

ISSUED BY

The New Mexico Department of Health
Public Health Division



SCHOOL BASED HEALTH CENTER SERVICES

RFP # 665-20-00001

Public Health Division
State Of New Mexico
Department of Health
300 San Mateo Blvd. NE Suite 902
Albuquerque, NM 87108
Kathy Kunkel, Secretary

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The State of New Mexico's Department of Health is requesting proposals for the provision of school-based health center (SBHC) services. School-based health centers are medical clinics on school campuses which operate independently from, but in collaboration with, the school and school health office. The purpose of this procurement is to secure contractors to provide student-friendly access to integrated primary and behavioral health care and provide health promotion and risk reduction activities on school campuses throughout the state.

B. SUMMARY SCOPE OF WORK

The scope of work shall consist of coordination, implementation and evaluation of integrated primary and behavioral health care services in a facility located on a school campus; collaboration and coordination of care with school health staff and community health and behavioral health agencies; implementation of health promotion and risk reduction activities; continuous quality improvement focused on adolescent and school health; and youth, family, school and community engagement needed to promote and sustain health services delivered in a school setting similar to the following:

The following is a sample scope of work. The New Mexico Department of Health Office of School and Adolescent Health reserves the right to make changes as necessary based on variations in available funding.

1. SCOPE OF WORK

The CONTRACTOR shall perform the following work:

1. Provide an operational plan for each school-based health center (SBHC).
 - a. Develop and submit a completed operational plan for each SBHC outlined in this scope of work by September 15th. Operational plans not submitted on time will result in delayed payment.
 - b. Outline productivity expectations for the year developed jointly by SBHC providers and coordinator. Productivity expectations should be based on assessment of SBHC site data and, including but not limited to, baseline measure of school population penetration for previous year, top health priorities and needs, and clinical efficiencies identified by the team for quality improvement.
 - c. Submit a complete list of all SBHC staff for each SBHC outlined in this scope of work by September 15th.
 - d. Outline quality improvement (QI) plan for each SBHC outlined in this scope of work.
 - e. Submit current copy of each school agreement to provide services through the SBHCs outlined in this scope of work by September 1st.
 - f. Submit updated operational plan within 30 days of any procedural or personnel change.
2. Provide primary health care services to SBHC clients at Happy High School.
 - a. Provide a minimum of 15 hours of quality primary health care services per week at Happy High School
 - b. Adhere to student consent and confidentiality guidelines as determined by federal and state laws and professional licensing boards.

- c. Promote integrated health model amongst all provided services and establish procedures and infrastructure that allows for coordination of care among all stakeholders in student's health as outlined in NM Standards and Benchmarks for SBHC.
3. Provide behavioral health care services to SBHC clients at Happy High School.
 - a. Provide a minimum of 15 hours of quality behavioral health care services per week at Happy High School.
 - b. Adhere to student consent and confidentiality guidelines as determined by federal and state laws and professional licensing boards.
 - c. Promote integrated health model amongst all provided services and establish procedures and infrastructure that allows for coordination of care among all stakeholders in student's health as outlined in NM Standards and Benchmarks for SBHC.
4. Provide oral health care services to SBHC clients at Happy High School.
 - a. Provide a minimum of 4 hours of quality oral health care services per week at Happy High School.
 - b. Adhere to student consent and confidentiality guidelines as determined by federal and state laws and professional licensing boards.
 - c. Promote integrated health model amongst all provided services and establish procedures and infrastructure that allows for coordination of care among all stakeholders in student's health as outlined in NM Standards and Benchmarks for SBHC.
5. Provide complete data set to OSAH as outlined in the NM Standards and Benchmarks for SBHC.
6. Send a minimum of one (1) contract representative(s) per SBHC to attend the annual Head to Toe Preconference and annual meeting.
7. Notify OSAH in writing within 30 days if, at any time during this agreement period, changes in overall SBHC Operations, including but not limited to, changes in health providers, loss or increase in provider hours and service.
8. Identify the DOH/Population and Community Health Bureau/OSAH in any published documents, media presentations, training programs, training materials, brochures, and any other materials and programs which are developed under this Scope of Work or through the budget of this agreement.
9. Submit any materials developed for public or media distribution to include but not limited to advertising or media campaigns, pamphlets, brochures, training materials, etc., or public service announcements to the Program Manager and the DOH Communications Director for written approval a minimum of two weeks prior to finalization and distribution.
10. No health care provider who has a significant pending action with his/her respective licensing board shall be used to complete activities associated with this agreement.
11. Performance will be monitored and evaluated by periodic on-site work reviews, review of quarterly data reports, and scheduled consultations with Contractor.

