

REQUEST FOR PROPOSALS
SCHOOL BASED HEALTH CENTER TECHNICAL ASSISTANCE

Date of Issuance: July 16, 2010

Deadline for Submission: July 30, 2010



PUBLIC HEALTH DIVISION
Health Systems Bureau/Office of School and Adolescent Health

Contact:

Jim Farmer
DOH/PHD/HSB/OSAH
300 San Mateo Blvd. NE Suite 902
Albuquerque, New Mexico 87108
Telephone: (505) 222-8682
FAX: (505) 222-8675

STATE OF NEW MEXICO
DEPARTMENT OF HEALTH
PUBLIC HEALTH DIVISION

TABLE OF CONTENTS

	<u>Page No.</u>
I. INTRODUCTION	
A. Purpose of this Request for Proposal	4
B. Summary Scope of Work	4
C. Scope of Procurement	4
D. Procurement Agent	4
E. Definition of Terminology	5
F. Background Information	6
II. CONDITIONS GOVERNING THE PROCUREMENT	
A. Sequence of Events	8
B. Explanation of Events	8
1. Issue of RFP	8
2. Acknowledgement of Receipt	8
3. Deadline to Submit Additional Written Questions	9
4. Response to Written Questions/RFP Amendments	9
5. Submission of Proposal	9
6. Proposal Evaluation	9
7. Selection of Finalist	10
8. Contract Award	10
9. Finalize Contract	10
10. Protest Deadline	10
C. GENERAL REQUIREMENTS	
1. Acceptance of Conditions Governing the Procurement	11
2. Incurring Cost	11
3. Prime Contractor Responsibility	11
4. Subcontractors	11
5. Amended Proposals	11
6. Offeror's Rights to Withdraw Proposal	11
7. Proposal Offer Firm	11
8. Disclosure of Proposal Contents	12
9. No Obligation	12
10. Termination	12
11. Sufficient Appropriation	12
12. Legal Review	13
13. Governing Law	13
14. Basis for Proposal	13
15. Contract Terms and Conditions	13
16. Offerors' Terms and Conditions	13
17. Contract Deviations	13
18. Offeror Qualifications	14
19. Right to Waive Minor Irregularities	14
20. Change in Contractor Representatives	14

21.	Notice	15
22.	Agency Rights	15
23.	Right to Publish	15
24.	Ownership of Proposals	15
25.	Electronic Mail Address	15
26.	Use of Electronic Versions of RFP	15
III.	RESPONSE FORMAT AND ORGANIZATION	
A.	Number of Responses	16
B.	Number of Copies	16
C.	Proposal Format	16
1.	Proposal Organization	16
2.	Letter of Transmittal	17
IV.	SPECIFICATIONS	
A.	Information	18
B.	Mandatory Specifications	18
V.	EVALUATION	
A.	Evaluation Point Summary	20
B.	Evaluation Process	20
VI.	APPENDICES	
A.	Acknowledgement of Receipt Form	22
B.	Contract Terms and Conditions	24
C.	Campaign Contribution Form.....	37

I. INTRODUCTION

A. Purpose of This Request For Proposals

The purpose and goal of this procurement is fund the services of a technical assistance coordinator who will provide and link qualified personnel familiar with the New Mexico School-Based Health Center (SBHC) program to support enhanced infrastructure stability, operational efficiency and effectiveness, and program sustainability and community partnerships.

B. Summary Scope of Work

The Contractor shall coordinate technical assistance services to support and enhance the statewide SBHC program by providing and linking qualified personnel familiar with national and state trends in school-based health center models and approaches. Technical assistance priorities are driven by needs of the local SBHCs, identified informally and formally through discussions and partnership with the Office of School and Adolescent Health (OSAH). This procurement will focus on demand-driven, practical, applied topics that are of direct, useful interest to SBHCs. The range of technical assistance will focus in the following three topic areas: (1) SBHC Business Operations, (2) Clinical Workforce Recruitment and Retention, and (3) Community Partnership Development, including but not limited to school health advisory committees, school boards, health councils, Indian Health Service and community health centers and providers. The technical assistance services will also include the preparation of reports and documents for various audiences and stakeholders indicating impact and results.

