of Health.

“Close of Business” means 5:00 pm Mountain Time.

“Contract” means a written agreement for the procurement of tangible personal property or services.

“Contractor” means a successful Offeror who enters into a binding contract.

“Department” means the Department of Health.

“Determination” means the written documentation of a decision by the Program Agent including findings of fact supporting a decision. A determination becomes part of the procurement file.

“Desirable” the terms “may”, “can”, “should”, “preferably”, or “prefers” identify at desirable or discretionary item or factor (as opposed to “mandatory”).

“Division” means the Public Health Division of the New Mexico Department of Health.

“DOH” means the Department of Health for the State of New Mexico.

“Evaluation Committee” means a body appointed by the Agency management to perform the evaluation of Offeror proposals.

“Evaluation Committee Report” means a document prepared by the Procurement Agent and the Evaluation Committee for submission to the Public Health Division (PHD) for contract award. It contains all written determinations resulting from the procurement.

“Finalist” is defined as an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“Fiscal Year” means the state fiscal year which runs from July 1 through June 30 (e.g., FY12 is July 1, 2011 through June 30, 2012).

“Mandatory” The terms “must”, “shall”, “will”, “is required” or “are required”, identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“Medically Indigent” .means individuals who are unable to afford all medical care that they require. This includes both those individuals below the federal poverty level not covered by Medicaid, Medicare or other third party health care insurance and those individuals between 100 percent and 200 percent of federal poverty levels who are not covered by any third party health insurance. Medically indigent individuals are usually expected to pay for some portion of the cost of their health care based upon the level of their income.

“Non-profit Corporation” means 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.

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

“Primary health care services” means services provided at the first level of basic or general health care for an individual's health needs, including medical, dental and behavioral health diagnostic and treatment services and supportive services. Any dental or behavioral health services shall be provided in conjunction with primary medical services. Primary health care services are those provided as part of either general practice, family practice, obstetrics, gynecology, pediatrics or general internal medicine.

“Prior Approval” means 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.

"Procurement Agent" means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

"State Procurement Agent" or "SPA" means the purchasing agent for the State of New Mexico or a designated representative.

"Subcontract" means an agreement whereby a Contractor transfers money to an organization or individual by a contractual agreement to acquire services from a third party.

"Subcontractor" means an organization, which provides services with funds awarded as a result of this RFP under a negotiated agreement with the successful Offeror.

F. Background Information

This section provides background on the Department of Health, the Public Health Division, and the operating environment of the Agency/Department which may be helpful to the Offeror in preparing the proposal. The information is provided as an overview and is not intended to be a complete and exhaustive description.

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.

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.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. Sequence of Events

The Procurement Agent will make every effort to adhere the following schedule:

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1. Issue of RFP	Agency	10/20/11
2. Submission of Acknowledgement of Receipt of RFP and Intent to Submit form	Potential Offerors	10/25/11
3. Deadline to Submit Questions	Potential Offerors	10/31/11
4. Response to Written Questions/RFP Amendments	Agency	11/02/11
5. Submission of Proposal	Offeror	11/21/11
6. Proposal Evaluation	Evaluation Committee	11/28/11
7. Selection of Finalists	Agency	11/30/11
8. Contract Award	Agency	12/09/11
9. Finalize Contract	Agency, Offeror	12/14/11

B. Explanation of Events

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue of RFP

The New Mexico Department of Health, Office of Primary Care and Rural Health is issuing the RFP on October 20, 2011.

2. Acknowledgement of Receipt of RFP/Intent to Submit

Potential offers must email "Acknowledgement of Receipt of RFP and Intent to Submit form" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should indicate the authorized representative of the organization, be dated and returned by email, by close of business on October 25, 2011, to the Procurement Agent. The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return the Acknowledgement of Receipt of RFP and Intent to Submit form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the Offeror's organization name shall be deleted from the procurement distribution list.

