
Public Notice to Procure Medical Interpretation Services New Mexico Department of Health Refugee Health Program Fiscal Year 2016

The New Mexico Department of Health (NMDOH) Refugee Health Program is seeking providers to perform medical and mental health interpretations services, by telephone, to newly-arrived refugees during the medical and mental health evaluation, assessment, and treatment processes.

Eligible providers must demonstrate:

1. Expertise and training in medical and mental health interpretation;
2. Ability to provide interpretation services via telephone on demand 24 hours/day, 7 days a week;
3. Expertise and cultural proficiency providing interpretation services in languages that include but are not limited to:
 - Arabic
 - Farsi
 - Burmese
 - Pashto
 - Nepali
 - Somali
 - Vietnamese
 - Spanish
 - Kirundi
 - Chinese
4. Ability to record the exact amount of time, in minutes, that interpretation services were provided and include this information in monthly invoices;
5. Ability to provide translation of medical and mental health documents used during the course of the refugee health screen and mental health assessment.

Interested parties, please send email by 3:00 pm on May 1, 2015 to:

Karen Gonzales, Refugee Health Program Manager

505-476-3076

Karen.Gonzales@state.nm.us

- You must include in the Subject Line 'Response to Call for Interpretation Services'
- Include a proposed interpretation pricing schedule
- Include a brief description of offeror capacity to perform services described above
- Include contact information for further communication about the offer
- The Department will select providers based on ability to perform services at a competitive price.

The Refugee Health Program will respond in writing by May 8, 2015.

PUBLIC HEALTH

**STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT OF HEALTH
PROVIDER AGREEMENT**

The Department of Health, *Insert Division, Bureau / Program Name* hereinafter referred to as the DEPARTMENT, enters into this AGREEMENT with *Insert Provider Name* hereinafter referred to as the PROVIDER. The effective date is upon approval of both parties, whichever is later.

THE PARTIES MUTUALLY AGREE:

ARTICLE 1. SCOPE OF WORK

INTRODUCTION

The purpose of this Agreement is to provide newly-arrived refugees with quality, trained medical interpreters during the initial medical and mental health evaluation screening process.

CONTEXT

It is essential to provide quality medical interpretation to ensure that effective medical and mental health screening is accomplished for newly arrived refugees to prevent transmission of health conditions that could affect public health and impact the personal well-being of refugees and/or impede their effective resettlement.

- A. The **PROVIDER** shall perform the following work:
1. Provide medical interpretation, by telephone, for refugees when clients receive health screenings, mental health assessments, and follow-up mental health treatment services that occur at the Southeast Heights Public Health Office (SEHPHO) in Albuquerque, New Mexico, and which and are performed by the Refugee Nurse Coordinator, Refugee Mental Health Coordinator, or designee;
 2. Provide medical interpretation, by telephone, for newly-arrived refugees mental health follow-up and treatment sessions that occur at approved locations in Albuquerque, NM, and which are performed by a contracted mental health professional or designee;
 3. Ensure interpreters are highly qualified and trained in medical interpretation.
 4. Ensure that staff is culturally competent when providing interpretation services, and that staff treat refugees with respect and dignity.
 5. Ensure availability of the above services on demand, 24 hours a day, seven days a week;
 6. Provide translation of medical documents which are used during the course of the refugee health screening, mental health assessments, or related orientations/trainings when requested by the DEPARTMENT Refugee Health Program Manager;
 7. Provide client specific data to the DEPARTMENT, as back up to the PROVIDER'S monthly invoice to include the following:

Provider Name:

- a. Date and time of service;
- b. Exact amount of time, in minutes, that medical interpretation services were provided;
- c. Name of interpreter;
- d. Name of refugee served with medical interpretation, the language of the client, and the reason for visit;
- e. Name of DEPARTMENT representative initiating call:

8. Participate in financial audits by the DEPARTMENT. The Refugee Health Program Manager will provide written request two (2) weeks in advance of a scheduled audit.