C. Scope of Procurement

The contract shall become effective upon approval of the Department of Finance and Administration (on or about August 15, 2010) and shall continue for a four-year period 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:

Jim Farmer
Department of Health
Office of School and Adolescent Health
300 San Mateo Blvd. NE Suite 902
Albuquerque, NM, 87108
Phone: 505-222-8682
Fax: 505-222-8675
E-mail: james.farmer@state.nm.us

All deliveries via express carrier should be addressed as follows:

Jim Farmer
Department of Health
Office of School and Adolescent Health
300 San Mateo Blvd. NE Suite 902
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.

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

"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.

"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.

Office of School and Adolescent Health Mission

The mission of the Office of School and Adolescent Health (OSAH) is to develop systems which prevent and reduce barriers to learning for all students in New Mexico.

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	July 16, 2010
2.	Acknowledgement Receipt	Potential Offerors	July 21, 2010
3.	Deadline to Submit Additional Questions	Potential Offerors	July 21, 2010
4.	Response to Written Questions/RFP Amendments	Agency	July 23, 2010
5.	Submission of Proposal	Offeror	July 30, 2010
6.	Proposal Evaluation	Evaluation Committee	August 4, 2010
7.	Selection of Finalist	Evaluation Committee	August 4, 2010
8.	Contract Award	Agency	August 16, 2010
9.	Finalize Contract	Agency, Offeror	August 20, 2010
10.	Protest Deadline	Offeror	September 4, 2010

B. Explanation of Events

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

1. Issue of RFP

The New Mexico Department of Health, Office of School and Adolescent Health is issuing the RFP on July 16, 2010.

2. 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 July 21, 2010.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

3. 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 July 21, 2010. All written questions must be addressed to the Procurement Agent (See Section I, Paragraph D).

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on July 23, 2010 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 DAYLIGHT TIME ON July 30, 2010. 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 August 4, 2010. 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 August 4, 2010. 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 on August 16, 2010, 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 on August 20, 2010. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

10. Protest Deadline

Any protest by an offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offerors shall begin on the day following the contract award and will end as of close of business on September 4, 2010. 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.

Jim Farmer
Office of School and Adolescent Health
Department of Health
300 San Mateo Blvd. NE Suite 902
Albuquerque, NM 87108
E-mail:james.farmer@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, 1NMAC5.2.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in 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

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

Applicant qualifications and experience must include:

- a minimum of four years progressive experience designing and delivering technical assistance to SBHCs, school administrators and boards, local health councils and providers groups on the SBHC model and approaches.
- three years documented working experience implementing technical assistance for SBHC staff and school health teams on the SBHC business and clinical models and approaches.
- demonstrated working knowledge and partnership with the National Alliance for School-Based Health Center tools, models and approaches; and
- demonstrated experience in developing and preparing documents, presentations and reports for various audiences and stakeholders, including federal agencies, school districts, community organizations, legislators and decision-makers on the SBHC model and approaches..

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to follow 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 kick-backs.

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 four (4) identical 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 on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

1. Proposal Organization

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

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary (optional)
- d) Response to Mandatory Specifications
- e) Response to Agency Terms and Conditions
- f) Offeror's Additional Terms and Conditions
- g) Other Supporting Material (optional)

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. All discussion of proposed costs, rates or expenses must be attached to cost response form.

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;
- 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:

Offerors must respond to the following elements:

Technical Assistance activities, tools and approaches that will be used to enhance SBHC business operations.

Technical Assistance activities, tools and approaches that will be used to support SBHC clinical workforce recruitment and retention.

Technical Assistance activities, tools and approaches that will be used to build and improve SBHC community partnerships.

Documents, tools and reports that will be developed to support and describe SBHC technical assistance impact and outcomes.

B. Mandatory Specifications

Abstract

A one-page abstract summarizing the proposal must be included.

Approach/Scope of Activities (5 Page Maximum)

The proposal must clearly describe activities, tools and approaches that will be used to deliver comprehensive technical assistance for the statewide SBHC program. The proposal must describe methods used to assess the needs of SBHCs, continuum of business operations, clinical workforce recruitment and retention, and strategies to assess and support broad community partnership development.