3. Deadline to Submit Written Questions

Potential offers may submit written questions as to the intent or clarity of this RFP until close of business on October 31, 2011. All written questions must be emailed to the Procurement Agent (See Section I, Paragraph D).

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be emailed on November 2, 2011 to all potential offers whose organization name appears on the procurement distribution list.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT AGENT OR DESIGNEE NO LATER THAN 5:00 PM MOUNTAIN TIME ON November 21, 2011. Proposals received after this deadline will not be accepted.

This RFP process will incorporate electronic submission options. Proposals must be emailed to the email address listed in Section I, Paragraph D.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offers prior to contract award.

6. Proposal Evaluation

An evaluation committee appointed by the agency management will perform the evaluation of proposals. This process will take place November 28, 2011. The Procurement Agent may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors. (see Section IV)

7. Selection of Finalists

The Evaluation Committee will make recommendations to the Public Health Division. Once Public Health Division approval is received, the Procurement Agent will notify the finalist(s). Only the finalist(s) will be invited to participate in the subsequent steps of the procurement.

8. Contract Awards

A contract shall be awarded to the Offeror(s) whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate State approvals.

9. Finalize Contracts

The contract will be finalized with the most advantageous Offeror upon Department of Finance and Administration approval. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

10. Protest Deadline

Any protest by an offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offerors shall begin on the day of knowledge of contract award. Protests must be written and must include the name and address of the protestor and the request for proposal's number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the State Purchasing Agent. The protest must be delivered to the Procurement Agent.

LeeAnn Roberts
Office of Primary Care & Rural Health
Department of Health

300 San Mateo Blvd. NE Suite 900
Albuquerque, NM 87108
E-mail: LeeAnn.Roberts@state.nm.us

C. **General Requirements**

This procurement will be conducted in accordance with the State Purchasing Agent's procurement regulations, 1NMAC5.2.

1. **Acceptance of Conditions Governing the Procurement**

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the Letter of Transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Sections III and IV of this RFP. Additional information about the required Letter of Transmittal can be found in Section IV-C-1.

2. **Incurring Cost**

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3. **Prime Contractor Responsibility**

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Agency. The Agency will make contract payments to only the prime contractor.

4. **Subcontractors**

Subcontracting of work is acceptable with prior written approval from the issuing Agency

5. **Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.

6. **Offerors' Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Agent.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. **Proposal Offer Firm**

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

8. **Disclosure of Proposal Contents**

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Agent will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the nonconfidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the State Purchasing Agent shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates the State of New Mexico or any of its Agencies to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of the State of New Mexico.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Agent.

13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by the Agency in writing through the Procurement Agent or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in Appendix I, "Contract Terms and Conditions". However, the Agency reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract. Should a successful Offeror object to

any of the Agency terms and conditions, as contained in this Section or in Appendix B, that successful Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the successful Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the successful Offeror's proposal. Successful Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

Pursuant to 13-1-118 NMSA and DFA Rule 2NMAC40.2, all professional services contracts which may involve the aggregate expenditure of more than \$200,000.00 shall be reviewed and approved by the Attorney General and the Department of Finance and Administration prior to execution by the Agency.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions, which they expect to have included in a contract negotiated with the Agency.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Agency and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

Eligible Offerors requesting funding shall:

- a. be a New Mexico nonprofit community-based entity with 501(c)(3) tax exempt status that provides primary health care services to residents, including women, of Santa Fe County; and
- b. have policies and procedures which ensure that no person will be denied primary health care services they require because of inability to pay.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

21. Notice

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

22. Agency Rights

The Agency reserves the right to accept all or a portion of an Offeror's proposal.

23. **Right to Publish**
Throughout the duration of this procurement process and contract term, potential Offerors, Offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.
24. **Ownership of Proposals**
All documents submitted in response to this Request for Proposals shall become the property of the Agency and the State of New Mexico. However, any technical or user documentation submitted with the proposals of non-selected Offerors shall be returned after the expiration of the protest period.
25. **Electronic mail address required**
Communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.
26. **Use of Electronic Versions of this RFP**
This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Department of Health, the version maintained by the Department of Health shall govern.

