

Legal Notice

**New Mexico Department of Health, Public Health Division
National Health Services Corps Retention Services for
All National Health Service Corps Funded Clinicians and Scholars in New Mexico; including
American Recovery and Reinvestment Act (ARRA) Funded; and State Loan Repayment Program
(SLRP) Clinicians.**

Legal Notice of Request for Proposals

The New Mexico Department of Health (DOH), Public Health Division (PHD), Health Systems Bureau (HSB), Office of Primary Care and Rural Health is issuing a Request for Proposals (RFP) for the National Health Services Corps Retention Services for All National Health Service Corps Funded Clinicians and Scholars in New Mexico; including ARRA Funded; and State Loan Repayment Program (SLRP) Clinicians.

These statewide services must be provided in accordance with applicable federal, state, and local laws.

The contract will be awarded for the period beginning with the date of approval by the Department of Finance and Administration until September 30, 2013, subject to satisfactory performance and sufficient funding.

Offerors interested in submitting a proposal should contact:

Gabriel Chavez, Jr.
New Mexico Department of Health
Public Health Division, Health Systems Bureau
Office of Primary Care and Rural Health
300 San Mateo Blvd, NE Suite 900
Albuquerque, New Mexico 87108
Telephone: 505-841-5866
E-mail: Gabriel.Chavez1@state.nm.us

A proposal packet can also be obtained by writing to:

New Mexico Department of Health
Public Health Division, Health Systems Bureau
Office of Primary Care and Rural Health
300 San Mateo Blvd, NE Suite 900
Albuquerque, New Mexico 87108

Or by downloading it from the Internet off the Department of Health website at www.health.state.nm.us. Proposals must be received for review at the above address by 5:00 P.M. MST on **January 18, 2012**.

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.

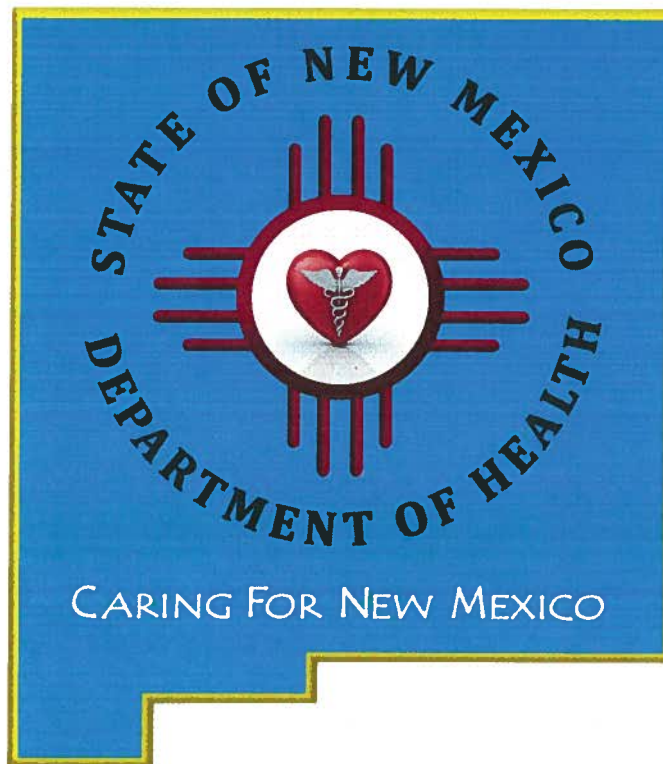
If you are a person with a disability who is in need of a reader, amplifier, sign language interpreter or any other form of auxiliary aid or service to participate, please contact the New Mexico Relay Network at 1-800-659-8331. Public documents including the RFP can be provided in various accessible 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
National Health Services Corps Retention Services for
All National Health Service Corps Funded Clinicians and Scholars in New Mexico; including
American Recovery and Reinvestment Act (ARRA) Funded; and State Loan Repayment Program
(SLRP) Clinicians

Date of Issuance: December 14, 2011

Deadline for Submission: January 18, 2012



PUBLIC HEALTH DIVISION

Health Systems Bureau/Office of Primary Care & Rural Health

Contact:

Gabriel D. Chavez, Jr.
State of New Mexico, Department of Health
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 New Mexico Department of Health (DOH), Public Health Division (PHD), Health Systems Bureau (HSB), Office of Primary Care and Rural Health (OPCRH) is issuing a Request for Proposals (RFP) for the National Health Services Corps Retention (NHSC) Services for All National Health Service Corps Funded Clinicians and Scholars in New Mexico; including American Recovery and Reinvestment Act (ARRA) Funded and State Loan Repayment Program (SLRP) Clinicians. These statewide services must be provided in accordance with applicable federal, state, and local laws.

