

REQUEST FOR PROPOSALS (RFP)

Health Care Professional Recruitment and Retention Services

Date of Issuance: Monday, February 11, 2019

Deadline for Submission: Wednesday, March 6, 2019



STATE OF NEW MEXICO
DEPARTMENT OF HEALTH
PUBLIC HEALTH DIVISION
POPULATION AND COMMUNITY HEALTH BUREAU
OFFICE OF PRIMARY CARE & RURAL HEALTH

RFP # OPCRH20-23

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Health Care Professional Recruitment and Retention Services per the Rural Primary Health Care Act (RPHCA) (Section 24-1A 3.1 NMSA 1978 and 7 NMAC 29.3). This RFP is for contracting with a New Mexico nonprofit corporation to assist communities in the recruitment, placement and retention of health care personnel in health care underserved areas of the State and to coordinate such effort with health professional education programs. These statewide services must be provided in accordance with applicable federal, state, and local laws.

As required by the RPHCA, the New Mexico nonprofit corporation shall provide state wide professional services in management consulting, planning, policy advisement and research for recruitment and retention for health care professionals for the State of New Mexico's underserved areas and RPHCA's health care facilities. General funds are contracted for the primary purpose of establishing and maintaining a centralized clearinghouse for this effort. The Office of Primary Care and Rural Health (OPCRH), Population and Community Health Bureau, has further defined a core pool of primary health care professionals to be recruited under this contract. These include physicians, midlevel practitioners (nurse practitioner, physician assistant and nurse midwife) and dentists.

B. 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.

C. SCOPE OF PROCUREMENT

The term of this contract will be for four (4) years. The contract shall become effective upon approval of the Department of Finance and Administration (on or about July 1, 2019) and shall continue for a four-year period at the discretion of the Department of Health (DOH) contingent upon sufficient funding and satisfactory Scope of Work performance.

D. PROCUREMENT MANAGER

1. DOH has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Crystal Begay, Procurement Manager
Address: New Mexico Department of Health
Office of Primary Care & Rural Health
300 San Mateo Blvd. NE, Suite 900
Albuquerque, New Mexico 87108
Telephone: (505) 222-8679
Fax: (505) 222-8675
Email: crystal.begay@state.nm.us

2. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the Agency. **Protests of the solicitation or award must be delivered by mail to the Department’s Administrative Services Division.** **ONLY** protests delivered directly to the Administrative Services Division in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

E. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“**Agency**” or “**Department**” means the Department of Health.

“**Award**” means the final execution of the contract document.

“**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“**Confidential**” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978

57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.

“**Contractor**” means any business having a contract with a state agency or local public body.

“**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“**Desirable**” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

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

“**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.

“**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“**Finalist**” means 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.

“**IT**” means Information Technology.

“**Mandatory**” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“**Minor Technical Irregularities**” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.

“Procurement Manager” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“Procuring Agency” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

“Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

“Redacted” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

“Request for Proposals (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 means an offer 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.

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“State (the State)” means the State of New Mexico.

“State Agency” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the

purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

“State Purchasing Agent” means the director of the purchasing division of the general services department.

“Statement of Concurrence” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“Unredacted” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“Written” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

F. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. The library contains information listed below:

Procurement Regulations and Request for Proposal – RFP instructions:

http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	Agency	2/11/2019
2. Acknowledgement of Receipt	Potential Offerors	2/20/2019
3. Deadline to Submit Questions	Potential Offerors	2/22/2019
4. Response to Written Questions	Procurement Manager	2/25/2019
5. Submission of Proposal	Potential Offerors	3/6/2019
6. Proposal Evaluation	Evaluation Committee	3/6/2019 to 3/13/2019
7. Selection of Finalist	Evaluation Committee	3/15/2019
8. Contract Award	Agency/ Finalist Offeror	3/20/2019
9. Finalize Contract	Agency, Offeror	3/29/2019
10. Protest Deadline	Offeror	+15 days

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the New Mexico State Department of Health on **February 11, 2019**.

2. Acknowledgement of Receipt

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, 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 email to the Procurement Manager by close of business on **February 20, 2019**.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until **close of business on February 22, 2019** as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to written questions and any RFP amendments will be distributed on **February 25, 2019** to all potential offers whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the offeror's representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the offeror's organization name shall be deleted from the procurement distribution list.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 5:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON **March 6, 2019**. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **Health Care Professional Recruitment and Retention Services RFP # OPCRH20-23**. Proposals submitted by facsimile or other electronic means will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II. A., Sequence of Events or as soon as possible.

8. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

9. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office.

The contract shall be awarded to the Offeror whose proposals are most advantageous to the State of New Mexico and Department of Health, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and State approval.

10. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. ONLY protests delivered directly to the Administrative Services Division in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Administrative Services Division
New Mexico Department of Health
General Accounting Bureau
P.O. Box 26110
Santa Fe, New Mexico 87502-6110

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential 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 potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state agency which may derive from this RFP. The state agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

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. Offeror's 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 addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

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 for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90)

days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
 - 1. confidential financial information concerning the Offeror's organization;
 - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - 3. PLEASE NOTE: 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 Division or the Agency 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 RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by 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 terminations 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's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Sample Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the 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 of the Sample Contract 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.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. Please see Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

Eligible offerors requesting funding shall:

- a) Be a New Mexico nonprofit corporation with federal 501(c)(3) tax-exempt status.
- b) Have a Governing Board of Directors whose membership is representative of the geographic areas and ethnic populations in New Mexico and is comprised of both health care providers and consumers. Governing and/or Advisory Board members shall be residents of the area served by the organization and representative of the social, economic, linguistic, and racial target populations. Division-funded non-profit corporations shall not employ persons related to board members by consanguinity or affinity within the third degree. This includes spouse, mother, father, brother, sister, grandparent, aunt, uncle, niece, nephew, mother-in-law, father-in-law, and sister-in-law.
- c) Have the capability to carry out the purposes of the contract including qualified professional staff.
- d) Not be a health care provider or association of health care providers.
- e) Have a minimum of 4 years professional experience in the areas as described in this RFP's Detailed Scope of Work (IV.A).

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

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 same mandatory requirements and the

failure to do 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 representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

21. Notice of Penalties

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

22. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, 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 and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

26. 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. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to:

http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx.

28. New Mexico Employees Health Coverage

- A. If the Offeror 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, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree 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://www.insurenewmexico.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); 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.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

30. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX D which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.

3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify the following with a check mark and signature where required:
 - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
 - b. **Explicitly** indicate acceptance of Section V of this RFP; and
 - c. Acknowledge receipt of any and all amendments to this RFP.
6. Be signed by the person identified in para 2 above.

31. Pay Equity Reporting Requirements

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
- B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- D. Offeror must also agree to levy these reporting requirements 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. Offeror must further agree 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, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

32. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional

information as requested will render the Offeror nonresponsive.

- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

33. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

A copy of the certification must accompany your proposal.

B. New Mexico Resident Veterans Business Preference

A copy of the certification must accompany your proposal.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP. In no case will more than one proposal from a single offeror be accepted.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and three (3) **hard copies** of their proposal to the location specified in Section I.D. on or before the closing date and time for receipt of proposals.

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder.

The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be typewritten, single spaced, no less than size 10 font, on standard 8 1/2 x 11 paper, unbound and placed within binders with tabs delineating each section.

1. Proposal Content and Organization

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

Proposal Organization

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

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

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

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

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

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.C.1;
- f) be signed by the person authorized to contractually obligate the organization; and
- g) acknowledge receipt of any and all amendments to this RFP.

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Proposal:

- A. Signed Letter of Transmittal
- B. Table of Contents
- C. Proposal Summary (Optional)
- D. Response to Contract Terms and Conditions
- E. Offeror's Additional Terms and Conditions
- F. Response to Specifications
 1. Mandatory Specification
 2. Financial Stability - Financial information considered confidential should be placed in a **Confidential Information** folder.
 3. Signed Campaign Contribution Form
- G. Other Supporting Material (If applicable)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview 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.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. DETAILED SCOPE OF WORK

The CONTRACTOR shall perform the following work:

- A. Provide the AGENCY with an Operational Plan including goals, objectives, measures, and outcomes (short term and long term) for each Contract Activity on the third Thursday of each July for the duration of this Contract. The following must be included in the Operational Plan:
 1. Manage a recruitment and retention program to increase the availability of Primary Health Care Professionals for Rural Primary Health Care Act (RPHCA) facilities, compile vacancy lists and make referrals. CONTRACTOR will:
 - a. Provide a narrative and spreadsheet table which compares current reporting period recruitment and retention activities with the same period last year. The table must include number of: Contacts, Applications, Referrals, and Placements by Health Care Professionals. Also, provide number of current Health Care vacancies identified for the current reporting period. Provide in the appendix of the report(s) copies of all materials used to recruit and retain these health care professionals to New Mexico;
 - b. Document efforts to recruit Primary Care Health Professionals by:
 - i. Accounting for contacts made with individuals, groups and training programs,
 - ii. Include an enumeration of individual contacts, applications made as defined by receipt of resumes, referrals made to eligible practice sites, and a tally of hires made by the practice sites;
 - c. Conduct a comprehensive Primary Care recruitment program at the local, state, regional and national levels. Activities will include:
 - i. Participation in the National Rural Recruitment and Retention Network (3RNET) that is a provider driven web-based sourcing methodology,
 - ii. Engaging with the 3RNET for collaborative purchasing of advertising in primary care written and electronic job announcements;
 - iii. Participation in combined presentations, such as the annual American Academy of Family Physicians (AAFP) meetings and similar national venues to highlight New Mexico practice opportunities;
 - iv. Participation in health professional electronic Job Boards for sourcing, routine, identifying potential eligible health care providers;
 - v. By invitation, participate in monthly/quarterly training programs at New Mexico colleges and universities to include presentations at Primary Care educational programs, monthly attendance at the University of

- New Mexico (UNM) Graduate Education Executive Committee;
 - vi. Provide a quarterly report on the number and type of health professional vacancies by county throughout the state;
 - vii. Use of collegiate supplied location reports to contact New Mexico trainees in other states to refer them to opportunities in New Mexico;
 - viii. Utilization of Kontakt Intelligence (Ki) health professional software to match community openings with providers in a culturally competent way;
 - ix. Conduct outreach to Primary Care physicians through participation in at least three regional CareerMD job fairs;
 - x. Daily response and referral of all health professionals who contact the CONTRACTOR about practice locations in the State;
 - xi. Daily provision of requested information about New Mexico health professional loan for service and loan repayment programs;
 - xii. Coordination of recruitment efforts with the New Mexico Primary Care Association (NMPCA), the New Mexico Medical Society, the New Mexico Hospital Association, and the New Mexico Dental Association; and,
 - xiii. Align recruitment and retention efforts with Family Nurse Practitioner (FNP), Physician Assistant (PA), Certified Nurse Midwife (CNM) and other primary care training programs, as well as associated trade associations.