III. RESPONSE FORMAT AND ORGANIZATION

- A. **Number of Responses**
Offerors may submit one proposal. In no case will more than one proposal from a single Offeror be accepted.
- B. **Number of Copies**
One electronic copy is required. **ALL PROPOSALS MUST BE SUBMITTED BY EMAIL.**
- C. **Proposal Format**
1. All proposals must be typewritten, single spaced, no less than size 10 font, standard 8 1/2 x 11 page size using Microsoft Word.
 2. **ALL PROPOSAL SUBMISSIONS MUST BE ELECTRONIC.** Offerors shall submit their proposal to the email address specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals.

Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal **MUST:**

- a. identify the submitting organization;
- b. identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c. identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;

- d. identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e. explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
- f. be signed by the person authorized to contractually obligate the organization; and
- g. acknowledge receipt of any and all amendments to this RFP.

The Letter of Transmittal must be signed and the original mailed/delivered separately to meet the November 21, 2011 deadline. This is the only document that will be accepted in a non electronic mode. All other documentation must be submitted by email.

Determination of Eligibility (Narrative) Information Section: The information provided by the Offeror in this section shall be utilized by the Division to determine whether the Offeror is eligible to be considered for funding. A maximum of 1 page is allowed for responding to eligibility criteria, and referencing supporting attachments. Offerors must also submit, as Attachments, the following specific eligibility items:

- a) Sliding Fee Scale and Policy
- b) IRS tax exempt determination letter
- c) Campaign Contribution Disclosure Form (Appendix C)

IV. SPECIFICATIONS

A. Information

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives and supporting materials will be evaluated and awarded points accordingly. Proposals submitted must provide information sufficient to describe the activities to be supported by this proposal, and to allow for a complete evaluation of the proposal. Performance under prior contracts, including state agency-generated evaluations of prior performance may be considered.

THIS RFP SUBMISSION SHALL BE THROUGH ELECTRONIC MEANS. ALL COMMUNICATIONS WILL BE THROUGH EMAIL.

B. Mandatory Specifications

Offerors must respond to the following elements.

1. Offeror Description and Capacity to Provide Primary Health Care Services to Women in Santa Fe County:

Proposals shall be evaluated based upon the degree to which the information provided in the proposal demonstrates the Offeror's ability, both actual past performance and proposed plans, to deliver and administer effective and appropriate primary care services to women in Santa Fe County through adequate organizational capacity, policies and procedures.

a. Organizational Capacity:
(maximum 2 pages)

Maximum Points-- 10

Offerors must demonstrate the adequacy and effectiveness of the applicant's organization to provide primary care services to women in Santa Fe County. The Offeror must describe the following:

- 1) Length of time in operation within Santa Fe County.
- 2) Staff: describe the staffing organization of health professional, administrative staff, subcontractors, volunteers, etc. who provide primary care services to women and administer aspects of the center's operations; and
- 3) Local Health System: describe the structure of the Santa Fe County health system and how the Offeror participates as part of that system.

Evaluation of the Organizational Capacity section will focus on issues including the:

- ability of the Offeror to provide primary care services to women in Santa Fe County in a community responsive manner;
- reasonableness of staff numbers and staff organization, provider staffing levels; and
- participation of the Offeror in the local health system.

b. Policies and Procedures:
(maximum 2 pages)

Maximum Points -- 10

Offerors are to describe the key policies and procedures needed to provide and administer primary care services for the underserved. The Offerors must demonstrate, by past performance, and by proposed plans, the adequacy and effectiveness of those policies and procedures including:

- 1) sliding fee discount policy to provide primary care service in the HCUA, including addressing how the needs of the medically indigent will be met;
- 2) clinical policies and pathways to ensure quality care to women; and
- 3) policies dealing with patient complaints and community concerns.