Offeror Capability (3 Page Maximum)

Offeror/Organization Description and History: Scores will be assigned on the basis of completeness, comprehensiveness, descriptiveness, and relevance of contents of this RFP. Demonstration of how the organizational history strengthens the organization's ability to perform the scope of work may also influence the scoring.

Organizational Capability: The proposal must have clear documentation of the offeror's knowledge, skill and ability to provide the activities or services described. This documentation should include past and current relevant experience, copies of current licenses and/or certifications (if applicable), and indications of the organization's stability and ability to perform the proposal being submitted. It should also reflect the organizational financial capability, as well as the persuasiveness of the offeror's evidence that it has the organizational capability to successfully carry out the programmatic scope of a contract resulting from this RFP.

Current Offeror Services: The proposal must contain a concise description of current technical assistance services for SBHCs provided by the offeror, as well as the offeror's structures and procedures for administering and delivering those services. Where systems are not in place, an action plan for the development and implementation of these systems, including a realistic timeline should be included. This section will be scored in part on the persuasiveness that current offeror services demonstrate that the offeror can conduct the requested services in this RFP.

Budget/Cost Explanation (4 page maximum):

The proposal must include a detailed budget indicating specific expenditures that link with the described activities and/or services. This budget must be fully justified in terms of described area needs and the proposed project. The Scores will be assigned on the persuasiveness that this is the best way to spend the money to achieve the desired result.

If the total compensation included in the proposal exceeds \$50,000, excluding gross receipts tax, the Offeror must submit its most recent financial statement, audit report, and management letter comments. (Not included in the page limit.)

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

V. EVALUATION

A. Evaluation Point Summary

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

FACTOR	POINTS AVAILABLE
1. Abstract	5
2. Approach/Scope of Activities	40
3. Offeror Capability	25
4. Budget/Cost Explanation	<u>30</u>
TOTAL	100

B. Evaluation Process

The evaluation process will follow the steps listed below:

1. All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Agent may contact the offeror for clarification of the response as specified in Section II, Paragraph B.8.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
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, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

Acknowledgement of Receipt Form

REQUESTS FOR PROPOSALS

SBHC EVALUATION 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 B.

The acknowledgement of receipt should be signed and returned to the Procurement Agent no later than close of business on July 21, 2010. 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.

Jim Farmer
Department of Health
Office of School and Adolescent Health
300 San Mateo Blvd. NE Suite 902
Albuquerque, NM 87108
Phone: 505-222-8682
Fax: 505-222-8675
E-mail: james.farmer@state.nm.us

APPENDIX B

Contract Terms and Conditions

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

This CONTRACT is entered into by and between the State of New Mexico, Department of Health, hereafter referred to as “DEPARTMENT”, and Contractor Name, 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. Conduct an annual survey of all SBHCs for key demographic information.
 - a. Summarize level of effort, hours of operation and SBHC contact information.
 - b. Identify priority business operations and provider gaps, summarize finding and develop recommendations to address gaps.
 - c. Prepare a summary document of findings and submit to the Office of School and Adolescent Health by October 31, 2010.
2. Serve as a project manager to report on statewide SBHC Business Operations Planning and Implementation.
 - a. Identify 5-10 SBHCs, in partnership with OSAH, that need assistance developing a comprehensive operational plan.
 - b. Develop training materials and resources on SBHC business operational planning that includes key program components including, but not limited to, SBHC operating procedures, SBHC personnel and resources, SBHC marketing strategies, and SBHC financial and sustainability planning.
 - c. Develop a training and technical assistance plan to improve SBHC Business Operational Planning and submit to OSAH by November 30, 2010.
 - d. Provide training and on-going technical assistance to 5-10 SBHCs statewide and oversee their development and implementation of a Business Operations Plan.
 - e. Summarize results of training and track status business plan developed by SBHCs. Report findings to OSAH by April 30, 2011.
3. Provide project management for the recruitment and retention of SBHC Providers statewide.
 - a. Identify SBHCs struggling to retain primary and behavior health care providers.
 - b. Develop a training and technical assistance plan to implement a recruitment and retention activities by November 30, 2011.
 - c. Provide comprehensive technical assistance to 5-10 SBHCs.
 - d. Identify key partnerships necessary to improve provider recruitment and retention and develop agreements to support SBHCs.
 - e. Summarize results of training and track status of recruitment and retention activities implemented by SBHCs. Report finding to OSAH by April 30, 2011.
4. Provide project management for School Health Advisory Committee (SHAC) development.
 - a. Identify SBHCs struggling to develop and maintain a productive SHAC.