2. Conduct targeted recruitment activities of health care professionals participating in the National Health Service Corps (NHSC) and New Mexico Health Service Corps (NMHSC), and Foreign Physicians holding J-1 Visas. CONTRACTOR will:

- a. Provide a narrative and spreadsheet table describing the number and type (NHSC, NMHSC, J-1) of health care professional recruited to New Mexico. The narrative must include where, when and by whom the health care professional was recruited to New Mexico. Provide in the appendix of the report(s) copies of all materials used to recruit these health care professionals to New Mexico. The narrative will have a comparison with current reporting period activities with the same period last year.
- b. Update outreach materials to reflect New Mexico demographic changes that arose because of the U.S. Census;
- c. Collaborate with AGENCY staff in appropriate site designations for NHSC loan repayment and scholarship sites;
- d. Maintain HPSA scoring within electronic referral software to better match loan re-repayers and scholars with appropriate referrals;
- e. Inform eligible NMHSC students and residents about the opportunity to participate and supply application materials electronically and in person at the

training institutions;

- f. Use outreach activities to residency programs throughout the country to inform potential J-1 Visa Waiver applicants about opportunities in New Mexico;
 - g. Perform at least one regional recruitment and retention training for recruiters annually; and,
 - h. As supplied by the National Health Service Corps, CONTRACTOR will utilize both the 3RNET website, advertising collaborative and electronic software to refer NHSC, NMHSC and J-1 Visa Waiver candidates.
3. Conduct targeted dental outreach activities for dental health professionals participating in the New Mexico Health Service Corps. CONTRACTOR will:
- a. Provide a narrative and spreadsheet table describing the number dental health care professional recruited to New Mexico. The narrative must include where, when and by whom the dental health care professional was recruited to New Mexico. Provide in the appendix of the report(s) copies of all materials used to recruit dental health care professionals to New Mexico. The narrative will have a comparison with current reporting period activities with the same period last year.
 - b. Perform outreach activities to the UNM, New Mexico State University (NMSU) and Eastern New Mexico University (ENMU) student bodies about participation in New Mexico Pre-Dental Society educational activities;
 - c. Perform outreach activities to New Mexico dental students participating in the Western Interstate Commission on Higher Education (WICHE) program at various dental schools throughout the country;
 - d. Maintain contacts with dental school deans and associate deans where New Mexico students are studying to inform them of loan obligation programs available in New Mexico; and,
 - e. Collaborate with the UNM Dental Residency in the development of practice rotations in community health centers and inform residents of practice opportunities in the state.
4. Conduct presentations at least three (3) rural family medicine residency programs in the state that highlight rural practice and will feature local practitioners sharing their experiences in rural practice. CONTRACTOR will:
- a. Provide a narrative describing the presentations at the family medicine residency programs in the state that highlight rural practice. The narrative must include where, when and by whom the presentations were made. Provide in the

appendix of the report(s) copies of all materials used during these presentations. The narrative will have a comparison with current reporting period activities with the same period last year.

- b. Schedule face to face presentations in Albuquerque, Las Cruces, Santa Fe, and Silver City at each of the family medicine residencies as part of recruitment efforts;
 - c. Host New Mexico residents at the annual AAFP national conference;
 - d. Maintain relationships with the Residency Coordinator at UNM, the Residency Coordinator in Las Cruces, the Residency Coordinator in Silver City, and the Residency Coordinator at the Santa Fe Family Medicine Residency Program;
 - e. Distribute materials on NHSC, NMHSC, J-1 Visa Waiver applications at the family medicine residency programs; and,
 - f. Offer resume writing, interview techniques and contract review to willing rural residents, as well as to residents in the Albuquerque program.
5. Develop and conduct survey activities that will document and compile an inventory of rural and underserved area Specialist Physicians vacancies currently in the New Mexico Workforce. The CONTRACTOR will compile these findings into quarterly reports and a final document to be titled New Mexico Rural and Underserved Area Specialist Physician Survey for each year of this Contract. CONTRACTOR will:
- a. Provide a narrative report describing work done during the reporting period for the Specialist Physicians Survey. The narrative must include where, when and by whom these surveys were conducted. Provide in the appendix of the report(s) copies of all materials used during survey. The narrative will have a comparison with current reporting period activities with the same period last year. The survey methodology will be included in the report(s).
 - b. Perform a survey of vacancies on a quarterly basis, commencing with the first quarter of the fiscal year, identifying Specialist Physician needs in the state to maintain an accurate and current list of openings; and,
 - c. Report on the methodology used to obtain information on vacancies, as well as report on response rate.
6. Develop and conduct survey activities that will document the salary compensation of rural community-based healthcare professionals for retention purposes. The CONTRACTOR will compile these findings into a final document to be titled Health Professional Compensation Survey for each year of this Contract. CONTRACTOR will:

- a. Provide a narrative report describing work done during the reporting period for the salary compensation of rural community-based healthcare professional survey. The narrative must include where, when and by whom this survey was conducted. Provide in the appendix of the report(s) copies of all materials used during survey. The narrative will have a comparison with current reporting period activities with the same period last year. The survey methodology will be included in the report(s).
 - b. Supply information to Primary Care providers on current salary and benefit information throughout the year;
 - c. Provide salary information comparisons by Physician Specialty based upon national surveys and especially for primary care physicians; and,
 - d. Develop a methodology to inform rural providers of state, regional and national survey information.
7. Conduct retention activities including continuing education activities for health care professionals practicing in underserved areas of the state. CONTRACTOR will:
- a. Provide a narrative describing work done during the reporting period for retention activities for health care professionals in underserved areas of New Mexico. The narrative must include where, when and by whom these activities occurred. Provide in the appendix of the report(s) copies of all materials used during these activities. The narrative will have a comparison with current reporting period activities with the same period last year.
 - b. Conduct planning activities in respect to retention commencing in September running through April for the duration of this contract by evaluating previous retention activities and working with a planning committee to conduct a health professional retention event to be held in May or June 2020, May or June 2021, May or June 2022 and May or June 2023;
 - c. Evaluate retention activities by the end of the contract period;
 - d. Report on the evaluation of retention activities and include such in planning each retention activity;
 - e. Conduct the New Mexico J-1 Visa Waiver Physicians Retention Survey; contacting participants through information supplied by the AGENCY.
8. Conduct retention activities for Critical Access Hospital (CAH) Administrators and key leadership personnel. CONTRACTOR will:
- a. Provide a narrative describing work done during the reporting period for retention activities for Critical Access Hospital Administrators and key

leadership personnel. The narrative must include where, when and by whom these activities occurred. Provide in the appendix of the report(s) copies of all materials used during these activities. The narrative will have a comparison with current reporting period activities with the same period last year;

- b. Identify, in conjunction with AGENCY staff, eligible participants among CAH facilities to participate in retention functions;
 - c. Identify and coordinate participation, with AGENCY staff, in regional and/or national meetings of CAH staff;
 - d. Provide logistical assistance to eligible CAH staff to participate in state, regional and/or national training sessions as identified by AGENCY staff; and,
 - e. Provide reimbursement services to eligible CAH staff who participate in state, regional and/or national training sessions as identified by AGENCY staff. Reimbursements will include: registration fees, travel, lodging and meals.
9. Conduct targeted health professional retention technical assistance with use of electronic software. The CONTRACTOR will provide technical assistance to community health centers, critical access hospitals and rural health centers by:
- a. Entering all basic individual information to allow for retention activities to be accomplished into software. Included basic information is demographic information, location, contact information, placement site, practice and community preference and personal data that was included in professional to community match;
 - b. Submitting timely data about NHSC, NMHSC, and J-1 Visa waiver placements;
 - c. If supplied by funders, and for retention purposes, CONTRACTOR will track dates of commencement and termination of obligations on the part of awardees;
 - d. Evaluating entries for accuracy and completeness, especially in respect to contact information such as email address;
 - e. Establishing a database that may be used for multi-year reporting of participation in retention activities; and,
 - f. Using Practice Sights in conjunction with all community health centers, critical access hospitals and rural health centers, but will identify specific agencies with which to work in the implementation phase of the project.
10. Conduct continuing education support and prevention projects for Rural and Community Health Clinic Dental Providers, Dental Educators, and Dental Disease Prevention Coordinators as part of the Rural Health and Community Health Clinic

Dental Providers and Dental Educators Leadership Development. CONTRACTOR will:

- a. Provide a narrative describing work done during the reporting period for continuing education activities for Community Health Clinic Dental Providers and Dental Educators. The narrative must include where, when and by whom these activities occurred. Provide in the appendix of the report(s) copies of all materials used during these activities. The narrative will have a comparison with current reporting period activities with the same period last year;
- b. Identify, in conjunction with AGENCY staff, eligible participants among Community Health Clinic Dental Providers, Dental Educators and Speakers to participate in retention functions;
- c. Identify and coordinate participation, with AGENCY staff, in regional and/or national meetings of Community Health Clinic Dental Providers and Dental Educators;
- d. Provide logistical assistance to eligible Community Health Clinic Dental Providers and Dental Educators to participate in state, regional and/or national training sessions as identified by AGENCY staff;
- e. Conduct planning activities in respect to retention commencing in September and running through April by evaluating previous retention activities and working with a planning committee to conduct a health professional retention event to be held in May or June 2020, May or June 2021, May or June 2022 and May or June 2023 (or at the direction of the AGENCY in respect to schedule of events);
- f. Identify and coordinate participation, with AGENCY staff regarding Dental Disease Prevention Coordinators to implementing best practices in oral health promotion and disease prevention both statewide and in local communities;
- g. Evaluate retention activities and prevention projects by the end of the contract period; and,
- h. Provide reimbursement services to eligible Dental Providers, Dental Educators and Speakers who participate in state, regional and/or national training sessions as identified by AGENCY staff. Reimbursements will include: registration fees, travel, lodging and meals.