Evaluation of the Policies and Procedures section will include a review of the following issues:

- the description of a satisfactory level of service to women in Santa Fe County who are eligible for Medicaid, Medicare and sliding fee discounts;
- the description of quality care efforts for the underserved; and
- the description of efforts to effectively address patient and community concerns.

c. Operations and Activities:
(maximum 2 pages)

Maximum Points -- 10

Offerors are to present a feasible and appropriate Implementation and Operational Plan to provide and sustain a minimum level of community based primary health care services which can be conducted effectively during the contract period. The plan shall describe:

- 1) the health care services for women provided by the Offeror in Santa Fe County including, as appropriate, medical services, dental services and ancillary services;
- 2) how the proposed services shall address the unmet need for women's health services in Santa Fe County including the underserved population;
- 3) process for referring women for additional services;
- 4) hours of operation, after-hours coverage, walk-ins, and hospital coverage;
- 5) all activities performed to ensure that "no person will be denied primary health care services they require because of inability to pay". These activities should including staff education and training, and proactive response to community concerns and perceptions of failure to provide services to persons unable to pay; and
- 6) evaluation and monitoring methods for determining achievement of proposed activities, and for determining quality performance.

Evaluation of the Operations and Activities will focus on issues including, but not limited to:

- the Offeror's ability to clearly and concisely describe the Operations and Activities of the center(s) to sustain a minimal level of primary care services for women;
- the Offeror's ability to meet current and unmet primary care needs of women in Santa Fe County, including the underserved population of women;
- the Offeror's ability to provide or refer women to comprehensive primary care services and ancillary services such as dental, lab, x-ray, etc;
- the Offeror's ability to establish and implement mechanisms to evaluate and monitor the proposed activities for women and quality performance improvement; and
- the Offeror's ability to describe and the reasonableness of past performance and proposed plans to deliver primary care services to women.

3. Demonstrated Community Participation/Collaboration: Maximum Points – 30
(maximum 2 pages)

Proposals shall be evaluated upon the degree to which they demonstrate the effective efforts of the Offeror to participate in collaborative efforts with residents, other public and private health care services, community groups, and agencies in the development of community-based primary care services for women. Collaborative efforts should be designed to avoid duplication and improve integration of local health services. This section should address the following:

- a. identify collaborative efforts regarding women in Santa Fe County which have already occurred and those that will occur if the proposal is funded;
- b. identify and describe outcomes of the collaborative efforts to date and the proposed outcome of future efforts. Describe impact on the community and the population served;
- c. identify any new mechanisms for integrating other sources of funds for the provision of community based primary care services for women; and
- d. identify and describe involvement in local, county and/or tribal health councils, and school-based health centers.

Evaluation of Demonstrated Community Participation/Collaboration will focus on issues including, but not limited to:

- reasonableness of collaborative efforts with community and provider groups in preparation of the proposal for funding assistance;

- reasonableness of future collaborative efforts with community and provider groups if the proposal is funded;
- reasonableness of proposed outcomes for the collaborative efforts in the development of primary care services for women, including the avoidance of duplication and to improve integration of services; and
- degree to which the Offeror demonstrates knowledge of and involvement with the community.

4. Demonstrated Need for Operational Support
(maximum 2 pages)

Maximum Points -- 40

Proposals shall be evaluated and ranked upon the degree to which the information provided in the proposal adequately documents and identifies the need for operational support of the Offeror to provide primary care services to women in Santa Fe County.

The Need for Operational Support shall address:

- a. justification of financial need to sustain the provision of primary care services for women in Santa Fe County;
- b. if the Offeror is a federally-funded community health center, justification of the need for additional funding through this RFP; and
- c. steps to be taken to ensure efficient cost-effective operation.