Deliverables Budget	FY 20	Total
Happy High School (~1300 students)		
Clinical Services		
Primary Care @ 15 hours per week		
Primary Care HPSA		
Behavioral Health @ 15 hr per week		
Behavioral Health HPSA		
Evaluation		
Operational Plan and Progress Reports		
Student Survey (20% of patients)		
Comprehensive Risk Screen, i.e., Just Health, eSHQ or SHQ (75% of patients)		
Monthly Encounter Data		
School Survey		
Attendance at annual SBHC meeting in April		
Minimum 1 person per clinic @ \$500 per clinic		
TOTAL		

General Provision

The Agency will pay the Contractor based upon deliverables completed after receipt and approval of deliverables and monthly invoices. The Agency reserves the right to conduct program audits to verify program compliance, quality and completeness and to request periodic progress reports.

The Agency may make adjustments or changes not to exceed the fiscal year total amount payable under the Agreement with written prior approval of the Agency. The maximum amount to be paid to the Agency for this FY20 budget shall not exceed a total of \$_____

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

The Agency agrees to submit invoices for services provided within 30 (thirty) days of the month in which services were delivered. In addition, notwithstanding the provisions of Article 2, Section B, the Agency agrees to submit the final invoice for services provided in June within the first week of the following July.

C. SCOPE OF PROCUREMENT

The contract shall become effective upon approval of the Department of Finance and Administration (on or about July 1, 2019). The contract may be extended for up to three (3) additional one (1) year periods, or any portion thereof at the discretion of the Agency, pursuant to funding availability and satisfactory service provision, as determined by the Agency. In no circumstance shall the contract exceed a total of four (4) years in duration.

D. PROCUREMENT MANAGER

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

Kristin Oreskovich, Procurement Manager
Department of Health, Public Health Division, Office of School and Adolescent Health
300 San Mateo Blvd. NE Suite 902
Albuquerque, NM 87108
Telephone: (505) 841-5876 Fax Number: (505) 222-8675
Kristin.oreskovich@state.nm.us

All deliveries via express carrier (including proposal delivery) should be addressed as follows:

Kristin Oreskovich, Procurement Manager
New Mexico Department of Health
300 San Mateo Blvd. NE Suite 902
Albuquerque, NM 87108

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the Agency.

E. DEFINITION OF TERMINOLOGY

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

“Agency” means the New Mexico Department of Health.

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

“Close of Business” means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“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 a written agreement for the procurement of items of tangible personal property or

services.

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

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

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

“DFA” means the Department of Finance and Administration for the State of New Mexico.

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

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

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

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

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

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

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

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

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

“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.

“Secretary” means the Cabinet Secretary of the New Mexico Department of Health.

“SPD” means State Purchasing Division of the New Mexico State General Services Department.

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

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

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

F. BACKGROUND INFORMATION

SBHCs are comprehensive primary health care centers, housed in elementary, middle and high schools that provide developmentally and culturally appropriate physical, behavioral, and in some cases oral health care, to students who might otherwise not have access to care. SBHCs also promote positive health behaviors by increasing health knowledge and decision making skills through programs that target a range of issues confronting youth. SBHCs are staffed like a pediatrician or family practice office with a receptionist, nurse and clinical provider, such as a nurse practitioner, physician assistant, or physician. SBHCs are also staffed with qualified behavioral health professionals and some sites also provide oral health services. SBHCs are designed to be comfortable and accessible to encourage students to drop by when they need medical attention or want to learn more about a health issue. Although student focused, SBHCs strive to engage families in their children’s care.