This RFP is for the purpose of contracting with a corporation to assist communities in the retention of National Health Services Corps funded clinicians and scholars in eligible locations in the State of New Mexico. This RFP is funded by the American Recovery and Reinvestment Act (ARRA) (Catalog of Federal Domestic Assistance (CFDA) Number 93.414 – *State Primary Care Office Retention and Evaluation Activities –Competing Supplements under the American Recovery and Reinvestment Act of 2009(ARRA)*). These funds are contracted for the primary purpose of the retention of NHSC funded clinicians and scholars; including the 57 that are, ARRA funded. NHSC funded clinicians and scholars include physicians, midlevel practitioners (nurse practitioner, physician assistant and nurse midwife) and dentists.

Please note: All NHSC funded clinicians and scholars; including the 57 that are ARRA funded and State Loan Repayment Program (SLRP) clinicians will be referred to as “NHSC funded clinicians and scholars” in the remainder of this RFP.

This contract will be entered into pursuant to the Health Systems Bureau supplement to the FY 12 State Strategic Health Plan, and in particular the **Strategic Direction: Improve Access to Health Services**, Objective: Expand healthcare access in rural and underserved areas, and the **Annual Measure: Number of primary health care and emergency medical professionals supported or obligated per year and working in underserved areas**. A single contract will be funded under the RFP.

B. Summary Scope of Work

The Contractor shall provide statewide professional services in management consulting, planning, surveying, policy advisement and research for the retention of NHSC funded clinicians and scholars in eligible facilities in the State of New Mexico.

C. Scope of Procurement

The contract shall become effective upon approval of the Department of Finance and Administration (on or about March 30, 2012) and shall continue until September 2013 at the discretion of the DOH contingent upon sufficient funding and satisfactory Scope of Work performance.

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:

Gabriel D. Chavez, Jr.
Department of Health
Office of Primary Care & Rural Health
300 San Mateo Blvd. NE Suite 900

Albuquerque, NM, 87108
Phone: 505-841-5866
Fax: 505-222-8675
E-mail: Gabriel.chavez1@state.nm.us

All deliveries via express carrier should be addressed as follows:

Gabriel D. Chavez, Jr.
Department of Health
Office of Primary Care & Rural Health
300 San Mateo Blvd. NE Suite 900
Albuquerque, NM, 87108

Any inquiries or requests regarding this procurement should be submitted to the Procurement Agent in writing. 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.

“ARRA” means American Recovery and Reinvestment Act of 2009

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

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

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

“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”).

“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 State Purchasing Agent 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.

“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.

“NHSC” means National Health Services Corps.

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

"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.

“SLRP” means State Loan Repayment Program, which is managed by the New Mexico Department of Higher Education

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

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	12/14/11
2. Acknowledgement of Receipt	Potential Offerors	12/21/11
3. Deadline to Submit Additional Questions	Potential Offerors	12/23/11
4. Response to Written Questions/RFP Amendments	Agency	12/28/11
5. Submission of Proposal	Offeror	1/18/12
6. Proposal Evaluation	Evaluation Committee	1/26/12
7. Selection of Finalist	Evaluation Committee	1/27/12
8. Contract Award	Agency	2/3/12
9. Finalize Contract	Agency, Offeror	2/17/12
10. Protest Deadline	Offeror	3/2/12

B. Explanation of Events

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

- Issue of RFP
The New Mexico Department of Health, Office of Primary Care and Rural Health is issuing the RFP on December 14, 2011
- Acknowledgement of Receipt
Potential offers should hand deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on December 21, 2011. The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.
- Deadline to Submit Additional Written Questions
Potential offers may submit additional written questions as to the intent or clarity of this RFP until close of business on December 23, 2011. All written questions must be addressed to the Procurement Agent (See Section I, D.).
- Response to Written Questions/RFP Amendments
Written responses to written questions and any RFP amendments will be distributed on December 28, 2011 to all potential offers whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the offeror's representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. Failure to return this 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.

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 January 18, 2012. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Agent at the address listed in Section I, Paragraph D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Request for Proposals. Proposals submitted by facsimile will not be accepted.

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 on January 26, 2012. The Procurement Agent may initiate discussions with offers 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.

7. Selection of Finalist

The Evaluation Committee will select and Procurement Agent will notify the finalist on January 27, 2012. Only finalists will be invited to participate in the subsequent steps of the procurement.

8. Contract Award

The contract shall be awarded to the offeror or offerors upon approval by Department of Finance and Administration, 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 Contract

The contract will be finalized with the most advantageous offeror upon approval by Department of Finance and Administration. 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, which is 15 days after knowledge of the facts or occurrences giving rise to protest. 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.

Gabriel D. Chavez, Jr.
Office of Primary Care & Rural Health
Department of Health
300 San Mateo Blvd. NE Suite 900
Albuquerque, NM 87108
E-mail: Gabriel.chavez1@state.nm.us

Protests received after the deadline will not be accepted.

C. General Requirements

This procurement will be conducted in accordance with the State Purchasing Agent's procurement regulations, INMAC5.2.