11. Provide continuing education support to Certified Community Health Workers (CCHW). CONTRACTOR will:

- a. Develop a professional development plan for CCHWs.

- b. Identify key partnerships necessary to implement professional development plan.
 - c. Organize committee of clinical and content experts to address professional development issues.
 - d. Ensure activities are interactive in nature and include presentations from recognized experts in the field of community health workers.
 - e. Summarize results of professional development activities.
 - f. Provide necessary resources for presenters and participants to attend a retention event.
12. Participate in a Statewide HealthCare work group that is charged with developing a plan that would improve health care access by addressing provider recruitment and retention, and interpretation of analysis data arising from a health care workforce database. CONTRACTOR will:
- a. Review and become familiar with SB 14 HealthCare Workforce Data Collection results;
 - b. Attend the scheduled meetings concerning HealthCare work group.
 - c. Summarize the outcome of the HealthCare work group meetings;
 - d. Participate in annual identification of disciplines to be studied by the Workforce Committee;
 - e. Identify potential barriers and potential solutions to successful implementation of such a database system;
 - f. Develop policy and recommendations to overcome barriers of such a database system implementation;
 - g. Identify barriers and potential solutions to successful implementation workforce development strategy;
 - h. Develop policy and recommendations to overcome barriers to workforce development plan implementation; and,
 - i. Participate in the compilation of findings into a report to be submitted to the interim legislative health and human services committee in conjunction with the Workforce Committee.

Reporting and Invoicing

- B. Meet with AGENCY staff to review and discuss the Operational Plan on the second Tuesday of each July for the duration of this Contract.
- C. Submit for AGENCY approval an Invoice and a comprehensive Progress Report every other month on the first Friday starting in September 2019 and continuing for the duration of this Contract for all Contract Activities. The Progress Report(s) should consist of the following sections:
 - 1. Executive Summary
 - 2. Narrative describing progress toward the Goals, Objectives and Outcomes (Short Term and Long Term) for each Contract Activity described in the Schedule of Activities (Narrative should include tables, lists, handout materials, slideshow presentations etc. used by contractor to perform all Contract Activities. Contract must also include dates, locations, targeted audiences of all meetings and follow-up action items used by contractor to perform all Contract Activities).
 - 3. Findings and Reporting Period Accomplishments.
 - 4. Summary and Comparison to past Reporting Period performance.
 - 5. Recommendations: Identify future area(s) of focus.
 - 6. Appendix (Attachments)
 - 7. Methodology
- D. Meet with AGENCY Staff to review and evaluate the Progress Report(s) on the third Friday after submitting Progress Report(s) for the duration of this Contract.
- E. Submit for AGENCY approval a Final Invoice with a Draft Progress Report and Draft Final Report on every first Tuesday of June for the duration of this contract.
- F. Submit a Progress Report and Final Report on every third Thursday of June for the duration of this contract for all Contract Activities. The Final Report should consist of the following sections:
 - 1. Executive Summary
 - 2. Narrative describing progress toward the Goals, Objectives and Outcomes (Short Term and Long Term) for each Contract Activity described in the Schedule of Activities (If new or heavily revised presentation materials are implemented, narrative should include tables, lists, handout materials, slideshow presentations etc. used by contractor to perform all Contract Activities. Contract must also include dates, locations, targeted audiences of all meetings and follow-up action items used by contractor to perform all Contract Activities).
 - 3. Findings and Years Accomplishments.
 - 4. Summary and Comparison to past years' performance.
 - 5. Recommendations: Identify future area(s) of focus.
 - 6. Appendix (Attachments)
 - 7. Methodology
- G. Meet with AGENCY staff on every fourth Thursday of June for the duration of this contract to review and evaluate the Progress Report and Final Report.

Performance Measures

CONTRACTOR shall substantially perform and report annually the following Performance Measures:

- H. Program Performance Accountability: Expand health care access in rural and underserved areas. Report will address:
 - 1. Number of medical and dental encounters at primary care clinics supported by the AGENCY.

- I. Result Accountability Measures/Population Accountability: State of New Mexico Rural and Underserved Populations Access to Healthcare. Report will address:
 - 1. Ratio of Placements to Referrals of providers to clinics throughout New Mexico (CONTRACTOR facilitates placements, but has no control of when and where health professionals are hired).

 - 2. Total number of visits and hours spent doing rural healthcare professional workforce development in schools located in high need areas of New Mexico.

BUDGET

		FY 2020	FY 2021	FY 2022	FY 2023	Total
1	Operational Plan					
2	Progress Report					
3	Progress Report					
4	Progress Report					
5	Progress Report					
6	Progress Report					
7	Progress and Final Reports					
	TOTAL					

B. TECHNICAL SPECIFICATIONS

1. Mandatory Specifications

Offerors must respond to the following elements:

- 1. **Prerequisites for Proposals:** Proposals should be concise, providing a straightforward description of the Offeror’s ability to meet the requirements of this RFP. Proposals shall include all required forms and components.

- 2. **Proposal Components:** Proposals shall include the following components presented in the order listed below:

- a) **Proposal Cover Sheet:** A completed proposal cover sheet form, executed by an authorized agent of the Offeror. The form to be used by the Offeror is included in the Appendix of this RFP. It requires basic information about the Offeror, and agreement to key assurances.
- b) **Proposal Narrative:** The proposal narrative description should include a discussion of proposed activities to be conducted by the Offeror in response to this RFP (no more than 18 pages). The narrative shall have the following subsections:

1. Description of Proposed Recruitment Program: A narrative describing the Offeror's proposed health care professional recruitment activities including:

- a. A brief discussion of the Offeror's approach to recruitment of health care professionals for rural and/or underserved areas.
- b. A discussion of the how the Offeror will implement a recruitment program that increases the availability for underserved areas of primary health care professionals including, but not limited to midlevel practitioners (physician assistants, advanced practice nurses), primary care physicians (family practice, general practice, general pediatrics, obstetrics/gynecology and general internal medicine), dentists, dental hygienists, and other physicians, including specialist physicians as identified by the Department.
- c. A discussion of how the Offeror intends to conduct targeted recruitment of health professionals participating in the National Health Service Corps (NHSC), New Mexico Health Service Corps (NMHSC), Foreign Physicians holding J-1 Visas, and primary care resident physicians.
- d. A discussion of how the Offeror intends to coordinate with health care professional training programs. This section should include a discussion of specific recruitment activities at in-state and out-of state training programs that supply needed health care professionals.

2. Description of Proposed Retention Program: A narrative describing the Offeror's proposed health care professional retention activities including:

- a. A brief discussion of the Offeror's approach to retention of health care professionals for rural and/or underserved areas.
- b. A discussion of how the Offeror intends to plan, develop and conduct survey activities that will document the salary compensation of rural

community-based health care professionals for use as a retention tool by these organizations.

- c. A discussion of how the Offeror intends to plan, organize and conduct retention activities for community-based health care professionals that include continuing education activities for medical and dental health care professionals practicing in rural and underserved areas of the state.
- d. A discussion of how the Offeror intends to plan, organize and conduct retention activities for Critical Access Hospital (CAH) Administrators and key hospital leadership personnel.

3. Description of Organizational Capability and Resources:

- a. An organizational chart that clearly identifies how the proposed program fits within the Offeror's organization must be included as an attachment to the proposal. A copy of Articles of Incorporation, Current By-Laws, copy of 501(c)(3) Tax Exempt status and Roster of Current Board members must be included in the appendices.
 - b. A narrative describing key staff, staff experience and qualifications; relevant materials such as job descriptions of key staff may also be included in the appendices.
 - c. A discussion of the Offeror's administrative and fiscal capability to carry out the proposed activities. This section should include a discussion of the Offeror's resources and capacity to develop, utilize and maintain computerized information systems for identifying and tracking vacancies and referrals, how information is processed and retrieved to compile required reports, and the frequency with which vacancies are updated.
 - d. Other relevant organizational ability to include other capabilities that contribute to the Offeror's ability to accomplish activities identified in this RFP.
- c) **Proposed Workplan:** The proposed workplan is composed of two sections, a narrative describing the Offeror's proposed activities and a formatted workplan.

1. Narrative of proposed activities

- a. The recruitment workplan narrative should include a description of the proposed activities as described in Section IV.A. of this RFP.
- b. The retention workplan narrative should include a description of the

proposed activities as described in Section IV.A. of this RFP.

- 2. Formatted Workplan** of proposed activities should contain problem statements, goals, measurable objectives, action steps, identify persons responsible for completing each step and evaluation methods that provide information and feedback into the program so that adjustments can be made. A table format with this information that matches the narrative is strongly suggested and must be included in the appendices.

EXAMPLE: Recruitment Workplan Problem Statement: Community based primary care centers in rural and underserved areas in New Mexico have been unable to recruit health care professionals.			
Goal: To recruit sufficient health care professionals to meet the needs of community based primary care centers in rural and underserved areas of the state			
Objective	Action Steps	Persons Responsible for completing action step	Evaluation Method
A. Create a pool of eligible health care professionals by the end of (date)	A. Place advertisements in local newspapers	A. Recruitment Specialist will develop ad and contact newspapers on a monthly basis.	A. At quarterly review all advertisements will be reviewed by (staff). B. Staff will compare with health care professionals recruited during (period).

EXAMPLE: Retention Workplan Problem Statement: Community based primary care centers in rural and underserved areas in New Mexico have been unable to retain health care professionals.			
Goal: To provide targeted activities for community based primary care centers in rural and underserved areas of the state so that they can retain key health care professionals.			
Objective	Action Steps	Persons Responsible for completing action step	Evaluation Method
A. Identify key strategies to retain health care professionals by the end of (date)	A. Research retention strategies utilized by community based primary care centers.	A. Recruitment Specialist will survey community based primary care centers for retention strategies and compile results.	A. At quarterly review all survey results will be compiled reviewed by (staff). B. All staff will analyze and discuss how to integrate with

			current activities.
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d) **Proposal Budget:** A detailed operating budget for all proposed activities, including sufficient information to allow the Division to assure that all proposed expenditures are eligible for reimbursement and are justifiable (no more than 5 pages). The proposal budget shall include:

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

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

1. Proposal Cover Page and Assurances
2. Copies of Articles of Incorporation
3. Current by-laws
4. Copy of Tax Exempt Status (501(c)(3) Status)
5. Board Roster Form
6. Organizational Chart
7. Formatted workplan
8. Campaign Contribution Form (APPENDIX B)

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

2. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form **must** be completed and must be signed by the person authorized to obligate the company.

3. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Factors – correspond to section IV.B and IV.C	Points Available
B. Technical Specifications	
B.1. Mandatory Specifications	
B.1.1 Response to Program Proposal	20
B.1.2. Organizational Capability and Resources	10
B.1.3. Proposed Work plans	60
B.1.4 Budget	10
C. Business Specifications	
C.1. Financial Stability	Pass/Fail
C.2. Letter of Transmittal	Pass/Fail
C.3. Signed Campaign Contribution Disclosure Form	Pass/Fail
TOTAL	100 points

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1. Mandatory Specifications (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

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

1. **Response to Program Proposal (20 possible points):**
 - a) Does the Offeror provide a comprehensive narrative description of a program for recruitment of health care professionals to rural and/or underserved areas of the state?
 - b) Does the Offeror provide a comprehensive narrative description of a program for retention of health care professionals to rural and/or underserved areas of the state?

2. **Organizational Capability and Resources (10 possible points):**
 - a) Does the Offeror describe the organization's ability to carry out the proposed recruitment and retention activities?
 - b) Does the Offeror document that there is sufficient staff to provide appropriate recruitment and retention activities.
 - c) Does the Offeror document the organization's administrative and fiscal capabilities to support the proposed recruitment and retention program?
 - d) Does the Offeror describe the development, utilization and maintenance of information systems to meet the needs of the proposed program?

3. **Proposed Work plans (60 possible points):**
 - a) Does the recruitment workplan include goals, objectives, action steps, persons responsible for completing action steps and evaluation methods? Are the time frames reasonable for accomplishing the objectives? Do the evaluation methods provide for feedback so that changes can be incorporated?
 - b) Does the retention workplan include goals, objectives, action steps, persons responsible for completing action steps and evaluation methods? Are the time frames reasonable for accomplishing the objectives? Do the evaluation methods provide for feedback so that changes can be incorporated?

4. **Budget (10 possible points):**
 - a) Does the Offeror provide a clear budget justification that fully explains each line item?
 - b) Does the Offeror present a budget that is appropriate for the proposed program?

2. C. Business Specifications (See Table 1)

1. **Financial Stability** (See Table 1)
Pass/Fail only. No points assigned.
2. **Letter of Transmittal** (See Table 1)
Pass/Fail only. No points assigned.
3. **Campaign Contribution Disclosure Form** (See Table 1)
Pass/Fail only. No points assigned.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

VI. ELIGIBLE AND INELIGIBLE EXPENDITURES

- A. The Rural Primary Health Care Act (Appendix E) and the governing Regulations (Appendix F) contain complete information concerning eligible and ineligible expenditures.
- B. **Eligible contractors may be reimbursed for appropriate expenditures including, but not limited to:**
 1. Salaries and benefits for employees of the contractor
 2. Purchase, repair and/or maintenance of office supplies and minor office equipment

3. In-state travel and out-of-state travel and per diem for employees
4. Travel and per diem expenses to assist potential recruits and their spouses to visit
5. Advertising expenses to attract interested candidates
6. General operating expenses.

C. Ineligible Items/Uses of expenditures are:

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

APPENDIX A

REQUEST FOR PROPOSAL

Health Care Professional Recruitment and Retention Services
RFP # OPCRH20-23

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **close of business on February 20, 2019**. 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 written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

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 Proposal.

Crystal Begay, Procurement Manager
Health Care Professional Recruitment and Retention Services RFP # OPCRH20-23
New Mexico Department of Health / Office of Primary Care & Rural Health
300 San Mateo Blvd. NE, Suite 900
Albuquerque, New Mexico 87108
Fax: (505) 222-8675
E-mail: crystal.begay@state.nm.us

APPENDIX B

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)

APPENDIX C
SAMPLE CONTRACT

{This sample contract is subject to change as requested by the Agency, subject to the approval of the Department of Finance and Administration}

STATE OF NEW MEXICO
(NAME OF AGENCY)
PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **DEPARTMENT OF HEALTH**, hereinafter referred to as the “Agency,” and **NAME OF CONTRACTOR**, hereinafter referred to as the “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.

The CONTRACTOR shall perform the following work:

- A. Provide the AGENCY with an Operational Plan including goals, objectives, measures, and outcomes (short term and long term) for each Contract Activity on the third Thursday of each July for the duration of this Contract. The following must be included in the Operational Plan:
 1. Manage a recruitment and retention program to increase the availability of Primary Health Care Professionals for Rural Primary Health Care Act (RPHCA) facilities, compile vacancy lists and make referrals. CONTRACTOR will:
 - a. Provide a narrative and spreadsheet table which compares current reporting period recruitment and retention activities with the same period last year. The table must include number of: Contacts, Applications, Referrals, and Placements by Health Care Professionals. Also, provide number of current Health Care vacancies identified for the current reporting period. Provide in the appendix of the report(s) copies of all materials used to recruit and retain these health care professionals to New Mexico;
 - b. Document efforts to recruit Primary Care Health Professionals by:
 - i. Accounting for contacts made with individuals, groups and training programs,
 - ii. Include an enumeration of individual contacts, applications made as defined by receipt of resumes, referrals made to eligible practice sites, and a tally of hires made by the practice sites;
 - c. Conduct a comprehensive Primary Care recruitment program at the local, state, regional and national levels. Activities will include:

- i. Participation in the National Rural Recruitment and Retention Network (3RNET) that is a provider driven web-based sourcing methodology,
 - ii. Engaging with the 3RNET for collaborative purchasing of advertising in primary care written and electronic job announcements;
 - iii. Participation in combined presentations, such as the annual American Academy of Family Physicians (AAFP) meetings and similar national venues to highlight New Mexico practice opportunities;
 - iv. Participation in health professional electronic Job Boards for sourcing, routine, identifying potential eligible health care providers;
 - v. By invitation, participate in monthly/quarterly training programs at New Mexico colleges and universities to include presentations at Primary Care educational programs, monthly attendance at the University of New Mexico (UNM) Graduate Education Executive Committee;
 - vi. Provide a quarterly report on the number and type of health professional vacancies by county throughout the state;
 - vii. Use of collegiate supplied location reports to contact New Mexico trainees in other states to refer them to opportunities in New Mexico;
 - viii. Utilization of Kontakt Intelligence (Ki) health professional software to match community openings with providers in a culturally competent way;
 - ix. Conduct outreach to Primary Care physicians through participation in at least three regional CareerMD job fairs;
 - x. Daily response and referral of all health professionals who contact the CONTRACTOR about practice locations in the State;
 - xi. Daily provision of requested information about New Mexico health professional loan for service and loan repayment programs;
 - xii. Coordination of recruitment efforts with the New Mexico Primary Care Association (NMPCA), the New Mexico Medical Society, the New Mexico Hospital Association, and the New Mexico Dental Association; and,
 - xiii. Align recruitment and retention efforts with Family Nurse Practitioner (FNP), Physician Assistant (PA), Certified Nurse Midwife (CNM) and other primary care training programs, as well as associated trade associations.
2. Conduct targeted recruitment activities of health care professionals participating in the National Health Service Corps (NHSC) and New Mexico Health Service Corps (NMHSC), and Foreign Physicians holding J-1 Visas. CONTRACTOR will:
- a. Provide a narrative and spreadsheet table describing the number and type (NHSC, NMHSC, J-1) of health care professional recruited to New Mexico. The narrative must include where, when and by whom the health care professional was recruited to New Mexico. Provide in the appendix of the report(s) copies of all materials used to recruit these health care professionals to New Mexico. The narrative will have a comparison with current reporting period activities with the same period last year.

- b. Update outreach materials to reflect New Mexico demographic changes that arose because of the U.S. Census;
 - c. Collaborate with AGENCY staff in appropriate site designations for NHSC loan repayment and scholarship sites;
 - d. Maintain HPSA scoring within electronic referral software to better match loan re-rePAYERS and scholars with appropriate referrals;
 - e. Inform eligible NMHSC students and residents about the opportunity to participate and supply application materials electronically and in person at the training institutions;
 - f. Use outreach activities to residency programs throughout the country to inform potential J-1 Visa Waiver applicants about opportunities in New Mexico;
 - g. Perform at least one regional recruitment and retention training for recruiters annually; and,
 - h. As supplied by the National Health Service Corps, CONTRACTOR will utilize both the 3RNET website, advertising collaborative and electronic software to refer NHSC, NMHSC and J-1 Visa Waiver candidates.
3. Conduct targeted dental outreach activities for dental health professionals participating in the New Mexico Health Service Corps. CONTRACTOR will:
- a. Provide a narrative and spreadsheet table describing the number dental health care professional recruited to New Mexico. The narrative must include where, when and by whom the dental health care professional was recruited to New Mexico. Provide in the appendix of the report(s) copies of all materials used to recruit dental health care professionals to New Mexico. The narrative will have a comparison with current reporting period activities with the same period last year.
 - b. Perform outreach activities to the UNM, New Mexico State University (NMSU) and Eastern New Mexico University (ENMU) student bodies about participation in New Mexico Pre-Dental Society educational activities;
 - c. Perform outreach activities to New Mexico dental students participating in the Western Interstate Commission on Higher Education (WICHE) program at various dental schools throughout the country;
 - d. Maintain contacts with dental school deans and associate deans where New Mexico students are studying to inform them of loan obligation programs available in New Mexico; and,