SBHCs provide comprehensive services by using a multi-disciplinary health team. They help improve the lives of New Mexico’s children because they place a breadth of essential services in exactly the right environment – our schools. SBHCs support student success because healthy students are better learners. SBHCs provide a wide range of health services, from routine checkups to treating chronic illnesses. The State of New Mexico quickly became a leader in this nationwide movement by increasing its number of SBHCs statewide.

SBHCs are recognized by the Medicaid Division as an integral part of the overall healthcare delivery system. SBHCs funded through the Department of Health are required to meet specific operating standards and federal, state, and local regulations on health care organizations in order to be eligible to contract with the Medicaid managed care organizations and commercial insurers to participate in billing. Working in partnership with the managed care organizations and commercial insurers is only one of many strategies necessary to ensure sustainability.

The Office of School and Adolescent Health (OSAH), located in the Public Health Division of the New Mexico Department of Health, manages and coordinates the SBHC program. The mission of OSAH is to develop health systems that prevent and reduce the barriers to learning for all students in New Mexico. OSAH oversees programs dealing with adolescent health, including youth suicide prevention, school nursing, positive youth development and SBHCs. OSAH partners with the New Mexico Public Education Department, Human Services Department, Children Youth and Families Department, University of New Mexico, the New Mexico Primary Care Association and its members, the New Mexico Alliance for School Based Health Care and many other community agencies and organizations.

DEPARTMENT OF HEALTH VISION/MISSION

The vision of the New Mexico Department of Health (Agency) is that New Mexico is a healthy community in which to live and grow.

The mission of the Agency 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 Agency 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.

G. PROCUREMENT LIBRARY

The Procurement Manager has established a Procurement Library. Offerors are encouraged to review the material contained in the Procurement Library by contacting the Procurement Manager and scheduling an appointment. Offerors are welcome to take notes in the Procurement Library or to bring a portable copy machine to the library.

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
Issue of RFP	Agency	4/1/19
Distribution List Response	Potential Offerors	4/8/19
Deadline to Submit Questions	Potential Offerors	4/10/18
Response to Written Questions/RFP Amendments	Agency	4/12/19
Submission of Proposal	Offeror	5/3/19
Proposal Evaluation	Evaluation Committee	5/15/19
Selection of Finalists	Evaluation Committee	5/15/19
Best and Final Offers From Finalists	Offeror	5/17/19
Oral Presentation by Finalists	Offeror	5/17/19
Finalize Contract	Agency, Offeror	5/31/19
Contract Award	State Purchasing Agent/DFA	7/1/19
Protest Deadline	Offeror	7/15/19

B. EXPLANATION OF EVENTS

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

1. Issue of RFP

This RFP is being issued by the Agency on April 1, 2019.

2. Acknowledgement of Receipt

Potential offerors should hand deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt of Request For Proposals Form" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on April 8, 2019.

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

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 5:00 Mountain Daylight Time 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 will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER NO LATER THAN 3:00 PM, MOUNTAIN DAYLIGHT TIME ON May 3, 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 (except for electronic submissions through SPD's electronic procurement system). Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the SCHOOL BASED HEALTH CENTERS REQUEST FOR PROPOSALS. Proposals submitted by facsimile, or other electronic means other than through the SPD electronic e-procurement system, 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 appointed by Agency management will perform the evaluation of proposals. This process will take place May 15, 2019. 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, but 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. A schedule for the oral presentation and demonstration will be determined at this time.

8. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation and demonstration.

9. Oral Presentation

Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II. A., Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee and SPD.

10. 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.

11. 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.

Applicants must obtain a School Agreement from each school district where they are to support a SBHC. The agreement must outline the roles and responsibilities of the applicant and school district, agreement to the types of services to be offered, hours of operation for the SBHC, and an arrangement for the use of any school facilities necessary to operate the SBHC. School Agreements

shall be excluded from consideration in scoring and shall not be submitted as any part of the Offeror's proposal. School Agreements are to be obtained after notice of award and prior to contract award with all Offerors.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and the 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.

12. 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:

Roy G. McDonald
Chief Procurement Officer
Administrative Services Division
New Mexico Department of Health
1190 S. St. Francis Dr., Suite N3204
Santa Fe, New Mexico 87502

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with applicable procurement regulations.