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 Section V of this RFP.
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 Manager 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 B, "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 an offeror object to any of the Agency terms and conditions, as contained in this Section or in Appendix B, that offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the offeror's proposal.

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) Have the capability to carry out the purposes of the contract including qualified professional staff.
- b) Not be a health care provider or association of health care providers.
- c) Have a minimum of 10 years professional experience in the areas as described in this RFP's Scope of Work, (Section I., B.).

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.

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
A large part of the 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 insure 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 SPA, the version maintained by the SPA 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
Offerors shall deliver one (1) original and three (3) copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals.

C. Proposal Format

All proposals must be typewritten, single spaced, no less than size 10 font, on standard 8 1/2 x 11 paper, unbound.

1. **Proposal Organization**

The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- a) Letter of Transmittal
- b) Response to Mandatory Specifications
- c) Campaign Contribution Disclosure Form

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. **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.

IV. SPECIFICATIONS

A. Information

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

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

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

B. Mandatory Specifications

Offerors must respond to the following elements:

1. **Prerequisites for Proposals:** Proposals should be concise, providing a straightforward description of the Offeror's ability to meet the requirements of this RFP. Proposals shall include all required forms and components.
2. **Proposal Components:** Proposals shall include the following components presented in the order listed below:
 - a) **Proposal Cover Sheet:** A completed proposal cover sheet form, executed by an authorized agent of the Offeror. The form to be used by the Offeror is included in the Appendix of this RFP. It requires basic information about the Offeror, and agreement to key assurances.
 - b) **Proposal Narrative:** The proposal narrative description should include a discussion of proposed activities to be conducted by the Offeror in response to this RFP (no more than 10 pages). The narrative shall have the following subsections:
 1. **Description of Proposed Retention Program:** A narrative describing the Offeror's proposed NHSC retention activities including:
 - a. A brief discussion of the Offeror's approach to retain NHSC funded clinicians and scholars at eligible facilities in New Mexico.
 - b. A discussion of how the Offeror intends to plan, develop and conduct research and survey activities that will document findings for key retention strategies of NHSC funded clinicians and scholars in New Mexico.
 - c. A discussion of how the Offeror intends to develop a research report on key retention strategies on how to retain NHSC funded clinicians and scholars in New Mexico.
 - d. A discussion of how the Offeror intends to recruit a Critique Team to evaluate key retention strategies made in the research report. The Critique Team must include members from the Area Health Education Centers (AHEC), New Mexico Department of Health (NMDOH), New Mexico Department of Higher Education (NMDHED), NHSC eligible facilities, New Mexico Dental Association (NMDA), New Mexico Primary Care Association (NMPCA), New Mexico Hospital Association (NMHA), National Recruitment and Retention Associations, National Rural Health Association (NRHA), National Organization of State Office of Rural Health (NOSORH), University of New Mexico (UNM), New Mexico State

University (NMSU) and other partners identified by Offeror; including other States and Federal Agencies.

- e. A discussion of how the Offeror intends to hold a summit with the Critique Team to evaluate key retention strategies made in the research report.
- f. A discussion of how the Offeror intends to incorporate recommendations made by Critique Team into a Final Report of key strategies on how to retain NHSC funded clinicians and scholars in New Mexico.
- g. A discussion of how the Offeror intends to plan, organize and implement key retention strategies, and what the impact and effectiveness of such retention strategies shall be made in the Final Report for NHSC funded clinicians, scholars and SLRP NHSC eligible facilities in New Mexico.
- h. A discussion of how the Offeror intends to support NHSC scholars and clinicians, including the coordination of rotations in underserved areas to expose the future NHSC provider to underserved communities

2. Description of Organizational Capability and Resources:

- a. An organizational chart that clearly identifies how the proposed program fits within the Offeror's organization must be included as an attachment to the proposal. A copy of Articles of Incorporation, Current By-Laws, copy of Tax Exempt status and Roster of Current Board members must be included in the appendices.
- b. A narrative describing key staff, staff experience and qualifications; relevant materials such as job descriptions of key staff may also be included in the appendices.
- c. A discussion of the Offeror's administrative and fiscal capability to carry out the proposed activities. This section should include a discussion of the Offeror's resources and capacity to develop, utilize and maintain computerized information systems for identifying and tracking vacancies and referrals, how information is processed and retrieved to compile required reports, and the frequency with which vacancies are updated.
- d. Other relevant organizational ability to include other capabilities that contribute to the Offeror's ability to accomplish activities identified in this RFP.

c) Proposed Workplan: The proposed workplan is composed of a narrative describing the Offeror's proposed activities.

1. Narrative of proposed activities

- a. The retention work plan narrative should include a description of the proposed activities as described in Section IV, B. of this RFP.