- e. Collaborate with the UNM Dental Residency in the development of practice rotations in community health centers and inform residents of practice opportunities in the state.
4. Conduct presentations at least three (3) rural family medicine residency programs in the state that highlight rural practice and will feature local practitioners sharing their experiences in rural practice. CONTRACTOR will:
 - a. Provide a narrative describing the presentations at the family medicine residency programs in the state that highlight rural practice. The narrative must include where, when and by whom the presentations were made. Provide in the appendix of the report(s) copies of all materials used during these presentations. The narrative will have a comparison with current reporting period activities with the same period last year.
 - b. Schedule face to face presentations in Albuquerque, Las Cruces, Santa Fe, and Silver City at each of the family medicine residencies as part of recruitment efforts;
 - c. Host New Mexico residents at the annual AAFP national conference;
 - d. Maintain relationships with the Residency Coordinator at UNM, the Residency Coordinator in Las Cruces, the Residency Coordinator in Silver City, and the Residency Coordinator at the Santa Fe Family Medicine Residency Program;
 - e. Distribute materials on NHSC, NMHSC, J-1 Visa Waiver applications at the family medicine residency programs; and,
 - f. Offer resume writing, interview techniques and contract review to willing rural residents, as well as to residents in the Albuquerque program.
5. Develop and conduct survey activities that will document and compile an inventory of rural and underserved area Specialist Physicians vacancies currently in the New Mexico Workforce. The CONTRACTOR will compile these findings into quarterly reports and a final document to be titled New Mexico Rural and Underserved Area Specialist Physician Survey for each year of this Contract. CONTRACTOR will:
 - a. Provide a narrative report describing work done during the reporting period for the Specialist Physicians Survey. The narrative must include where, when and by whom these surveys were conducted. Provide in the appendix of the report(s) copies of all materials used during survey. The narrative will have a comparison with current reporting period activities with the same period last year. The survey methodology will be included in the report(s).
 - b. Perform a survey of vacancies on a quarterly basis, commencing with the first

quarter of the fiscal year, identifying Specialist Physician needs in the state to maintain an accurate and current list of openings; and,

- c. Report on the methodology used to obtain information on vacancies, as well as report on response rate.
6. Develop and conduct survey activities that will document the salary compensation of rural community-based healthcare professionals for retention purposes. The CONTRACTOR will compile these findings into a final document to be titled Health Professional Compensation Survey for each year of this Contract. CONTRACTOR will:
- a. Provide a narrative report describing work done during the reporting period for the salary compensation of rural community-based healthcare professional survey. The narrative must include where, when and by whom this survey was conducted. Provide in the appendix of the report(s) copies of all materials used during survey. The narrative will have a comparison with current reporting period activities with the same period last year. The survey methodology will be included in the report(s).
 - b. Supply information to Primary Care providers on current salary and benefit information throughout the year;
 - c. Provide salary information comparisons by Physician Specialty based upon national surveys and especially for primary care physicians; and,
 - d. Develop a methodology to inform rural providers of state, regional and national survey information.
7. Conduct retention activities including continuing education activities for health care professionals practicing in underserved areas of the state. CONTRACTOR will:
- a. Provide a narrative describing work done during the reporting period for retention activities for health care professionals in underserved areas of New Mexico. The narrative must include where, when and by whom these activities occurred. Provide in the appendix of the report(s) copies of all materials used during these activities. The narrative will have a comparison with current reporting period activities with the same period last year.
 - b. Conduct planning activities in respect to retention commencing in September running through April for the duration of this contract by evaluating previous retention activities and working with a planning committee to conduct a health professional retention event to be held in May or June 2020, May or June 2021, May or June 2022 and May or June 2023;
 - c. Evaluate retention activities by the end of the contract period;

- d. Report on the evaluation of retention activities and include such in planning each retention activity;
 - e. Conduct the New Mexico J-1 Visa Waiver Physicians Retention Survey; contacting participants through information supplied by the AGENCY.
8. Conduct retention activities for Critical Access Hospital (CAH) Administrators and key leadership personnel. CONTRACTOR will:
- a. Provide a narrative describing work done during the reporting period for retention activities for Critical Access Hospital Administrators and key leadership personnel. The narrative must include where, when and by whom these activities occurred. Provide in the appendix of the report(s) copies of all materials used during these activities. The narrative will have a comparison with current reporting period activities with the same period last year;
 - b. Identify, in conjunction with AGENCY staff, eligible participants among CAH facilities to participate in retention functions;
 - c. Identify and coordinate participation, with AGENCY staff, in regional and/or national meetings of CAH staff;
 - d. Provide logistical assistance to eligible CAH staff to participate in state, regional and/or national training sessions as identified by AGENCY staff; and,
 - e. Provide reimbursement services to eligible CAH staff who participate in state, regional and/or national training sessions as identified by AGENCY staff. Reimbursements will include: registration fees, travel, lodging and meals.
9. Conduct targeted health professional retention technical assistance with use of electronic software. The CONTRACTOR will provide technical assistance to community health centers, critical access hospitals and rural health centers by:
- a. Entering all basic individual information to allow for retention activities to be accomplished into software. Included basic information is demographic information, location, contact information, placement site, practice and community preference and personal data that was included in professional to community match;
 - b. Submitting timely data about NHSC, NMHSC, and J-1 Visa waiver placements;
 - c. If supplied by funders, and for retention purposes, CONTRACTOR will track dates of commencement and termination of obligations on the part of awardees;
 - d. Evaluating entries for accuracy and completeness, especially in respect to contact information such as email address;

- e. Establishing a database that may be used for multi-year reporting of participation in retention activities; and,
 - f. Using Practice Sights in conjunction with all community health centers, critical access hospitals and rural health centers, but will identify specific agencies with which to work in the implementation phase of the project.
10. Conduct continuing education support and prevention projects for Rural and Community Health Clinic Dental Providers, Dental Educators, and Dental Disease Prevention Coordinators as part of the Rural Health and Community Health Clinic Dental Providers and Dental Educators Leadership Development. CONTRACTOR will:
- a. Provide a narrative describing work done during the reporting period for continuing education activities for Community Health Clinic Dental Providers and Dental Educators. The narrative must include where, when and by whom these activities occurred. Provide in the appendix of the report(s) copies of all materials used during these activities. The narrative will have a comparison with current reporting period activities with the same period last year;
 - b. Identify, in conjunction with AGENCY staff, eligible participants among Community Health Clinic Dental Providers, Dental Educators and Speakers to participate in retention functions;
 - c. Identify and coordinate participation, with AGENCY staff, in regional and/or national meetings of Community Health Clinic Dental Providers and Dental Educators;
 - d. Provide logistical assistance to eligible Community Health Clinic Dental Providers and Dental Educators to participate in state, regional and/or national training sessions as identified by AGENCY staff;
 - e. Conduct planning activities in respect to retention commencing in September and running through April by evaluating previous retention activities and working with a planning committee to conduct a health professional retention event to be held in May or June 2020, May or June 2021, May or June 2022 and May or June 2023 (or at the direction of the AGENCY in respect to schedule of events);
 - f. Identify and coordinate participation, with AGENCY staff regarding Dental Disease Prevention Coordinators to implementing best practices in oral health promotion and disease prevention both statewide and in local communities;
 - g. Evaluate retention activities and prevention projects by the end of the contract period; and,
 - h. Provide reimbursement services to eligible Dental Providers, Dental Educators and Speakers who participate in state, regional and/or national training sessions as

identified by AGENCY staff. Reimbursements will include: registration fees, travel, lodging and meals.

11. Provide continuing education support to Certified Community Health Workers (CCHW). CONTRACTOR will:

- a. Develop a professional development plan for CCHWs.
- b. Identify key partnerships necessary to implement professional development plan.
- c. Organize committee of clinical and content experts to address professional development issues.
- d. Ensure activities are interactive in nature and include presentations from recognized experts in the field of community health workers.
- e. Summarize results of professional development activities.
- f. Provide necessary resources for presenters and participants to attend a retention event.

12. Participate in a Statewide HealthCare work group that is charged with developing a plan that would improve health care access by addressing provider recruitment and retention, and interpretation of analysis data arising from a health care workforce database. CONTRACTOR will:

- a. Review and become familiar with SB 14 HealthCare Workforce Data Collection results;
- b. Attend the scheduled meetings concerning HealthCare work group.
- c. Summarize the outcome of the HealthCare work group meetings;
- d. Participate in annual identification of disciplines to be studied by the Workforce Committee;
- e. Identify potential barriers and potential solutions to successful implementation of such a database system;
- f. Develop policy and recommendations to overcome barriers of such a database system implementation;
- g. Identify barriers and potential solutions to successful implementation workforce development strategy;
- h. Develop policy and recommendations to overcome barriers to workforce

development plan implementation; and,

- i. Participate in the compilation of findings into a report to be submitted to the interim legislative health and human services committee in conjunction with the Workforce Committee.

Reporting and Invoicing

- B. Meet with AGENCY staff to review and discuss the Operational Plan on the second Tuesday of each July for the duration of this Contract.
- C. Submit for AGENCY approval an Invoice and a comprehensive Progress Report every other month on the first Friday starting in September 2019 and continuing for the duration of this Contract for all Contract Activities. The Progress Report(s) should consist of the following sections:
 1. Executive Summary
 2. Narrative describing progress toward the Goals, Objectives and Outcomes (Short Term and Long Term) for each Contract Activity described in the Schedule of Activities (Narrative should include tables, lists, handout materials, slideshow presentations etc. used by contractor to perform all Contract Activities. Contract must also include dates, locations, targeted audiences of all meetings and follow-up action items used by contractor to perform all Contract Activities).
 3. Findings and Reporting Period Accomplishments.
 4. Summary and Comparison to past Reporting Period performance.
 5. Recommendations: Identify future area(s) of focus.
 6. Appendix (Attachments)
 7. Methodology
- D. Meet with AGENCY Staff to review and evaluate the Progress Report(s) on the third Friday after submitting Progress Report(s) for the duration of this Contract.
- E. Submit for AGENCY approval a Final Invoice with a Draft Progress Report and Draft Final Report on every first Tuesday of June for the duration of this contract.
- F. Submit a Progress Report and Final Report on every third Thursday of June for the duration of this contract for all Contract Activities. The Final Report should consist of the following sections:
 1. Executive Summary
 2. Narrative describing progress toward the Goals, Objectives and Outcomes (Short Term and Long Term) for each Contract Activity described in the Schedule of Activities (If new or heavily revised presentation materials are implemented, narrative should include tables, lists, handout materials, slideshow presentations etc. used by contractor to perform all Contract Activities. Contract must also include dates, locations, targeted audiences of all meetings and follow-up action items used by contractor to perform all Contract Activities).
 3. Findings and Years Accomplishments.

4. Summary and Comparison to past years' performance.
5. Recommendations: Identify future area(s) of focus.
6. Appendix (Attachments)
7. Methodology

G. Meet with AGENCY staff on every fourth Thursday of June for the duration of this contract to review and evaluate the Progress Report and Final Report.