1. Acceptance of Conditions Governing the Procurement

Potential offerors must indicate their acceptance of the Conditions Governing the Procurement section in the Acknowledgment of Receipt Form. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror. 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 signed by the offeror's duly authorized representative addressed to the Procurement Manager.

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

7. **Proposal Offer Firm**

Responses to this RFP, including proposal prices, will be considered firm for one hundred eighty (180) days after the due date for receipt of proposals or one hundred fifty (150) days after 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 termination will be effected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

Only information supplied by the Agency in writing through the Procurement 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 which 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

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 mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned 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 or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

24. Ownership of Proposals

All documents submitted in response to this RFP shall become property of the Agency and 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.insurenwemexico.state.nm.us/>.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form,

APPENDIX F, 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 G 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 sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. 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.
8. Be signed by the person identified in paragraph 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.

III. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in the disqualification of the proposal.

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal. In no case will more than one proposal from a single offeror be accepted.

B. NUMBER OF COPIES

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

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 ½" x 11" paper using a minimum 11 font (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

1. Proposal Organization

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

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

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

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

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

2. Acknowledgement of Receipt

Each proposal must be accompanied by an Acknowledgement of Receipt. The Acknowledgement of Receipt MUST:

- a) identify the submitting organization;
- b) identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e) explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;

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

IV. SPECIFICATIONS

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

Failure to respond to Mandatory Specifications will result in the disqualification of the proposal as non-responsive.

1. **MANDATORY SPECIFICATIONS**

1. Statement of Need (10 points) (2 page maximum)

Describe and justify the student health population(s) of focus. Include pertinent demographic information, such as race, ethnicity, gender, socioeconomic status, school grade level, graduation rate, truancy rates and any other information that fully describes the student-level population to be served. If school staff (adults) will be included, specifically describe the population intended to be served by the SBHC.

Describe service gaps in access and utilization of health care services for the proposed school(s) population of focus. Include a brief description and data highlighting the overall health status of the population for the proposed location(s). Information that must be addressed in this section includes:

- Information about the number of students enrolled in free/reduced lunch
- Approximation of the number of students enrolled or eligible for Medicaid
- Approximation of the number of students who are uninsured
- Community Health Professional Shortage Area designation
- For existing SBHCs, include description of SBHC operations, including types of services provided (primary care, behavior health, oral health), number of students and visits delivered for the past four years, along with percentage of Medicaid eligible, uninsured and private insured seen, type of community outreach activities and number of adults seen and types of visits for adults (i.e., school staff, family members, etc...).

2. Proposed Implementation Activities (50 points) (15 page maximum)

Provide an operational overview of how the SBHC services will be implemented over four years beginning July 1, 2019 through June 30, 2023. Descriptions will detail proposed outcomes for each of the activities. Proposed activities must address an integrated model that includes both primary care and behavior health services and must follow the prescribed OSAH Standards and Benchmarks (See Appendix C).

The following activities are required to be addressed as part of the overall proposal:

- A. *Proposed SBHC staffing and operations*** - Provide a staffing plan for clinical and support staff at each site.
- a. Describe realistic proposed hours of operation per SBHC for each service proposed (i.e., primary care, behavioral health, oral health) based on school population and SBHC staffing availability. *Strategy must address how protected time for student access will be ensured if services to the community are included.*
 - b. Describe roles of all staff and education, expertise and experience of key staff to serve the population of focus, include information about staff familiarity with adolescent

- health, local culture and language
- c. Include a timeline for how staff will be hired and trained in the SBHC model, as well as, what culture and language resources and tools are necessary to successfully provide services in the SBHC
- d. Provide job descriptions and resumes for all clinical professional staff
- e. Describe any potential barriers to the above staffing proposal and how your organization plans to overcome the barriers.

B. *Proposed SBHC sustainability strategies* - Provision of high quality, accessible health care that is student-focused, efficient and sustainable is a priority of the State program. Please describe your organization's plan to ensure sustainable services.