<p>EXAMPLE: Retention Work Plan Problem Statement: NHSC eligible facilities in New Mexico have been unable to retain NHSC funded clinicians and scholars.</p>			
<p>Goal: To provide targeted key strategies to retain NHSC and SLRP funded clinicians and NHSC scholars.</p>			
Objective	Action Steps	Persons Responsible for completing action step	Evaluation Method
<p>Stage 1: Year One- Identify key strategies to retain NHSC funded clinicians and scholars in the State of New Mexico.</p>	<p>Research retention strategies utilized by NHSC eligible facilities.</p> <p>Written Report on Finding of Research and Recommendations.</p> <p>Develop Critique Team to evaluate Research Findings and Recommendations.</p> <p>Conduct Statewide Summit to present, evaluate and critique Research Findings and Recommendations using Critique Team.</p> <p>Propose key strategies to retain NHSC funded clinicians in the State of New Mexico with oversight and comment of the Critique Team.</p> <p>Develop Implementation Plan for key strategies to retain NHSC funded clinicians in the State of New Mexico.</p>	<p>Contractor</p>	<p>At quarterly review all survey results will be compiled reviewed by (staff).</p> <p>All staff will analyze and discuss how to integrate with current activities.</p>
<p>Stage 2: Year 2- Inform and assist NHSC funded clinicians and eligible facilities on retention of clinicians with key strategies developed in first year's work.</p>	<p>Identify NMHSC funded clinicians, scholars and their work facilities in New Mexico.</p> <p>Contact NMHSC funded clinicians, scholars and their work facilities in New Mexico and offer technical assistance to implementing key strategies on retaining NHSC funded clinicians developed in Final Report.</p> <p>Provide evaluation and comparisons of NHSC retention implementation efforts as a result of the key strategies developed in the first stage of this program</p>	<p>Contractor</p>	<p>At quarterly review all survey results will be compiled reviewed by (staff).</p> <p>All staff will analyze and discuss how to integrate with current activities.</p>

d) Proposal Budget: A detailed operating budget for all proposed activities, including sufficient information to allow the Division to assure that all proposed expenditures

are eligible for reimbursement and are justifiable (no more than 5 pages). The proposal budget shall include:

1. A line item budget that includes personnel, fringe benefits, equipment, travel, supplies, contracts and other items that do not fit into the categories.
2. A Budget Narrative that indicates clearly how projected amounts for each expenditure category have been determined.

e) Required Attachments to be included with Offeror's proposal:

1. Proposal Cover Page and Assurances
2. Copies of Articles of Incorporation
3. Current by-laws
4. Copy of Tax Exempt Status
5. Board Roster Form
6. Organizational Chart
7. Formatted workplan
8. Campaign Contribution Form

V. EVALUATION

A. Evaluation Point Summary

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

Proposals submitted to the DIVISION must provide information sufficient to describe the activities and expenditures to be supported by this proposal, and for the DIVISION to make a complete evaluation of the proposal. Therefore, the DIVISION, will review all eligible proposals from eligible offerors, according to the weights factors:

1. Response to Program Proposal (40 possible points):

- a) Does the Offeror provide a comprehensive narrative description of a program for retention of NHSC funded clinicians and scholars for NHSC eligible facilities in New Mexico?

2. Organizational Capability and Resources (10 possible points):

- a) Does the Offeror describe the organization's ability to carry out the proposed retention activities?
- b) Does the Offeror document that there is sufficient staff to provide appropriate retention activities.

- c) Does the Offeror document the organization's administrative and fiscal capabilities to support the proposed retention program?
 - d) Does the Offeror describe the development, utilization and maintenance of information systems to meet the needs of the proposed program?
3. **Proposed Work plans (40 possible points):**
- a) Does the retention work plan include goals, objectives, action steps, persons responsible for completing action steps and evaluation methods? Are the time frames reasonable for accomplishing the objectives? Do the evaluation methods provide for feedback so that changes can be incorporated?
4. **Budget (10 possible points):**
- a) Does the Offeror provide a clear budget justification that fully explains each line item?
 - b) Does the Offeror present a budget that is appropriate for the proposed program?

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 II, B. 6.
- 3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section V.
- 4. Responsive proposals will be evaluated on the factors in Section V 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. Finalist offers are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The offer(s) whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section II, B. 8. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

VI. ELIGIBLE AND INELIGIBLE EXPENDITURES

A. Eligible contractors may be reimbursed for appropriate expenditures including, but not limited to:

- 1. Salaries and benefits for employees of the contractor

2. Purchase, repair and/or maintenance of office supplies and minor office equipment
3. In-state travel and out-of-state travel and per diem for employees
4. Travel and per diem expenses to assist potential recruits and their spouses to visit
5. Advertising expenses to attract interested candidates
6. General operating expenses.

B. Ineligible Items/Uses of expenditures are:

1. Land acquisition
2. Building and construction
3. Capital equipment and office furniture and other property depreciated over a period more than three years
4. Debt amortization
5. Political activity
6. Lobbying

APPENDIX A

REQUESTS FOR PROPOSALS

Health Care Professional Recruitment And Retention Services

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Agent no later than close of business on December 21, 2011. Only potential offerors who elect to return 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.