Performance Measures

CONTRACTOR shall substantially perform and report annually the following Performance Measures:

- H. Program Performance Accountability: Expand health care access in rural and underserved areas. Report will address:
 1. Number of medical and dental encounters at primary care clinics supported by the AGENCY.

- I. Result Accountability Measures/Population Accountability: State of New Mexico Rural and Underserved Populations Access to Healthcare. Report will address:
 1. Ratio of Placements to Referrals of providers to clinics throughout New Mexico (CONTRACTOR facilitates placements, but has no control of when and where health professionals are hired).
 2. Total number of visits and hours spent doing rural healthcare professional workforce development in schools located in high need areas of New Mexico.

BUDGET

		FY 2020	FY 2021	FY 2022	FY 2023	Total
1	Operational Plan					
2	Progress Report					
3	Progress Report					
4	Progress Report					
5	Progress Report					
6	Progress Report					
7	Progress and Final Reports					
	TOTAL					

2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily

performed pursuant to the Scope of Work at the rate of _____ dollars (\$ _____) in FY2020, such compensation not to exceed (AMOUNT), including gross receipts tax if applicable. **The total amount payable to the Contractor under this agreement shall not exceed (AMOUNT).**

The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars (\$ _____) in FY2021, such compensation not to exceed (AMOUNT), including gross receipts tax if applicable. **The total amount payable to the Contractor under this agreement shall not exceed (AMOUNT).**

The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars (\$ _____) in FY2022, such compensation not to exceed (AMOUNT), including gross receipts tax if applicable. **The total amount payable to the Contractor under this agreement shall not exceed (AMOUNT).**

The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars (\$ _____) in FY2023, such compensation not to exceed (AMOUNT), including gross receipts tax if applicable. **The total amount payable to the Contractor under this agreement shall not exceed (AMOUNT).**

These amounts are a maximum and not a guarantee that the work assigned to be performed by Contractor under this agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this agreement reach the total compensation amount. In no event will the Contractor 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 in FY20 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered or within fifteen (15) days after the last day of the month in which services were performed; or, for deliverable based agreements, unless submitted within fifteen (15) days after the last day of the month during which a deliverable was completed. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. For deliverable based agreements, payment shall be made upon acceptance of each completed deliverable and upon the receipt and acceptance of a detailed, certified payment Invoice. The Contractor shall submit to the Agency at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month; or for deliverable based agreements, at the close of each month during which a deliverable was completed a signed invoice reflecting the total allowable costs incurred during completion of the deliverable.

Payment in FY21 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered or within fifteen (15) days after the last day of the month in which services were performed; or, for deliverable based agreements, unless submitted within fifteen (15) days after the last day of the month during with a deliverable was completed. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. For deliverable based agreements, payment shall be made upon acceptance of each completed deliverable and upon the receipt and acceptance of a detailed, certified payment Invoice. The Contractor shall submit to the Agency at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month; or for deliverable based agreements, at the close of each month during which a deliverable was completed a signed invoice reflecting the total allowable costs incurred during completion of the deliverable.

Payment in FY22 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered or within fifteen (15) days after the last day of the month in which services were performed; or, for deliverable based agreements, unless submitted within fifteen (15) days after the last day of the month during with a deliverable was completed. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. For deliverable based agreements, payment shall be made upon acceptance of each completed deliverable and upon the receipt and acceptance of a detailed, certified payment Invoice. The Contractor shall submit to the Agency at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month; or for deliverable based agreements, at the close of each month during which a deliverable was completed a signed invoice reflecting the total allowable costs incurred during completion of the deliverable.

Payment in FY23 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered or within fifteen (15) days after the last day of the month in which services were performed; or, for deliverable based agreements, unless submitted within fifteen (15) days after the last day of the month during with a deliverable was completed. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. For deliverable based agreements, payment shall be made upon acceptance of each completed deliverable and upon the receipt and acceptance of a detailed, certified payment Invoice. The Contractor shall submit to the Agency at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month; or for deliverable based agreements, at the close of each month during which a deliverable was completed a signed invoice reflecting the total allowable costs incurred during completion of the deliverable.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency 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 Agency 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 agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This agreement shall terminate on **June 30, 2023** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no agreement term for a professional services agreement, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

A. Grounds. The Agency may terminate this agreement for convenience or cause. The Contractor may only terminate this agreement based upon the Agency's uncured, material breach of this agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency 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 Agency does not, within the thirty (30) day notice period, notify the Contractor 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 Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the agreement is terminated pursuant to Paragraph 5, "Appropriations", of this agreement.

C. Liability. Except as otherwise expressly allowed or provided under this agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor'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 Contractor 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 AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'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 expiration or receipt by either the Agency or the Contractor of notice of termination of this agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this agreement without written approval of the Agency, except as provided in part (4) of this paragraph, below; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this agreement, and 4) if providing health services or client support as part of the scope of work of this agreement, continue to provide essential services and supports to ensure the health and safety of individual clients as directed by the Agency during the period of termination management. This requirement is not avoided by an inadvertent expiration of term for the agreement. In this event the Agency may temporarily extend the term, enter into a new short term agreement or otherwise enter into an agreement, consistent with the New Mexico Procurement Code until all transition of services are completed. As of the date of termination of this agreement, the Contractor shall furnish to the Agency: (a) a complete detailed inventory of nonexpendable Agency property or equipment provided to or purchased by the Contractor with agreement funds as defined in Article 31 (Property) of this agreement, and (b) a final closing of the financial records and books of accounts which were required to be kept by the Contractor under the provisions of this agreement regarding financial records. Any non-expendable personal property or equipment provided to or purchased by the Contractor with agreement funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this agreement are contingent upon sufficient funds appropriated, allocated, and authorized by the Legislature of the State of New Mexico and/or by the federal government for the performance of this agreement. If sufficient appropriations, allocations and authorizations are not made by the Legislature of the State of New Mexico and/or if the federal government makes insufficient allocations, necessitating a decrease in the amount of agreement funds available for expenditure by the Agency, this agreement may be terminated or amended to a lower amount of funds upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding on the Contractor. If the Agency proposes an amendment to the agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. 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 Agency including but not limited to accruing leave, retirement, insurance, bonding, use of state property or state vehicles, or any other consideration not specified

in this agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes as self-employment or business income and are reportable for self-employment tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **Assignment.**

The Contractor 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 Agency.

8. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

9. **Release.**

Final payment of the amounts due under this agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this agreement.

10. **Confidentiality.**

Any confidential information and records provided to or developed by the Contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency, or the express written authorization of the client when the record is a client record.

11. **Product of Service -- Copyright.**

A. All materials developed or acquired by the Contractor under this agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this agreement. Nothing developed or produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

B. Client information developed under this agreement 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 Agency, except to fulfill the provisions of the Scope of Work under this agreement.

12. **Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this agreement, will continue to comply with, and that this agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this agreement;

4) this agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this agreement is not a sole source or small purchase agreement, and this agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this agreement or any procurement related to this agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this agreement or have become erroneous by reason of new or changed circumstances. If it is later

determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the agreement to the contrary, the Agency may immediately terminate the agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

A. 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 Agency policy, this agreement shall be amended to comport with current policy, rules, regulations, and law.

B. If the Agency proposes an amendment to the agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This agreement 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 agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

15. Penalties for violation of law.

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

16. 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.

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, § 38-3-1 (G). By execution of this agreement, 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 agreement.

18. Workers Compensation.

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 agreement may be terminated by the Agency.

19. Records and Financial Audit.

- A. The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.
- B. The Contractor receiving state or federal funds from the Agency shall comply, if applicable, with auditing requirements under the Single Audit Act (31 U.S.C. §7501, et seq.) and the New Mexico State Auditor's rules and regulations. If the Contractor is determined to be a sub recipient and not a vendor under the federal Single Audit Act, the Contractor shall comply with the audit requirements of the Single Audit Act. This includes the Contractor retaining its financial records for a period five years after the time the audit was released.
- C. If the Contractor receives more than \$750,000 in federal funding, or more than \$750,000 from the Agency, in any single fiscal year, the Contractor shall prepare annual financial statements and obtain an audit of, or an opinion on, the financial statements from an external Certified Public Accountant.
- D. The Contractor shall maintain the financial statements for a period of no less than six years and shall make the financial statements and the CPA's audit or opinion available to the Agency upon request.
- E. Applicable annual financial reports shall be submitted to the Agency no later than six months following the close of the Contractor's fiscal year.
- F. To ensure proper delivery and receipt, the Contractor shall submit their annual audit report or financial reports (if no audit was required to):

Department of Health
Financial Accounting Bureau Chief Suite N-3150
P.O. Box 26110
Santa Fe, New Mexico 87502-6110

- G. The Agency may take corrective action as deemed necessary for Contractor's failure to comply with 19-A through 19-F above. Corrective action may include, but is not limited to, termination of agreement and preclusion from engaging Contractor in the future.

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors 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 agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. 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 agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all agreements between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

22. 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 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 contractor has two hundred fifty (250) or more employees contractor 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, contractor 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 contractor not meet the size requirement for reporting at agreement 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 submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at agreement 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 agreement 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.

23. 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.

24. 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.

25. Notices.

Any notice required to be given to either party by this agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency:

New Mexico Department of Health
P.O. Box 26110
1190 St. Francis Drive,

Santa Fe, NM 87502-6110

To the Contractor:

[insert name, address and email].

26. Authority.

If Contractor is other than a natural person, the individual(s) signing this agreement on behalf of Contractor represents and warrants 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 agreement.

27. Licensure.

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

28. Liability Insurance.

The Contractor shall maintain professional or general liability insurance, as applicable, for all services provided under this agreement and Contractor shall supply evidence of such coverage upon the Agency's request.

29. Federal Grant or Other Federally Funded Agreements.

A. Lobbying. The Contractor shall not use any funds provided under this agreement, 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. 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 agreement, 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 agreement, 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 any applicable federal agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. Suspension and Debarment. For agreements that involve the expenditure of federal funds, each party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under

the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

C. 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.

D. Grantor and Contractor Information.

1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:

- i. CFDA Number – XXX_____. OR N/A
- ii. Program Title – XXX_____. OR N/A
- iii. AGENCY/OFFICE – XXX_____. OR N/A
- iv. GRANT NUMBER – XXX_____. OR N/A

2. CONTRACTOR'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is XXX_____. OR N/A

E. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013)[Federal Grant funded projects only].