- a. Provide a description of your organization's billing capacity, financial management systems, and control procedures and how the applicant organization will maximize Medicaid and third-party reimbursement
- b. Describe existing contracts with MCOs and commercial insurers
- c. Provide a description of projected revenues from Medicaid and third-party payers
- d. Describe realistic productivity expectations for SBHC medical and behavioral health providers as it relates to operational sustainability via reimbursement, yet ensures fidelity to the SBHC model, i.e., provision of integrated care, school partnership, comprehensive risk screening.
- e. Include a detailed description of additional financial support and partnerships needed to ensure feasible planning, and long-term operations and sustainability. This may include:
 - i. In-kind supports
 - ii. Existing grant funding
 - iii. Sponsor support
 - iv. Additional resource development activities that may be used to generate additional income and/or support for SBHC operations.
- f. Provide copies of financial management policies detailing billing processes and commitment to provision of services at the SBHC to students regardless of their ability to pay
- g. Identify who will be responsible for coordinating sustainability activities and oversight of financial management

C. *Proposed strategies to integrate Primary Care and Behavioral Health, as well as other services such as oral health and health promotion* - This section is a description of how the integrated approach will be implemented.

- a. Address referral process with community providers, coordination of care between SBHC primary and behavioral health staff, as well as school staff and community providers, as appropriate.
- b. Describe how confidentiality and compliance with the Health Information Portability and Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA) will be maintained.
- c. Include information about records retention on-site and steps that will be used to release medical information.

D. *Data Reporting/Monitoring*

- a. Describe system that will be used to monitor and track SBHC utilization.
- b. Include information about how data will be uploaded to the state SBHC database

managed through Apex Evaluation and activities to ensure accuracy of data and compliance with data requirements.

c. Identify who will be responsible for data reporting/monitoring.

3. SBHC Operations (30 Points) (10 page maximum)

- a. Discuss the plans and experience of the applicant organization with SBHC operations or similar projects. Include descriptions of collaborations with State and community agencies (i.e., schools, school districts, New Mexico Human Services Department, medical sponsor, community health organizations, New Mexico Public Education Department, Children, Youth and Families Department, New Mexico Department of Health, etc.) to improve health and well-being of New Mexico youth.
- b. Describe how the SBHC model fits into the organizational mission, values and goals.
- c. Describe human resource capacity for recruitment and retention, as well as termination of clinical and administrative staff. Describe your successes and challenges in addressing staff turnover and estimated length of time needed to fill staffing vacancies.
- d. Provide a sustainability plan detailing how services will be sustained in the event State funding was reduced.
- e. Describe in detail opportunities planned to engage the school and community in the SBHC. Include examples of presentations, meetings, or events that will result in increased collaboration and communication with school staff, school administration, board members and community partners and stakeholders.
- f. Describe how SBHC staff will work with school staff, including the school nurse, school behavioral health staff and counselors and teachers and administrators in a manner that promotes coordinated provision of services to students while ensuring compliance with HIPAA and FERPA.
- g. Describe organizational continuous quality improvement processes and how SBHC are incorporated into the organizational process.

4. Budget/Cost Explanation (10 points) (3 page maximum)

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

If the total compensation included in the proposal exceeds \$250,000.00, excluding gross receipts tax, the Offeror must submit its most recent financial statement, audit report, and management letter comments. (Not included in the page limit.)

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

B. SUPPORTING DOCUMENTATION

1. Biographical Sketches and Job Descriptions

Applicants must include biographical sketches of each key position to be involved in the SBHC operations as Attachment 1. Resumes and/or curricula vitae are acceptable. If the position is to be hired, include a position description and an anticipated date of hire.

2. Attestation of Acknowledgement of New Mexico Standards and Benchmarks for School-Based Health Centers (Appendix C)

Applicants must sign the Attestation of Acknowledgement of the New Mexico Standards and Benchmarks for School-Based Health Centers which outlines the expected model of delivery of care as well as expected compliance with federal, state, and local regulatory bodies with which the SBHC must comply.

3. New Mexico Employees Health Insurance Agreement

Applicants must sign the New Mexico Employees Health Insurance Agreement (Appendix E) and submit as Attachment 2 with their application.