NAME: _____

PHONE NO.: _____ FAX NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal. Firm does/does not (**circle one**) intend to respond to this Request for Proposals.

Gabriel D. Chavez, Jr.
Department of Health
Office of Primary Care & Rural Health
300 San Mateo Blvd. NE Suite 900
Albuquerque, NM 87108
Phone: 505-841-5866
Fax: 505-222-8675
E-mail: Gabriel.chavez@state.nm.us

APPENDIX B
Contract Terms and Conditions

STATE OF NEW MEXICO

NEW MEXICO DEPARTMENT OF HEALTH
PROFESSIONAL SERVICES CONTRACT
AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

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”).

IT IS AGREED BETWEEN THE PARTIES:

1. SCOPE OF WORK

A. The CONTRACTOR shall perform the following work:

1. Meet with DEPARTMENT Staff to review and discuss the Operational Plan on the third Tuesday of each March 2012. Provide the Office of Primary Care and Rural Health with an Operational Plan including goals, objectives, measures, and outcomes (short term and long term) for each Contract Activity on the third Friday of March 2012.

Contract Activities:

- a. Conduct a National Health Service Corps. (NHSC) Retention Program to increase the number of NHSC Clinicians and Scholars in eligible facilities in New Mexico, including the 57 that are American Recovery and Reinvestment Act of 2009 (ARRA) funded; and State Loan Repayment Program (SLRP) Clinicians. This contract has two stages to be conducted over two years.

Stage 1: (Year 1).

- 1) Contractor will conduct research on methods and key strategies used to retain NHSC Clinicians and Scholars.
 - a) Conduct literature research on the definition of retention. This should include methods used, length of time retained, how retention is measured, and comparisons to other professions etc.
 - b) Develop NHSC Clinicians, Scholars and Eligible Facilities Survey tool to be used to understand retention issues in New Mexico.
 - c) Conduct surveys of current NHSC Clinicians, Scholars and Eligible

Facilities in New Mexico.

- d) Prepare a Research Report on the findings of the literature search and the surveys. The Research Report should include:
 - Executive Summary
 - Introduction: Background Information about Health Care Professional Shortage in New Mexico; Why the Shortage?
 - Findings of Literature Search.
 - Findings of Surveys.

 - Recommendations: Key Strategies to Retain NHSC Clinicians and Scholars in New Mexico.
 - Conclusion
 - Mythology
 - Appendix
- e) Recruit a Critique Team to evaluate key retention strategies made in the research report. The Critique Team must include members from the Area Health Education Center (AHEC), New Mexico Department of Health (NMDOH), New Mexico Department of Higher Education (NMDHED), NHSC eligible facilities, New Mexico Dental Association (NMDA), New Mexico Primary Care Association (NMPCA), New Mexico Hospital Association (NMHA), National Recruitment and Retention Associations, National Rural Health Association (NRHA), National Organization of State Office of Rural Health (NOSORH), University of New Mexico (UNM), New Mexico State University (NMSU) and other partners identified by contractor; including other States and Federal Agencies.
- f) Conduct a Summit with the Critique Team to evaluate Key Retention Strategies made in the Research Report.
- g) Incorporate recommendations made by Critique Team into a Final Report of key strategies on how to retain NHSC funded clinicians and scholars in New Mexico.
- h) Submit to the Office of Primary Care and Rural a Final Report on Key Strategies that can be used to retain NHSC funded clinicians and scholars in New Mexico.

Stage 2: (Year 2).

- 2) Contractor will implement Key Retention Strategies developed in first year of this contract to retain NHSC Clinicians and Scholars at eligible facilities in New Mexico.
 - a) Using Key Retention Strategies in Final Report develop an Implementation Plan to be used to facilitate the retention of NHSC funded clinicians and scholars in eligible facilities in New Mexico in Stage 2 of this contract.
 - b) Conduct educational/training events to facilitate retention of NHSC funded clinicians and scholars in eligible facilities in New Mexico.
 - c) Submit to the Office of Primary Care and Rural Health a Final Report on

progress made on retaining NHSC funded clinicians and scholars in New Mexico using key strategies developed in Stage 1 of this contract.

2. Provide Office of Primary Care and Rural Health a progress report to include a narrative describing progress made toward the goals, objectives and Outcomes (Short Term and Long Term) for each Contract Activities described in the Operational Plan and meet with DEPARTMENT staff to review and evaluate the Progress Report.

Stage 1: (Year 1).

- a. Submit for DEPARTMENT approval an Invoice and a Progress Report every other month on the first Friday starting in April 2012 and continuing to June 2012 for the Contract Activities. Provide a narrative describing progress toward the Goals, Objectives and Outcomes (Short Term and Long Term) for each Contract Activities described in the Operation Plan. Meet with DEPARTMENT Staff to review and evaluate the Progress Report(s) on the third Friday after submitting Progress Report(s).
- b. Submit for DEPARTMENT approval an Invoice and Final Report on the third Thursday of June 2012 for the Contract Activities. Provide a narrative describing progress toward the Goals, Objectives and Outcomes (Short Term and Long Term) for each Contract Activities described in the Operational Plan. Meet with DEPARTMENT Staff during the final week of each June for the duration of this Contract to review and evaluate the Final Report.