1. This agreement and employees working on this agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

2. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

3. The Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.

F. For agreements and subgrants that involve the expenditure of federal funds for amounts in excess of \$150,000, requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For agreements that involve the expenditure of federal funds, Contractors that apply or bid for an agreement exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any

lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

H. For agreements that involve the expenditure of federal funds, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

30. Governing Bodies.

The parties agree that if the Contractor has one or more Governing Bodies, 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.

31. Property.

A. Title to all property furnished by the Agency shall remain in the Agency. Title to all property acquired by the Contractor, including acquisition through lease-purchase agreement, for the cost of which the Contractor is to be reimbursed as a direct item of cost under this agreement shall immediately vest in the Agency 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 agreement, shall immediately vest in the Agency upon 1) issuance for use of such property in the performance of this agreement or 2) use of such property in the performance of this agreement or 3) reimbursement of the cost thereof by the Agency, whichever first occurs.

B. Title to the Agency 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 Agency property so as to assure its full availability and usefulness for performance under this agreement. In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to Agency property during the period of this agreement, it shall use the proceeds to repair or replace the Agency property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau below.

By: _____ Date: _____
Agency

By: _____ Date: _____
Agency's Legal Counsel – Certifying legal sufficiency

By: _____ Date: _____
Agency's Chief Financial Officer

By: _____ Date: _____
Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 00-000000-00-0

By: _____ Date: _____
Taxation and Revenue Department

This Agreement has been approved by the DFA Contracts Review Bureau and is effective on the date shown:

By: _____ Date: _____
DFA Contracts Review Bureau

APPENDIX D

Letter of Transmittal Form

RFP#: _____

Offeror Name: _____ FED ID# _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

No sub-contractors will be used in the performance of any resultant contract OR

The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

I acknowledge receipt of any and all amendments to this RFP.

_____, 2019
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX E

RURAL PRIMARY HEALTH CARE ACT (RPHCA)

24-1A-1. Short title.

This act [24-1A-1 to 24-1A-3, 24-1A-4 NMSA 1978] may be cited as the "Rural Primary Health Care Act".

24-1A-2. Purpose of act.

The purpose of the Rural Primary Health Care Act [24-1A-1 to 24-1A-3, 24-1A-4 NMSA 1978] is to recruit and retain health care personnel and assist in the provision of primary health care services through eligible programs in underserved areas of the state in order to better serve the health needs of the public.

24-1A-3. Definitions.

As used in the Rural Primary Health Care Act [24-1A-1 to 24-1A-3, 24-1A-4 NMSA 1978]:

- A. "health care underserved areas" means a geographic area in which it has been determined by the department of health, through the use of indices and other standards set by the department, that sufficient primary health care is not being provided to the citizens of that area;
- B. "eligible programs" means nonprofit community-based entities that provide or commit to provide primary health care services for residents of health care underserved areas and includes rural health facilities and those serving primarily low-income populations;
- C. "department" means the department of health; and
- D. "primary health care" means the first level of basic or general health care for an individual's health needs, including diagnostic and treatment services.

24-1A-3.1. Department; technical and financial assistance.

To the extent funds are made available for the purposes of the Rural Primary Health Care Act [24-1A-1 to 24-1A-3, 24-1A-4 NMSA 1978], the department is authorized to:

- A. provide for a program to recruit and retain health care personnel in health care underserved areas;
- B. develop plans for and coordinate the efforts of other public and private entities assisting in the provision of primary health care services through eligible programs;
- C. *provide for technical assistance to eligible programs in the areas of administrative and financial management, clinical services, outreach and planning;*
- D. provide for distribution of financial assistance to eligible programs that have applied for and demonstrated a need for assistance in order to sustain a minimum level of delivery of primary health care services; and
- E. provide a program for enabling the development of new primary care health care services or facilities, and that program:
 - (1) shall give preference to communities that have few or no community-based primary care services;
 - (2) may require in-kind support from local communities where primary care health care services or facilities are established;
 - (3) may require primary care health care services or facilities to assure provision of health care to the medically indigent; and
 - (4) shall permit the implementation of innovative and creative uses of local or statewide health care resources, or both, other than those listed in Paragraphs (2) and (3) of this subsection.

24-1A-4. Rules and regulations.

Subject to the State Rules Act [Chapter 14, Article 4 NMSA 1978], the department shall adopt rules and regulations for recruiting health care personnel in health care underserved areas, and shall establish a formula for distribution of financial assistance to eligible programs which shall take into account the

relative needs of applicants for assistance, provided that funds may not be expended for land or facility acquisition or debt amortization and further provided that a local match of ten percent shall be required from each local recipient for each request for assistance.

APPENDIX F
RPHCA RULE 7.29.3 NMAC

TITLE 7 HEALTH
CHAPTER 29 PRIMARY AND RURAL HEALTH CARE SERVICES
PART 3 RURAL PRIMARY HEALTH CARE ACT

7.29.3.1 ISSUING AGENCY: New Mexico Department of Health.
[7.29.3.1 NMAC – Rp, 7 NMAC 29.3.1, 10/16/06]

7.29.3.2 SCOPE: Rural Primary Health Care Act Rules shall apply to the use of the funds by eligible programs available pursuant to the Rural Primary Health Care Act, Sections 24-1A-1 to 24-1A-4 NMSA 1978.
[7.29.3.2 NMAC – Rp, 7 NMAC 29.3.2, 10/16/06]

7.29.3.3 STATUTORY AUTHORITY: The Rural Primary Health Care Act, Sections 9-7-6(F) and 24-1A-4 NMSA 1978, as amended.
[7.29.3.3 NMAC – Rp, 7 NMAC 29.3.3, 10/16/06]

7.29.3.4 DURATION: Permanent.
[7.29.3.2 NMAC – Rp, 10/16/06]

7.29.3.5 EFFECTIVE DATE: October 16, 2006, unless a later date is cited at the end of a section.
[7.29.3.5 NMAC – Rp, 7 NMAC 29.3.5, 10/16/06]

7.29.3.6 OBJECTIVE: The objective of 7.29.3 NMAC is to establish standards and procedures for regulating programs under the Rural Primary Health Care Act. The purpose of the Rural Primary Health Care Act is to assist in the provision of primary health care services in underserved areas of the state in order to better serve the health care needs of the public. This purpose will be accomplished through, but not limited to, the following activities:

- A.** assist communities in the recruitment, placement, and retention of health care personnel in underserved areas of the state which includes the coordination of such effort with health professional education programs at post-secondary schools and other institutions involved in the training of health professional personnel;
- B.** develop plans and encourage coordination between publicly supported programs, and between public and private sector providers;
- C.** provide technical assistance;
- D.** distribute financial assistance to eligible programs in order to sustain or provide a minimum level of primary health care services; and which assist in the provision of primary health care services in underserved areas in order to better serve the health needs of the public; and
- E.** provide a program for enabling the development of new primary health care services and facilities.

[7.29.3.6 NMAC – Rp, 7 NMAC 29.3.6, 10/16/06]

7.29.3.7 DEFINITIONS:

- A.** "Act" means the Rural Primary Health Care Act, Sections 24-1A-1 to 24-1A-4 NMSA 1978.
- B.** "Department" means the department of health.

C. "Eligible programs" means nonprofit community based entities that provide or commit to provide primary health care services for residents of health care underserved areas and include rural health facilities and those serving primarily low income populations.

D. "Health care personnel" means health care professionals who contribute to ensuring adequate availability of primary health care services including but not limited to: licensed practical nurses, registered nurses, pharmacists, physician assistants, nurse practitioners, certified nurse midwives, primary care physicians (family practice, general practice, pediatrics, obstetrics and gynecology, and internal medicine), dentists and dental hygienists.

E. "Health care underserved areas" (HCUA) means geographic areas where it has been determined by the department of health, through the use of indices and other standards set by the department, that sufficient primary health care is not being provided to the citizens of that area. These designations may recognize need for either general or special health care services. HCUA designations may give consideration to federally designated health professional shortage areas (HPSA) and medically underserved areas (MUA).

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

G. "Minimum level of primary health care services" means basic primary health care services provided to the general population by health care personnel.

H. "Nonprofit community based entities" means nonprofit organizations with an internal revenue service 501c(3) tax exempt status which have a governing board whose membership is broadly representative of the area served including consumer representatives. Nonprofit community based entities also include local governments and tribal governments. Nonprofit community based entities which are local governments, tribal governments and/or are multi-purpose or provide services in more than one HCUA, shall have local or regional primary health care advisory boards whose membership is generally representative of the area served.

I. "Patient collections" means receipts generated from patient encounters for primary health care services. Patient collections include revenues from medicaid, medicare, private insurance, Title XX, other third party sources or self pay.

J. "Primary health care advisory board" means a board, advisory to an organization's governing board, which has responsibility for consideration of and input into matters related to the provision of primary health care services in a local HCUA or regional combination of HCUAs being served. A majority of the advisory board shall be consumers of primary health care services.

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

L. "Total revenues" means all receipts collected in support of primary health care services. Includes but not limited to: patient collections; Section 329, 330 and 340 Federal Funds, P.L. 93-638 or IHS support; Title V, X and WIC programs; other federal grants; other state grants/contracts; and local income, including city, county or other unit of government, direct grant or value of donated property or facilities. In addition, other revenues including but not limited to: gifts, cash donations or grants from private foundations, church organizations, or other sources, general operating revenues from clinic services and interest, dividends, and other income derived from certificates of deposit, saving accounts and other investments.

[7.29.3.7 NMAC – Rp, 7 NMAC 29.3.7, 10/16/06]

7.29.3.8 FUND DISTRIBUTION:

A. Duty of the department: To the extent funds are made available for the purposes of the act Section 24-1A-3.1D NMSA 1978, the department, in accordance with applicable procurement procedures, shall provide for the distribution of financial assistance to eligible programs which have applied for and demonstrated a need for assistance in order to sustain the delivery of a minimum level of primary health care services.