Evaluation of the Operational Support Need will focus on, but not be limited to, the following:

- reasonableness of Offeror justification of financial need;
- reasonableness of Offeror justification of funding need if Offeror is a federally-funded community health center;and
- reasonableness of identified steps to be taken to ensure efficient cost-effective operation.

IV. EVALUATION

A. Evaluation Point Summary

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of Offeror proposals.

COMPONENT	MAXIMUM POINTS AVAILABLE
1. Offeror Description and Capability	30
2. Demonstrated Community Participation/Collaboration	30
3. Demonstrated Need for Operational Support	<u>40</u>
TOTAL	100

B. Evaluation Process

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Agent may contact the Offeror for clarification of the response as specified in Section I, Paragraph D.
3. The Evaluation Committee may use other sources of information to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section IV that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. The Offerors whose proposals are the most advantageous to DOH, taking into consideration the evaluation factors in Section IV, will be recommended for contract award as specified in Section II, Paragraph B.7. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
5. The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

APPENDIX A

**ACKNOWLEDGEMENT OF RECEIPT OF RFP
and
INTENT TO SUBMIT FORM**

ACKNOWLEDGEMENT OF RECEIPT OF RFP:

In acknowledgement of receipt of this Request for Proposal the named individual agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix J.

The acknowledgement of receipt should be **emailed to the Procurement Agent no later than close of business on October 25, 2011**. Only potential Offerors who elect to return by email this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the Agency written responses to those questions as well as RFP amendments, if any are issued.

CONTACT PERSON NAME: _____

PHONE NO.: _____

E-MAIL: _____ **(MUST INCLUDE)**

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

This above stated name and email address will be used for all correspondence related to the Request for Proposal.

INTENT TO SUBMIT:

_____ (enter organization name) does ___/does not ___ **(mark one)**
intend to respond to this Request for Proposals.

LeeAnn Roberts, Procurement Agent
Department of Health
Office of Primary Care & Rural Health

E-mail: LeeAnn.Roberts@state.nm.us

APPENDIX B

Contract Terms and Conditions

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 _____, 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"). This contract is pursuant to Laws 2010, Chapter 6, which appropriates \$65,000 (reduced to \$60,000) for operational support of women's health services in Santa Fe county.

IT IS AGREED BETWEEN THE PARTIES:

1. SCOPE OF WORK

A. The CONTRACTOR shall report on the need for operational support and the sustainability status necessary to provide primary health care services in Santa Fe County as follows:

1. Prepare and submit, for Public Health Division (PHD) approval, a detailed Sustainability Action Plan by January 1, 2012, which includes the following:
 - a. A description of the strategies associated with ensuring financial sustainability during challenging economic times; and
 - b. A description of staffing/services/activities that may need to be re-evaluated to ensure that a fiscally sound budget exists.
2. Prepare and submit an invoice for the Sustainability Action Plan to PHD by January 1, 2012.
3. Prepare and submit, for Public Health Division (PHD) approval, a detailed Sustainability Progress Report by March 1, 2012, which includes the following:
 - a. Documentation of specific actions taken to ensure current financial sustainability; and
 - b. Documentation of specific actions taken to ensure long term financial and organizational sustainability.
4. Prepare and submit an invoice for the Sustainability Progress Report to PHD by March 1, 2012.

GENERAL PROVISION

5. Performance will be monitored and evaluated by periodic on site work reviews, review of narrative and data reports, and scheduled consultations with the PHD.

BUDGET

Sustainability Action Plan with strategies to ensure financial sustainability. Due by January 1, 2012, with an invoice not to exceed a total of	\$00.00
Sustainability Progress Report documenting specific actions taken to ensure current and long term sustainability. Due by March 1, 2012, with an invoice not to exceed a total of	<u>\$00.00</u>
TOTAL FY12 BUDGET	\$00.00

B. Services will be performed in Santa Fe County.

C. Performance Measures.

CONTRACTOR shall substantially perform the following Performance Measures:

FY12 Strategic Plan, Supplemental Performance Measures for the Health Systems Bureau.
Program Area 2: Public Health

Task 6: Expand health care access in rural and underserved areas.