Stage 2: (Year 2).

Submit for DEPARTMENT approval an Invoice and a Progress Report every other month on the first Friday starting in September 2012 and continuing for the duration of this Contract for the Operational Plan Contract Activities. Provide a narrative describing progress toward the Goals, Objectives and Outcomes (Short Term and Long Term) for each Contract Activities described in the Implementation Plan. Meet with DEPARTMENT Staff to review and evaluate the Progress Report(s) on the third Friday after submitting Progress Report(s).

- b. Submit for DEPARTMENT approval an Invoice and Final Report on the third Thursday of September 2013 for the Operational Plan Contract Activities. Provide a narrative describing progress toward the Goals, Objectives and Outcomes (Short Term and Long Term) for each Contract Activities described in the Operational Plan. Meet with DEPARTMENT Staff during the final week of September 2013 to review and evaluate the Final Report.

		FY 2012	FY 2013	Grand Total
1	Operational Plan			
2	Progress Report			
3	Progress Report			
4	Progress Report			
5	Progress Report			
6	Progress Report			

7	Progress and Final Reports			
	TOTAL			

DOH/PHD/ Office of Primary Care and Rural Health will pay Contractor based upon deliverables completed after receipt and approval of deliverables in seven amounts during each contract year.

The Contractor agrees to submit seven invoices for deliverables during each contract year. Each of the invoices will include a list of the deliverables submitted during the seven service periods. The Contractor agrees to submit a time table with each of the deliverables for each month of the contract. The Contractor and the Division will agree to a work schedules which assures an equal amount of work load during each contract year.

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

The Contractor may make adjustments or changes not to exceed the total amount payable under the contract with written prior approval of the Division. The maximum amount to be paid to the Contractor, **including gross receipts tax for each fiscal year for the term of the contract** shall not exceed a total of \$..... Total contract amount for FY12 through FY15 shall not exceed \$.....

C. Performance Measures.

CONTRACTOR shall substantially perform the following 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 2011 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, specific measures identified are:

This contract is pursuant to the FY11 Strategic Plan, Supplemental Performance Measures for the Health Systems Bureau (signed 5-12-2010).

Program Area 2: Public Health,

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

Annual Measure: Number of primary care and emergency medical professionals supported or obligated through the Office of Primary Care and Rural Health per year and working in underserved areas.

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 (AMOUNT). 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 (\$_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT) (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 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

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:

Department of Health
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://insurenwemexico.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.

37. Reporting Requirements.

- A. If any part of this Agreement is funded pursuant to the American Recovery and Reinvestment Act (“ARRA”), Contractor agrees to abide by the reporting requirements of that Act, as amended. Receipt of funds pursuant to ARRA is expressly contingent upon Contractor’s agreement that it will fully comply with the reporting requirements specified by the Act. These reporting requirements shall include, but not necessarily be limited to, the following, as applicable:
- a) Contractor shall report information required by the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282), as that law may be amended or renumbered.
 - a. The name of the entity receiving the award.
 - b. The amount of the award.
 - c. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source, and an award title descriptive of the purpose of each funding action.
 - d. The location of the entity receiving the award and the primary location of the performance under the award, including the city, State, congressional district, and country.
 - e. A unique identifier of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity.
 - f. Any other relevant information specified by the Office of Management and Budget.
 - b) Contractor will acquire or update their DUNS number and register with the Central Contractor Registration, if applicable.
 - c) Contractor shall report information responsive to ARRA Section 1512 as identified in that Section, and as that Section may be amended or renumbered, and in Federal Office of Management and Budget (“OMB”) memoranda and supplements addressing Section 1512 reporting, as amended or renumbered. Reported information will include:
 - a) Data elements specific to vendor reporting.
 - i. Award Number – Prime Recipient Vendor
 - ii. Subaward Number – Sub-recipient Vendor
 - iii. Vendor DUNS Number
 - iv. Vendor HQ Zip Code + 4
 - v. Vendor Name
 - vi. Product and Service Description
 - vii. Payment Amount
 - b) Data elements for which the prime recipient or sub-recipient is responsible, but which are generated by the vendor, including, but not limited to: project status, jobs creation, and number of jobs.
 - c) Data on number of jobs will comply with OMB Memorandum M-09-21 description of a mathematical formula to calculate Full Time Equivalence (FTE) for jobs created and retained, at page 35, and as that memorandum may be amended, supplemented, or replaced by OMB.
 - d) If applicable, pursuant to ARRA Division B, Title VII, or pursuant to OMB Guidelines, memoranda or other directives, Contractor will report the names and compensation of the five most highly compensated officers of the Contractor.
 - d) Contractor shall report any other information specified by the funding federal agency for ARRA-funded projects in addition to the reporting requirements specified in Section 1512 and OMB Memoranda.