B. Eligibility: To receive financial assistance through Section 24-1A-3.1D NMSA 1978, of the act, an eligible program shall:

(1) be a New Mexico nonprofit community based entity with federal internal revenue service 501c(3) tax exempt status, a local government or a tribal government which provide or commits to provide primary health care services to residents of an health care underserved area (HCUA) designated for primary health care needs;

(2) have a governing board whose membership is generally representative of the HCUA(s) it serves, including consumers of the primary health care services it provides. An eligible program which is a local government or tribal government and/or is multi-purpose or provides services in more than one HCUA shall have a local or regional primary health care advisory board whose membership is generally representative of the HCUA(s) being served. A majority of the advisory board shall be consumers of the primary health care services. The local or regional primary health care advisory board shall have opportunity for consideration of and input into the decisions regarding budgets, scope of services, payment policies and procedures, hours of operation and staffing. The eligible program shall be able to demonstrate the ability to meet the governing board and/or the advisory board requirements or have a practical plan for its establishment and implementation;

(3) have as its purpose to sustain or provide a minimum level of primary health care services as defined in Subsection D of 7.29.3.6 NMAC. Services may additionally include medical support, diagnostic and treatment services, pharmacy, laboratory, radiology, preventive health services, behavioral health services, patient follow-up and/or dental and dental support services. Any dental and/or behavioral health services shall be provided in conjunction with primary medical care services;

(4) have policies and procedures which assure that no person will be denied primary health care services they require because of inability to pay. These policies and procedures should address medically indigent persons below poverty not covered by third party payors and those between 100 percent and 200 percent of poverty without third party coverage. The eligible program should be able to demonstrate either the successful impact of these policies and procedures, or have a practical plan for their implementation;

(5) have billing policies and procedures which maximize patient collections, except where Federal rules or contractual obligations prohibit the use of such measures. The program should be able to demonstrate either the successful impact of these policies and procedures, or have a practical plan for their implementation;

(6) have viable systems and infrastructure to deliver primary health care services including facility, staff and financial management systems;

(7) have comprehensive policies and procedures governing the primary health care operations which assure the delivery of effective, efficient and quality care; and

(8) meet other requirements as determined by the department.

C. Eligible items/uses of expenditures: Funds made available under Section 24-1A-3.1D NMSA of the act may be used for the following types of expenditures:

(1) salaries and benefits for the employees of contractor in support of the provision of primary health care services;

(2) purchase, repair and/or maintenance of necessary medical and dental equipment;

(3) purchase of office, medical, and/or dental supplies;

(4) in-state travel to obtain training or improve coordination in order to better support or provide primary health care services;

(5) general operating expenses;

(6) programs or plans to improve the coordination, effectiveness or efficiency of the delivery of primary health care services; and

(7) contracts for medical and dental personnel services.

D. Ineligible item/uses of expenditures: Costs which are not eligible for funding under Section 24.1A-3.1.D., NMSA 1978, of the act include:

(1) land acquisition;

(2) building, construction, renovation;

(3) debt amortization;

(4) emergency medical services (EMS) including stand-by, dispatch, transport, ambulance runs, equipment and salary, fringe benefits and other costs associated with personnel to provide emergency medical services;

(5) home health care or visiting nurses services;

(6) school nurse programs;

(7) in-patient care;

(8) non-primary health care specialty care including but not limited to surgery, outpatient specialty care and long term care;

(9) freestanding services not otherwise meeting the definition of primary health care;

(10) political activity; and

(11) lobbying.

E. Distribution of financial assistance: In any state fiscal year, the distribution of financial assistance to eligible programs selected pursuant to these rules shall be determined according to the following guidelines.

(1) The award amount will be set by the department reflecting the demonstrated need of the eligible program in its proposal. The demonstrated need of an applicant will be established by the department based upon information contained in the proposal. The department reserves the right to award an amount less than the full amount of demonstrated need.

(2) In any state fiscal year, a maximum award to an eligible program for use in a single HCUA designated for primary health care needs shall not exceed an amount greater than 10 percent of the funds made available by the department for the purposes of distribution of financial assistance under Subsection D of 7.29.3.6 NMAC of these rules, except that eligible programs which are found to have exceptional need may be funded in an amount not to exceed 15 percent of the funds available.

(3) The relative need of an eligible program for financial assistance as demonstrated in the proposal.

(4) The relative need for primary health care services of the HCUA served by the eligible program as reflected in the proposal or other department documents which demonstrate the relative need for primary health care services. Consideration will be given by the department to avoiding the funding of duplicative services and to sustain the provision of a minimum level of primary health care services by eligible organizations which demonstrate the ability to deliver and maintain quality, effective, efficient and appropriate primary health care services.

(5) The degree to which the eligible program has adequate structures and procedures to administer and deliver primary health care services, including but not limited to staffing, the ability to administer effective and appropriate primary health care services, effective and appropriate financial management systems and adequate systems to maximize patient revenues.

(6) The priority given by the department for the proposed use of the funds.

(7) Other guidelines as determined by the department.

F. Evaluation of proposals: Each proposal will be evaluated and ranked with consideration given to the following factors:

(1) the relative need of an eligible program for financial assistance to sustain or provide primary health care services in a HCUA designated for primary health care needs as demonstrated in the proposal process. Financial need will be evaluated based on several factors, including but not limited to:

(a) the applicant's dependence upon patient collections as a percentage of total revenues available to the applicant for primary health care services;

(b) the extent to which write-offs and adjustments to charges, based on appropriate sliding fee scale implementation, affect the ability of the eligible program to sustain the delivery of primary health care services to an HCUA designated for primary health care needs, as demonstrated in the proposal;

(c) the existence of fund balances which may be used by the applicant to sustain or provide a minimum level of primary health care services in an HCUA designated for primary health care needs;

(d) the projected deficit as demonstrated in the proposal which will impact the ability to sustain or provide a minimum level of primary health care services in an HCUA designated for primary health care needs;

(e) the probable impact which any projected deficit as demonstrated in the proposal will have on the provision of primary health care in an HCUA; and

(f) other need criteria developed by the department.

(2) the relative need of the HCUA served by the applicant for primary health care services, as reflected in the proposal and measured by, including but not limited to:

(a) the severity of need within the HCUA as indicated in department documents or demonstrated in the proposal;

(b) the number and/or percentage of medically indigent population residing in the HCUA; and

(c) other need criteria developed by the department;

(3) the degree to which the applicant has adequate structure and procedures to administer and deliver primary health care services including, but not limited to, staffing, ability to administer effective and appropriate primary health care services, effective and appropriate financial management systems and adequate systems to maximize patient revenues;

(4) the priority given by the department will be for application proposals which have shown need under Subsection E of 7.29.3.9 NMAC of these rules and will be evaluated based on the following criteria, including but not limited to:

(a) proposals where state funds are critical in assuring that any basic primary health care services can be provided in an HCUA designated for primary health care needs. This could include, but not be limited to, support for compensation of providers which is needed for their recruitment and/or retention;

(b) proposals where state funds will be used to supplement the quality/quantity of basic primary health care services in an HCUA designated for primary health care needs. This could include, but not be limited to, support for compensation of providers which is needed for their recruitment and/or retention;

(c) proposals which demonstrate coordination and/or innovative relationships with those funded by the department including, but not limited to, local public health division offices, mental health programs, and substance abuse program and/or other health care services;

(d) proposals where state funds will be used to maintain or expand the comprehensiveness of services beyond basic primary medical services in an HCUA designated for primary health care needs. This could include, but not be limited to, support for compensation of providers which is needed for their recruitment and/or retention; and

(e) other priorities as established by the department.

(5) other factors established by the department.

G. Reports: The department will monitor the performance of the contractor(s) to ensure compliance with the intent of the act.

H. Award of contracts: The department will award contracts in accordance with the New Mexico Procurement Code and applicable department rules.

I. Protest procedure: Any Offeror or contractor who is aggrieved in connection with the award process may use the protest procedure established by the New Mexico Procurement Code and applicable department rules.

[7.29.3.8 NMAC – Rp, 7 NMAC 29.3.8, 10/16/06]

7.29.3.9 NEW PRIMARY HEALTH CARE SERVICES/FACILITIES:

A. Duty of the department: To the extent funds are made available for the purposes of the act, Section 24-1A.3.1E NMSA 1978, the department shall provide a program for enabling the development of new primary health care services or facilities. The department in establishing the program for new primary health care services or facilities will give consideration to proposals for planning as well as for implementation.

B. Eligibility: To be eligible to receive funds to assist in planning for the development of primary health care services or facilities in HCUA(s) designated for primary health care needs, eligible program(s) shall:

(1) be a New Mexico nonprofit community based entity with Federal Internal Revenue Service 501c(3) tax exempt status, local government or tribal government;

(2) have a local or regional primary health care advisory board whose membership is generally representative of the HCUA(s) for which it is developing the primary health care plan; and

(3) meet other requirements as determined by the department.

[7.29.3.9 NMAC – Rp, 7 NMAC 29.3.9, 10/16/06]

7.29.3.10 PERSONNEL RECRUITMENT:

A. Duty of the department: To the extent funds are made available for the purposes of the act, Section 24-1A-3.1A NMSA 1978, the department may contract, in accordance with applicable procurement procedures, with New Mexico nonprofit entities to assist communities in the recruitment, placement, and retention of health care personnel in health care underserved areas of the state and to coordinate such effort with health professional education programs. Such efforts shall be consistent with priorities set out by the department. The department will monitor the performance of the contractor to ensure compliance with the intent of the act.

B. Eligibility: In order to contract pursuant to this part of the rules, the entity shall meet the following requirements:

(1) be a New Mexico nonprofit entity which has obtained and maintains a federal internal revenue service 501c(3) tax exempt status;

(2) have a governing board of directors which is representative of the geographic areas and ethnic populations in New Mexico and is comprised of both health care providers and consumers;

(3) have the capability to carry out the purposes of Subsection A of 7.29.3.8 NMAC of these rules, including qualified professional staff;

(4) not be a health care provider or association of health care providers;

(5) meet other requirements as determined by the department.

C. Reports: The department will monitor the performance of the contractor(s) to ensure compliance with the intent of the act. The contractor shall submit to the department all financial and program reports required by the contract.

D. Selection of candidates: The contractor shall conduct all recruitment activities based upon the following considerations:

(1) all candidates shall be considered on an equal opportunity basis without regards to race, age, color, national origin, gender, sexual orientation, handicap or disability or religion or ethnicity; and

(2) whenever possible, emphasis will be placed upon assisting native New Mexicans, New Mexico residents and graduates from New Mexico health professional education programs in relocating to health care underserved areas.

[7.29.3.10 NMAC – Rp, 7 NMAC 29.3.8, 10/16/06]