4. Campaign Contribution Disclosure Form

Applicants must sign the Campaign Contribution Disclosure Form (Appendix F) and submit as Attachment 3 with their application.

5. Suspension and Debarment Form

Applicants must sign the Suspension and Debarment Form (Appendix G) and submit as Attachment 4 with their application.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

	FACTOR	POINTS AVAILABLE
1.	Statement of Need	10
2.	Proposed Implementation	50
	a. Provider and Staff Information	
	b. Sustainability	
	c. Integration of Care	
	d. Data Collection/Reporting	
3.	Staff and Organizational Experience	30
4.	Budget and Budget Justification	10
5.	Biographical Sketches/Job Descriptions	Pass/Fail
6.	Standards and Benchmarks Attestation	Pass/Fail
7.	NM Employees Health Insurance Agreement	Pass/Fail
8.	Campaign Contribution Disclosure	Pass/Fail
9.	Suspension and Debarment Form	Pass/Fail
	TOTAL	100

B. EVALUATION FACTORS

Points will be awarded on the basis of the following evaluation factors:

(A) Statement of Need (10 points)

Scoring will be based on how well the defined need is documented, sources of data used in this documentation and how well the gaps in service are documented.

(B) Proposed Implementation (50 points)

Points will be awarded based on how well each section is presented and described. Emphasis should be placed in those sections that require long term planning and outcomes.

(C) SBHC Operations (30 points)

Points will be awarded based upon an evaluation of the work performed for previous contracts and clients receiving similar services to those proposed for this contract.

(D) Performance Assessment and Data (10 points)

Points will be awarded based on the reasonableness and thoroughness of the proposed budget.

C. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the offeror for clarification of the response as specified in Section II, Paragraph B.6.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted. Finalist offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible offeror(s) whose proposal(S) is/are most advantageous to the Agency, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section II, Paragraph B.11. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDICES

APPENDIX A

Acknowledgement of Receipt Form

REQUESTS FOR PROPOSALS

SCHOOL BASED HEALTH CENTER SERVICES

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on April 8, 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 Agency's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

SUBMITTING FOR THE FOLLOWING SBHCs:

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 Proposals.

Kristin Oreskovich
Procurement Manager –Department of Health
300 San Mateo Blvd. NE Suite 902
Albuquerque, NM 87108
Telephone: (505) 841-5876 Fax Number: (505) 222-8675
Kristin.oreskovich@state.nm.us

APPENDIX B

Sample Contract Terms and Conditions

{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
NEW MEXICO DEPARTMENT OF HEALTH
PROFESSIONAL SERVICES CONTRACT**

This CONTRACT is entered into by and between the State of New Mexico, Department of Health, hereafter referred to as “DEPARTMENT”, and _____, hereafter referred to as “CONTRACTOR”, and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration (“DFA”).

IT IS AGREED BETWEEN THE PARTIES:

1. SCOPE OF WORK

The CONTRACTOR shall perform the following work:

1. Provide an operational plan for each school-based health center (SBHC).
 - a. Develop and submit a completed operational plan for each SBHC outlined in this scope of work by September 15th. Operational plans not submitted on time will result in delayed payment.
 - b. Outline productivity expectations for the year developed jointly by SBHC providers and coordinator. Productivity expectations should be based on assessment of SBHC site data and, including but not limited to, baseline measure of school population penetration for previous year, top health priorities and needs, and clinical efficiencies identified by the team for quality improvement.
 - c. Submit a complete list of all SBHC staff for each SBHC outlined in this scope of work by September 15th.
 - d. Outline quality improvement (QI) plan for each SBHC outlined in this scope of work.
 - e. Submit current copy of each school agreement to provide services through the SBHCs outlined in this scope of work by September 1st.
 - f. Submit updated operational plan within 30 days of any procedural or personnel change.
2. Provide primary health care services to SBHC clients at Healthy High School.
 - a. Provide a minimum of 15 hours of quality primary health care services per week at Healthy High School
 - b. Adhere to student consent and confidentiality guidelines as determined by federal and state laws and professional licensing boards.
 - c. Promote integrated health and behavioral health care and establish procedures and infrastructure that allows for coordination of care among all stakeholders in student’s health as outlined in NM Standards and Benchmarks for SBHC.
3. Provide behavioral health care services to SBHC clients at Healthy High School.
 - a. Provide a minimum of 15 hours of quality behavioral health care services per week at Healthy High School.
 - b. Adhere to student consent and confidentiality guidelines as determined by federal and state laws and professional licensing boards.