- e) At the direction of the Agency, Contractor will use any automated data system identified by Agency to report ARRA funds, jobs created or retained, or any other ARRA-mandated reporting requirements.
- f) Contractor will meet all reporting deadlines established by the Agency to ensure compliance with ARRA-mandated reporting deadlines as well as any deadlines specified by the Agency for the reporting of data that the Agency requires in order to comply with Agency's ARRA reporting requirements.
- g) In the event that additional data reporting is imposed on the Agency by federal law or by an appropriate federal agency subsequent to the execution of this Agreement, Contractor agrees to fully comply with any and all additional reporting requirements as directed by the Agency.

B. Contractor shall also be fully responsible for complying with any reporting requirements which apply to any subcontracts awarded pursuant to this Agreement and in accordance with Section 8 of this Agreement regarding subcontracting, such reporting to comply with ARRA and/or the Federal Funding Accountability and Transparency Act (P.L. 109-282), as those laws may be amended or renumbered. Contractor shall be responsible for ensuring that all required subcontractor reporting is completed in a timely and accurate manner.

- 1) The data elements required for compliance shall include, but not necessarily be limited to, the following, as applicable:
 - a. Specific data elements identified by OMB for vendor reporting.
 - b. Any other information specified by OMB or the funding federal agency, if applicable.
 - c. The number of jobs created and retained by the project or activity, with a narrative description of the types of jobs. Data on number of jobs will comply with OMB M-09-21 description of a mathematical formula to calculate Full Time Equivalence (FTE), as that memorandum may be amended or supplemented by OMB.
- 2) At the direction of the Agency, subcontractor will use any automated data system identified by the Agency to track ARRA funds, jobs created or retained, or any other ARRA mandated reporting requirements.
- 3) ARRA Funds may be used in conjunction with other funds to perform the Scope of Work under this Agreement, but tracking and reporting must be done separately to meet the reporting requirements of ARRA and the OMB Guidance.
- 4) Contractor agrees that it will include in any subcontract agreement subject to these requirements, an affirmative obligation upon any subcontractor to collect, maintain and timely provide any and all information subject to the reporting requirements specified herein and a specific authorization for the release of this information directly to the Agency upon the Agency's request.

38. Additional Audit Requirements.

- A. If any part of this Agreement is funded pursuant to the ARRA, Contractor agrees to abide by the following:
 - 1) Allow access by any appropriate Federal entity, including an inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) to examine any records of the Contractor and any subcontractor pursuant to this original Agreement that pertain to, and involve transactions relating to, this Agreement or any subcontract pursuant to this Agreement; and

- 2) To allow any appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 to interview any officer or employee of the Contractor or any subcontractor pursuant to this original Agreement regarding such transactions.
 - 3) Nothing in this Section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.
- B. If any part of this Agreement is funded pursuant to the ARRA, Contractor agrees to abide by the following:
- 1) Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the Contractor or any of Contractor's subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
 - 2) Allow the Comptroller General and his representatives to interview any officer or employee of the Contractor or any of Contractor's subcontractors, or of any State or local government agency administering the contract, regarding such transactions.
 - 3) Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.
- C. If any part of this Agreement is funded pursuant to ARRA, Contractor agrees to maintain documentation and records that support all information submitted to the Agency for Federal Reporting purposes.
- D. Contractor agrees that it will include in any subcontract agreement an affirmative obligation upon any subcontractor to comply with and submit to all of the additional audit requirements specified herein.

39. Additional ARRA Requirements.

- A. The Agency and Contractor hereby acknowledge that any funding provided pursuant to ARRA is one-time funding which shall be limited to the specific purposes and deliverables specified herein.
- B. Whistleblower Protections of Employees Under ARRA
- 1) Contractor will comply with Section 1553 of the ARRA regarding Whistleblower protections, as that section may be amended or renumbered.
 - 2) Any employer, including Contractor, receiving funds pursuant to ARRA shall post notice of the rights and remedies provided under this section. The notice of rights shall be the same as or equivalent to the example notice set forth in Attachment 2.
 - 3) Contractor agrees that it will include in any subcontract agreement an affirmative obligation upon any subcontractor to comply with the whistleblower protection provisions specified herein.
- C. Buy American Provisions

- 1) If applicable, Contractor will comply with Division A, Section 1605 of ARRA regarding Buy American Provisions, regarding use of American iron, steel, and manufactured goods, as that section may be amended or renumbered.
- 2) If applicable, Contractor is responsible for advising any subcontractor of this requirement.

D. Wage Rate Requirements

- 1) If applicable, Contractor will comply with Division A, Section 1606 of ARRA regarding wage rate requirements, as that section may be amended or renumbered.
- 2) If applicable, Contractor will comply with Division B, Section 1601 of ARRA regarding application of certain labor standards to projects financed with certain tax-favored bonds.
- 3) If applicable, Contractor is responsible for advising any subcontractor of this requirement.