Annual Measure: Number of medical and dental encounters at primary care clinics supported by the Department of Health.

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 \$____. 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 deliverables completed, such compensation not to exceed \$____ (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. The DEPARTMENT shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of \$____ in FY12. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$____ in FY12.** The DEPARTMENT shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of \$____ in FY13. **The total amount payable to the Contractor under this Agreement,**

including gross receipts tax and expenses, shall not exceed \$____ in FY13. The DEPARTMENT shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of \$____ in FY14. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$____ in FY14.** The DEPARTMENT shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of \$____ in FY15. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$____ in FY15.**

D. Payment in FY12, FY13, FY14, and FY15 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 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 June 30, 2015, 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

A. 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.

B. The CONTRACTOR receiving state or federal funds from the DEPARTMENT shall comply, if applicable, with auditing requirements under the Single Audit Act (31 U.S.C. §7501, et seq.) and the New Mexico State Auditor's rules and regulations. If the CONTRACTOR is determined to be a subrecipient and not a vendor under the federal Single Audit Act, the CONTRACTOR shall comply with the audit requirements of the Single Audit Act.

C. If the CONTRACTOR receives more than \$100,000 under this CONTRACT or more than \$100,000 in any single fiscal year, from the DEPARTMENT, the CONTRACTOR shall prepare annual financial statements and obtain an audit of, or an opinion on, the financial statements from an external Certified Public Accountant.

D. The CONTRACTOR shall maintain the financial statements for a period of no less than six years and shall make the financial statements and the CPA's audit or opinion available to the DEPARTMENT upon request.

E. Applicable annual financial reports shall be submitted to the DEPARTMENT no later than six months following the close of the CONTRACTOR'S fiscal year.

F. To ensure proper delivery and receipt, the CONTRACTOR shall submit their annual audit report or financial reports if no audit was required to:

Financial Accounting Bureau Suite S-3150
ATTN: Ricky A. Bejarano, CPA
P.O. Box 26110
Santa Fe, New Mexico 87502-6110

G. The Department may take corrective action as deemed necessary for CONTRACTOR'S failure to comply with 12-A through 12-F above. Corrective action may include, but is not limited to, termination of CONTRACT and preclusion from engaging CONTRACTOR in the future.

13. 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.

14. 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.

15. 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.

16. AMENDMENT

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) 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/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this CONTRACT. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the DEPARTMENT shall constitute grounds for termination of this CONTRACT in accordance with Article 5 of this CONTRACT.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. PENALTIES FOR VIOLATION OF LAW

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.

29. 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.

30. 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.

31. 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,
 Santa Fe, NM 87502-6110

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

32. 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.

33. 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.

34. Employee Pay Equity Reporting

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That requirement on any subcontractor(s) performing more than 10% of the dollar value of this

contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

35. Invalid Term or Condition.

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

36. Enforcement of Agreement.

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

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: _____
Catherine D. Torres, M.D.
Cabinet Secretary

Date: _____

CONTRACTOR:

By: _____

Title: _____

Date: _____

CERTIFIED FOR LEGAL SUFFICIENCY:

By: _____
Department of Health
Assistant General Counsel

Date: _____

TAXATION AND REVENUE:

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

N.M. Tax Identification #:

By: _____
Taxation and Revenue Department

Date: _____

DEPARTMENT OF FINANCE AND ADMINISTRATION:

This CONTRACT is approved and effective the date shown:

By: _____
State Contracts Officer

Date: _____

APPENDIX C

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 HE/SHE/IT, HIS/HER/ITS FAMILY MEMBER, OR 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

Title (Position)

Date

—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

Title (Position)

Date