Deliverables	FY16 Budget	Budget Total
Medical Interpretation by phone @ \$ per minute	\$	
Grand Total	\$	

General Provisions

Performance will be monitored and evaluated by review of quarterly data reports, periodic on-site reviews, and review of monthly activity reports.

PROVIDER agrees to accept the reimbursement rates listed above as payment in full for those services.

PROVIDER agrees to submit invoices for services provided within thirty (30) days of the close of the month in which services were provided. In addition, notwithstanding the provisions of Article 3, Compensation, the Provider agrees to submit the final invoice for services provided in June within the first week of the following July;

Invoices will be submitted to:

Refugee Health Program Manager
 New Mexico Department of Health
 1190 St. Francis Drive, Suite S1153
 Santa Fe, New Mexico 87502
 Email: Karen.Gonzales@state.nm.us
 Phone: (505) 476-3076
 Fax: (505) 827-2664

Performance Measures

PROVIDER shall substantially perform the following Performance Measures:

This Agreement is pursuant to the Public Health Division, Infectious Disease Bureau Supplemental Performance Measures – FY15.

1. Population Performance Measure

Objective: Decrease the transmission of infectious disease and expand services to persons with infectious diseases.

2. Program Performance Measure – Refugee Health Program

Percentage of newly-arrived refugees who receive interpreter services, if needed during health screenings and mental health assessment, and treatment visits.

PROVIDER shall submit a final report at the end of the fiscal year that fully describes the work performed to include:

1. How much work did we do:
 - Number of hours of interpretation services provided.
2. How well did we do it:
 - The percentage of successfully completed interpretation calls (i.e. interpreters available in requested languages; sessions conducted in professional manner; and minimal amount of time required to connect to interpreter)
3. Is anyone better off:
 - The percentage of newly-arrived refugees who have access to linguistically appropriate language interpretation services during initial medical and mental health screening, assessment, and treatment sessions;

ARTICLE 2. LICENSURE

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

ARTICLE 3. COMPENSATION

- A. The Department shall pay to the Provider in full payment for services satisfactorily performed BASED UPON DELIVERABLES, such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the Department to the Provider. **The total amount payable to the Provider under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). The total amount payable to the Provider under this Agreement and expenses shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Provider under this Agreement shall equal the amount stated herein. The parties do not intend for the Provider to continue to provide services without compensation when the total compensation amount is reached. Provider is responsible for notifying the Department when the services provided under this Agreement reach the total compensation amount. In no event will the Provider be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**
- B. Payment 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 Article 1, Scope of Work. 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 Provider 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.

ARTICLE 4. TERM

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVAL OF BOTH PARTIES, WHICHEVER IS LATER. This Agreement shall terminate on **June 30, 2014**, unless terminated pursuant to Article 5 (Termination), infra or Article 6 (Appropriations).

ARTICLE 5. TERMINATION

- A. Grounds. The DEPARTMENT may terminate this Agreement for convenience or cause. The PROVIDER may only terminate this Agreement based upon the DEPARTMENT'S uncured, material breach of this Agreement.
- B. Notice; Agency Opportunity to Cure.
1. Except as otherwise provided in Paragraph (5)(B)(3), the Department shall give PROVIDER written notice of termination at least thirty (30) days prior to the intended date of termination.
 2. PROVIDER shall give Department written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Department's material breaches of this Agreement upon which the termination is based and (ii) state what the Department must do to cure such material breaches. Provider's notice of termination shall only be effective (i) if the Department does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Department does not, within the thirty (30) day notice period, notify the Provider of its intent to cure and begin with due diligence to cure the material breach.
 3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Provider (i) if the Provider becomes unable to perform the services contracted for, as determined by the Department; (ii) if, during the term of this Agreement, the Provider is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.
- C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Department's sole liability upon termination shall be to pay for acceptable work performed prior to the Provider's receipt or issuance of a notice of termination; 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 Provider shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DEPARTMENT'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE PROVIDER'S DEFAULT/BREACH OF THIS AGREEMENT.
- D. Termination Management. If this AGREEMENT 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 Agreement, immediately upon receipt by either the DEPARTMENT or the PROVIDER of written notice of termination, the PROVIDER shall: 1) not incur any further obligations for salaries, services or any other expenditures of funds under this Agreement 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 AGREEMENT. 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 AGREEMENT; 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 AGREEMENT on the date of termination of this AGREEMENT, the

PROVIDER shall furnish to the DEPARTMENT: (a) a complete detailed inventory of nonexpendable DEPARTMENT 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 AGREEMENT regarding financial records.