- b. Develop a training and technical assistance plan to improve SHAC operations, including best practices for youth engagement and involvement. Submit plan to OSAH by November 30, 2011.
 - c. Provide training and technical assistance to 5-10 SBHCs to improve SHAC operations.
 - d. Summarize results of training and track status of SHAC improvements. Report findings to OSAH by April 30, 2011.
5. Serve as a project manager to support the development of documents and resources and to identify resources and adapt national tools used to support SBHC infrastructure and operational efficiency, capacity building and community partnerships.
6. Develop written reports and documents in partnership with the OSAH to support SBHCs.
7. Submit any materials developed for public or media distribution to include, but not be limited to, advertising or media campaigns, pamphlets, brochures, etc., or public service announcements to the Program Manager and the Department of Health Communications Director for approval prior to finalization and distribution.
8. Identify the Department in any published documents, media presentations, training programs, training materials, brochures, and any other materials and programs which are developed under the Scope of Work or through the budget of this Contract.

B. Services will be performed statewide.

C. Performance Measures.

Through satisfactory completion of the Scope of Work set forth above, the Entity will assist the Department to meet the portions of its 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:

Goal: Improving Individual Health

Individual Objective 2: Reduce Teen Pregnancy.

Strategies:

- Support comprehensive teen pregnancy prevention strategies and programs, based on youth development principles, such as out-of-school time programs that include opportunities for family involvement, mentoring, exercise, self-esteem building, service-learning, and employment.
- Increase youth input and involvement in the design, implementation and evaluation of age-appropriate comprehensive sex education and male involvement strategies.
- Target evidence-based, culturally relevant, gender-appropriate, age-appropriate and developmentally appropriate programs to high-risk populations, including youth with disabilities. Focus these efforts on the populations and communities with the highest teen pregnancy rates.
- Improve collaboration between state agencies, school boards, superintendents and community partners to expand funding for, and the implementation of comprehensive sex education, family planning services, service learning programs, male involvement programs and adult-youth communication programs to reduce teen pregnancy.
- Ensure that services provided to teens are confidential, including services performed at schools.

- Work with school boards and parent teacher organizations to develop support for family planning services at school-based health centers.
- Work to increase the number of family planning visits available through local public health offices, DOH Family Planning Program clinics, and school-based health centers.

Performance Measures:

- Unduplicated number of teens ages 15 to 17 receiving family planning services in agency-funded family planning clinics. (GPAC,AGA)
- National ranking of New Mexico teen birth rate per 1,000 females ages 15 to 17. (GPAC, AGA)

Individual Objective 4: Reduce Suicide Among all Population Group, Especially Youth.

Strategies:

- Acknowledge suicide as a preventable public health concern by implementing policy reform which supports adult and youth suicide awareness, prevention, intervention, and post-vention.
- Explore increasing the number of evidence- and practice-based suicide prevention programs implemented in schools, universities, worksites, correctional facilities and communities.
- Support positive youth development activities and programs, including after school programs that provide opportunities for mentoring, exercise, self-esteem building, service learning, and employment.
- Explore the use of mobile phone technology and social networking tools to expand peer counseling for teens.
- Explore the cost of increasing the number of counselors and peer counselors in schools.
- Explore development of an age and culturally appropriate system for mental health assessment and intervention programs in the Northwest part of the state. Continue to improve access to behavioral health services and supports through school-based health centers.
- Expand and promote the New Mexico Crisis Line Network and increase the availability of crisis line operators.
- Explore funding for statewide media campaigns to advertise the New Mexico Crisis Line Network.
- Increase the number of outreach and behavioral health educational presentations to teens.
- Investigate the possibility of providing behavioral health services using telehealth in school-based health centers and juvenile justice facilities.
- Explore funding opportunities to increase screening of teens at schools, public health clinics and private providers to identify at-risk youth.