40. Mandatory Waste, Fraud or Abuse Reporting.

If any part of this Agreement is funded pursuant to the American Recovery and Reinvestment Act ("ARRA"), Contractor shall:

A. Promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving such ARRA funds.

B. Promptly report to the Agency and NMORR any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has committed fraud, waste, or abuse of ARRA funds.

C. Contractor agrees that it will include in any subcontract agreement an affirmative obligation upon any subcontractor to comply with the mandatory waste, fraud or abuse reporting requirements specified herein.

41. Non-Compliance With ARRA Reporting Requirements.

Failure of Contractor or any subcontractor to Contractor to comply with the reporting requirements, through material omission, knowingly reporting false data, or failure to comply with reporting deadlines, may result in withholding of payment and/or termination of this Agreement.

42. Cited Documents.

Cited documents may be viewed in their entirety at United States Government websites, and it is Contractor's responsibility to fully understand Contractor's duties and responsibilities for reporting and disclosure requirements when receiving ARRA funds pursuant to this or any other agreement under which ARRA funds are disbursed.

Document	Weblink
American Recovery and Reinvestment Act of 2009	ARRA
Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282)	FFATA
OMB M-09-21, Implementing Guidance for the Reports on Use of Funds Pursuant to the Recovery Act of 2009. OMB M-09-21 Supp 1: List of Programs Subject to Recipient Reporting OMB M-09-21 Supp 2: Recipient Reporting Data Model	M-09-21 Memorandum M-09-21 Supplement 1 M-09-21 Supplement 2
OMB M-09-19, Guidance on Data Submission under the Federal Funding Accountability and Transparency Act (FFATA)	M-09-19
OMB M-09-15, Updated Implementing Guidance for the Recovery Act of 2009	M-09-15

43. Debarment And Suspension And Other Responsibility Matters.

A. Contractor certifies by signing this Agreement, that Contractor and Contractor’s principals, if applicable, to the best of Contractor’s knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated above in this Paragraph; and, (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public Agreements or transactions (Federal, State or local) terminated for cause or default. If applicable, Contractor certifies that it and its principals have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a.

B. Contractor’s certification in Paragraph A is a material representation of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor’s certification in Paragraph A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances. If it is later determined that Contractor’s certification in Paragraph A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency, the Agency may terminate the Agreement.

C. Contractor shall require each proposed first-tier sub-Contractor whose subcontract will equal or exceed \$25,000, to disclose to the Agency whether as of the time of award of the subcontract, the sub-Contractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. Contractor shall make such disclosures available to the Agency. If the sub-Contractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal department or agency, the Agency may refuse to approve the use of the sub-Contractor.

44. **Other Provisions**

PLEASE NOTE: the clauses numbered 37 through 39 and set forth hereinabove are IN ADDITION TO any other pertinent requirements as set forth by the Federal Government either pursuant to or outside of the American Reinvestment and Recovery Act, such as specific requirements set forth by the Federal Agency from which funds have been appropriated or any other pertinent Federal agency.

If such additional requirements exist for this Agreement, please add such requirements herein.

Know Your Rights Under the Recovery Act!

Did you know?

The American Recovery and Reinvestment Act of 2009 ¹ provides protections for certain employees of non-federal employers who make specified disclosures relating to possible fraud, waste and/or abuse of Recovery Act funds.

Who is protected?

Employees of non-federal employers receiving recovery funds. This includes State and local governments, contractors, subcontractors, grantees or professional membership organizations acting in the interest of recovery fund recipients.

How are Whistleblowers Protected?

You cannot be discharged, demoted or otherwise discriminated against as a reprisal for making a protected disclosure.

What types of disclosures are protected?

The disclosure must be made by the employee to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee, a court or grand jury, or the head of a federal agency or his/her representatives.

The disclosure must involve information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to recovery funds;
- a gross waste of recovery funds;
- a substantial and specific danger to public health or safety related to the implementation or use of recovery funds;
- an abuse of authority related to the implementation or use of recovery funds; or
- a violation of law, rule, or regulation related to an agency contract or grant awarded or issued relating to recovery funds.

Take Action!

Log on to Recovery.gov for more information about your rights and details on how to report at www.recovery.gov.

¹ Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5

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:

CONTRACTOR:

By: _____

By: _____

Catherine D. Torres, M.D.
Cabinet Secretary

Title: _____

Date: _____

Date: _____

CERTIFIED FOR LEGAL SUFFICIENCY:

By: _____

Date: _____

Department of Health
Assistant General Counsel

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: _____

Date: _____

Taxation and Revenue Department

DEPARTMENT OF FINANCE AND ADMINISTRATION:

This CONTRACT is approved and effective the date shown:

By: _____

Date: _____

State Contracts Officer

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