ARTICLE 6. APPROPRIATIONS

The performance of this AGREEMENT is subject to the condition precedent that sufficient funds are 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 AGREEMENT funds available for expenditure by the DEPARTMENT, this AGREEMENT may be terminated or amended to a lower amount of funds upon written notice given by the DEPARTMENT to the PROVIDER. If the DEPARTMENT proposes an amendment to unilaterally reduce AGREEMENT funding, the PROVIDER shall have the option to terminate the AGREEMENT upon thirty (30) days written notice to the PROGRAM.

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

ARTICLE 7. ASSIGNMENT

The PROVIDER shall not assign or transfer any interest in this AGREEMENT or assign any claims for money due or to become due under this AGREEMENT without the prior written approval of the DEPARTMENT. This AGREEMENT is binding on the PROVIDER, its successors or transferees.

ARTICLE 8. RECORDS AND FINANCIAL AUDIT

- A. The PROVIDER shall maintain detailed time and expenditure records, which indicate the date, time, nature, and cost of services rendered during the AGREEMENT term and retain them for a period of three (3) years from the date of final payment under the AGREEMENT. The records shall be subject to inspection by the 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 AGREEMENT shall not foreclose the right of the DEPARTMENT to recover excessive or illegal payments.
- B. The PROVIDER 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 PROVIDER is determined to be a subrecipient and not a vendor under the federal Single Audit Act, the PROVIDER shall comply with the audit requirements of the Single Audit Act.
- C. If the PROVIDER receives more than \$100,000 under this AGREEMENT or more than \$100,000 in any single fiscal year, from the DEPARTMENT, the PROVIDER 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 PROVIDER 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 PROVIDER'S fiscal year.
- F. To ensure proper delivery and receipt, the PROVIDER shall submit their annual audit report or financial reports if no audit was required to:
 Department of Health
 Financial Accounting Bureau Suite N-3150
 P.O. Box 26110
 Santa Fe, New Mexico 87502-6110
- G. The Department may take corrective action as deemed necessary for PROVIDER'S failure to comply with 8-A through 8-F above. Corrective action may include, but is not limited to, termination of AGREEMENT and preclusion from engaging PROVIDER in the future.

ARTICLE 9. CLIENT RECORDS AND INFORMATION

The PROVIDER shall maintain complete client 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. Such records shall be available for inspection by the Department of Health and its designees.

The PROVIDER shall protect the confidentiality of all client information and records and shall not release any client information to any other third party without the express written authorization of the client and/or the Department of Health and its designees.

The PROVIDER 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 PROVIDER may reasonably be expected to have access to Departments' Protected Health Information (PHI) and is not a Covered Entity as defined by HIPAA, PROVIDER 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 AGREEMENT. Failure to execute the HIPAA/HITECH Business Associate AGREEMENT when required by the DEPARTMENT shall constitute grounds for termination of this AGREEMENT in accordance with Article 5 of this CONTRACT.

ARTICLE 10. RELEASE

The PROVIDER, upon final payment of the amount due under this AGREEMENT, releases the DEPARTMENT, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this AGREEMENT. The PROVIDER agrees not to purport to bind the State of New Mexico to all obligations not assumed herein by the State of New Mexico, unless the PROVIDER has express written authority to do so, and then only within the strict limitations of that authority.

ARTICLE 11. LIABILITY

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

The PROVIDER 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 AGREEMENT, if caused by the negligent or tortuous act or failure to act of PROVIDER, its officer, employees, servants, or agents, or if caused by actions of any client resulting in injury or damage to the person or property of another person during any time when the PROVIDER or any officer, DEPARTMENT, employee, or subPROVIDER thereof has undertaken or is furnishing the care and services called for under this AGREEMENT.