Performance Measures:

- Number of calls to the agency-funded crisis line. (GPAC, AGA)

Goal: Improving the Health System

System Objective 2: Expand Healthcare for School-Age Children and Youth Through School-Based Health Services.

Strategies:

- Maintain the number of students who have access to and use school-based health centers (SBHC).
- Ensure quality of services provided in SBHCs by partnering with the University of New Mexico – Envision NM to implement second phase of quality improvement focusing on obesity prevention, community development, SBHC infrastructure development, integration of behavioral health and primary care and crisis response and planning.
- Continue to integrate behavioral health and suicide prevention services in SBHCs in order to enhance the capabilities of participating SBHCs to address behavioral health problems including suicide crisis response.

- Continue to partner with the Human Services Department to provide needed technical support to SBHCs in order to increase the number of SBHCs enrolled and successfully participating in the SBHC Medicaid Program.
- Consider incentives for medical staff to work in school-based health centers.
- Support population-based counseling and cessation programs such as telephone quit lines.

Performance Measures:

- Number of operating school-based health centers.(GPAC, AGA)
- Number of youth served at school-based health centers. (GPAC, AGA)
- Number of visits to school-based health centers.(GPAC, AGA)
- Number of students receiving behavioral health services in school-based health centers. (AGA)

2. LICENSURE

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

3. COMPENSATION

- A. The total amount payable to the CONTRACTOR under this Agreement, including gross receipts tax and expenses, shall not exceed \$. This amount is a maximum and not a guarantee that the work assigned to CONTRACTOR under this Agreement to be performed shall equal the amount stated herein.
- B. The DEPARTMENT shall pay to the CONTRACTOR in full payment for deliverables completed, such compensation not to exceed \$ (as set forth in Paragraph A) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling \$ shall be paid by the DEPARTMENT to the CONTRACTOR. Payment is subject to availability of funds pursuant to the Appropriations Paragraph 6 set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the DEPARTMENT no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. The CONTRACTOR shall submit to the DEPARTMENT at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month. No invoices will be reimbursed unless submitted within thirty (30) days after the last day of the month in which services were performed.
- C. CONTRACTOR must submit a detailed statement accounting for all services performed and expenses incurred. If the DEPARTMENT finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the CONTRACTOR that payment is requested, it shall provide the CONTRACTOR a letter of exception explaining the defect or objection to the services, and outlining steps the CONTRACTOR may take to provide remedial action. Upon certification by the DEPARTMENT that the services have been received and accepted, payment shall be tendered to the CONTRACTOR within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the DEPARTMENT shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

4. TERM

This CONTRACT shall not become effective until approved by the Department of Finance and Administration. This CONTRACT shall terminate on **June 30, 2011**, 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 DEPARTMENT'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 DEPARTMENT 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 DEPARTMENT 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 22 (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.

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. 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 and the State of New Mexico 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 Department's 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, privacy and security 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**

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, Rm. N4095
Santa Fe, NM 87502-6110

To the CONTRACTOR: **Contractor Name**
Point of Contact
Contractor Address
Contractor City, State and 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:

- a. 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;
 - b. 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;
 - c. 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.

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

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

By: _____

Alfredo Vigil MD, Secretary

Date: _____

CONTRACTOR:

By: _____

Title: _____

Date: _____

CERTIFIED FOR LEGAL SUFFICIENCY:

By: _____

Department of Health
Assistant General Counsel

Date: _____

TAXATION AND REVENUE:

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

N.M. Tax Identification #:

By: _____

Taxation and Revenue Department

Date: _____

DEPARTMENT OF FINANCE AND ADMINISTRATION:

This CONTRACT is approved and effective the date shown:

By: _____

State Contracts Officer

Date: _____

APPENDIX C

Campaign Contribution Disclosure Form

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period. Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor:

Name of Applicable Public Official:

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)