ARTICLE 12. STATUS OF PROVIDER

The PROVIDER, its agents and employees, are independent PROVIDERs performing professional services for the DEPARTMENT and are not employees of the DEPARTMENT. The PROVIDER, 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. PROVIDER, 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 AGREEMENT. The PROVIDER 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.

ARTICLE 13. CONFLICT OF INTEREST

The PROVIDER 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 AGREEMENT.

ARTICLE 14. AMENDMENT

This AGREEMENT 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 AGREEMENT shall be amended to comport with current policy, rules, regulations and law.

ARTICLE 15. SCOPE OF AGREEMENT

This AGREEMENT incorporates all the terms, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, terms, and prior understandings have been merged into this written AGREEMENT. No prior AGREEMENT or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this AGREEMENT.

ARTICLE 16. NON-DISCRIMINATION

The PROVIDER hereby agrees to comply with the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794, et seq.), Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. 12150, et seq.) and all other applicable federal and state laws and regulations. These laws and regulations prohibit discrimination on the grounds of race, color, national origin, sex, age, handicap or disability.

ARTICLE 17. APPLICABLE LAW

The laws of the State of New Mexico shall govern this AGREEMENT, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in

accordance with NMSA 1978 Section 38-3-1(G). By execution of this AGREEMENT, PROVIDER acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this AGREEMENT. The parties agree to abide by all state and federal laws and regulations.

ARTICLE 18. AUTHORITY

If PROVIDER is other than a natural person, the individual(s) signing this AGREEMENT on behalf of PROVIDER represent and warrant that he or she has the power and authority to bind PROVIDER, and that no further action, resolution, or approval from PROVIDER is necessary to enter into a binding AGREEMENT.

ARTICLE 19. Employee Pay Equity Reporting

PROVIDER 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 AGREEMENT, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for AGREEMENTS up to one (1) year in duration. If PROVIDER has (250) or more employees PROVIDER must complete and submit the PE250 form on the annual anniversary of the initial report submittal for AGREEMENTS up to one (1) year in duration. For AGREEMENTS that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, PROVIDER also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual AGREEMENT 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 AGREEMENT, whichever comes first. Should PROVIDER not meet the size requirement for reporting at AGREEMENT award but subsequently grows such that they meet or exceed the size requirement for reporting, PROVIDER agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That requirement on any subPROVIDER(s) performing more than 10% of the dollar value of this contract if said subPROVIDER(s) meets, or grows to meet, the stated employee size thresholds during the term of the AGREEMENT. PROVIDER further agrees that, should one or more subPROVIDER not meet the size requirement for reporting at AGREEMENT award but subsequently grows such that they meet or exceed the size requirement for reporting, PROVIDER will submit the required report, for each such subPROVIDER, within ninety (90) days of that subPROVIDER meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subPROVIDER, shall be due on the annual anniversary of the initial report submittal. PROVIDER 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 subPROVIDER(s) in accordance with the schedule contained in this paragraph. PROVIDER acknowledges that this subPROVIDER requirement applies even though PROVIDER itself may not meet the size requirement for reporting and be required to report itself.

IN WITNESS WHEREOF the parties have executed this AGREEMENT at Santa Fe, New Mexico. The effective date is upon approval of both parties, whichever is later.

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

By: _____
Authorized Signature Designee

Date: _____

PROVIDER:

By: _____

Date: _____

Licensing #: _____

Expiration Date: _____

Name of Licensing Board: _____

Drug Enforcement Agency #: _____

Expiration Date: _____

New Mexico Controlled Substance #: _____

Expiration Date: _____

**NEW MEXICO DEPARTMENT OF HEALTH
DIVISION:**

By: _____
Division Director or Finance Manager

Date: _____

CERTIFIED FOR LEGAL SUFFICIENCY:

By: _____
Department of Health
Assistant General Counsel

Date: _____

TAXATION AND REVENUE:

The PROVIDER 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: _____