- c. Promote integrated health and behavioral health care and establish procedures and infrastructure that allows for coordination of care among all stakeholders in student’s health as outlined in NM Standards and Benchmarks for SBHC.
4. Provide oral health care services to SBHC clients at Happy High School.
 - a. Provide a minimum of 4 hours of quality oral health care services per week at Happy High School.
 - b. Adhere to student consent and confidentiality guidelines as determined by federal and state laws and professional licensing boards.
 - c. Promote integrated health model amongst all provided services and establish procedures and infrastructure that allows for coordination of care among all stakeholders in student’s health as outlined in NM Standards and Benchmarks for SBHC.
5. Provide complete data set to OSAH as outlined in the NM Standards and Benchmarks for SBHC.
6. Send a minimum of one (1) contract representative(s) per SBHC to attend the annual Head to Toe Preconference and annual meeting.
7. Notify OSAH in writing within 30 days if, at any time during this agreement period, changes in overall SBHC Operations, including but not limited to, changes in health providers, loss or increase in provider hours and service.
8. Identify the DOH/Population and Community Health Bureau/OSAH in any published documents, media presentations, training programs, training materials, brochures, and any other materials and programs which are developed under this Scope of Work or through the budget of this agreement.
9. Submit any materials developed for public or media distribution to include but not limited to advertising or media campaigns, pamphlets, brochures, training materials, etc., or public service announcements to the Program Manager and the DOH Communications Director for written approval a minimum of two weeks prior to finalization and distribution.
10. No health care provider who has a significant pending action with his/her respective licensing board shall be used to complete activities associated with this agreement.
11. Performance will be monitored and evaluated by periodic on-site work reviews, review of quarterly data reports, and scheduled consultations with Contractor.

Deliverables Budget	FY 20	Total
Happy High School (~1300 students)		
Clinical Services		
Primary Care @ 15 hours per week		
Primary Care HPSA		

Behavioral Health @ 15 hr per week		
Behavioral Health HPSA		
Evaluation		
Operational Plan and Progress Reports		
Student Survey (20% of patients)		
Comprehensive Risk Screen, i.e., Just Health, eSHQ or SHQ (75% of patients)		
Monthly Encounter Data		
School Survey		
Attendance at annual SBHC meeting in April		
Minimum 1 person per clinic @ \$500 per clinic		
TOTAL		

2. COMPENSATION

- A. The Department shall pay to the Contractor in full payment for deliverables completed, such compensation not to exceed \$____, including gross receipts tax. **The total amount payable to the Contractor under this CONTRACT, including gross receipts tax and expenses, shall not exceed \$____. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract 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 Contract 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 Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**
- B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to 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. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. 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. No invoices will be reimbursed unless submitted within thirty (30) days after the last day of the month in which services were performed.
- C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the 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 CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION. This CONTRACT shall terminate on _____, unless terminated pursuant to Article 5 (Termination), infra or Article 6 (Appropriations). In accordance with NMSA 1978, Section 13-1-150 no contract term, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, Section 13-1-150.

4. TERMINATION

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

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (5)(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 CONTRACT 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 CONTRACT 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 CONTRACT, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the CONTRACT is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this CONTRACT, 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 CONTRACT. 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 CONTRACT.*

D. Termination Management. If this CONTRACT is terminated pursuant to its provisions, or if the parties mutually agree to discontinue their contractual relationship, or upon expiration of the term of the CONTRACT, immediately upon receipt by either the AGENCY or the CONTRACTOR of written notice of termination, the CONTRACTOR shall:

- 1) not incur any further obligations for salaries, services or any other expenditures of funds under this CONTRACT without the written approval of the AGENCY;
- 2) 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 CONTRACT. In this event the AGENCY may temporarily extend the term, enter into a new short term contract or otherwise enter into an agreement, consistent with the New Mexico Procurement Code until all transition of services are completed;
- 3) comply with all directives issued by the AGENCY in the notice of termination as to the performance of work under this CONTRACT;
- 4) take such action as the AGENCY shall direct for the protection, preservation, retention or transfer of all property titled to the AGENCY and client records generated under this CONTRACT on the date of termination of this CONTRACT, the CONTRACTOR shall furnish to the AGENCY:
 - (a) a complete detailed inventory of nonexpendable AGENCY property as defined in Article 21 (Property) of this CONTRACT, and
 - (b) a final closing of the financial records and books of accounts which were required to be kept by the CONTRACTOR under the provision of this CONTRACT regarding financial records.

5. APPROPRIATIONS

- A. The terms of this CONTRACT are contingent upon sufficient funds appropriated, authorized, and allocated by the Legislature of the State of New Mexico and/or by the federal government. If sufficient appropriations, authorizations, and allocations are not made by the Legislature of the State of New Mexico and/or by the federal government, necessitating a decrease in the amount of CONTRACT funds available for expenditure by the AGENCY, this CONTRACT may be terminated or amended to a lower amount of funds upon written notice given by the AGENCY to the CONTRACTOR. If the AGENCY proposes a CONTRACT amendment to unilaterally reduce CONTRACT funding, the CONTRACTOR shall have the option to terminate the CONTRACT or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.
- B. The decision of the AGENCY as to the amount of CONTRACT funds available for expenditure from the appropriation, authorization and/or allocation shall be final and binding on the CONTRACTOR.

6. STATUS OF CONTRACTOR

The CONTRACTOR, 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 consideration not specified in this CONTRACT. The CONTRACTOR acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax. 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, provided that CONTRACTOR may perform assigned duties within the scope of work that does not contractually bind the State of New

Mexico.

7. ASSIGNMENT

The CONTRACTOR shall not assign or transfer any interest in this CONTRACT or assign any claims for money due or to become due under this CONTRACT without the prior written approval of the AGENCY.

8. SUBCONTRACTING

The CONTRACTOR shall not subcontract any portion of the services to be performed under this CONTRACT without the prior written approval of the AGENCY. No such subcontract shall relieve the primary CONTRACTOR from its obligations and liabilities under this CONTRACT, 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.

[Include the following provisions if the Contractor will access client protected health information (PHI) and is not receiving PHI only for treatment purposes.]

The Contractor shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the Agency. The Contractor shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other state and federal rules, regulations and laws protecting the confidentiality of information. If the Contractor may reasonably be expected to have access to Agency's Protected Health Information (PHI) and will perform business associate functions as defined by HIPAA, Contractor shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this agreement. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the Agency shall constitute grounds for termination of this agreement in accordance with Article 4 (Termination) of this agreement

11. PRODUCT OF SERVICES COPYRIGHT

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

B. Client information developed under this CONTRACT may not be used by the CONTRACTOR or be transferred to a third party in any form, including aggregate data, without the express

written permission of the AGENCY, except to fulfill the provisions of the Scope of Work under this CONTRACT.

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 CONTRACT, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the CONTRACT.
- B. The CONTRACTOR further represents and warrants that it has complied with, and, during the term of this CONTRACT, will continue to comply with, and that this CONTRACT 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 Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this CONTRACT 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 CONTRACT complies with Section 10-16-7(A) NMSA 1978 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 Section 10-16-7(A) NMSA 1978 and this CONTRACT was awarded pursuant to a competitive process;
 - 3) in accordance with Section 10-16-8(A) NMSA 1978, (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 CONTRACT 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 CONTRACT;
 - 4) this CONTRACT complies with Section 10-16-9(A) NMSA 1978 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 Section 10-16-9(A) NMSA 1978, this CONTRACT is not a sole source or small purchase contract, and this CONTRACT was awarded in accordance with the provisions of the Procurement Code;
 - 5) in accordance with Section 10-16-13 NMSA 1978, the CONTRACTOR has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this CONTRACT or any procurement related to this CONTRACT; and
 - 6) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the CONTRACTOR has not contributed, and during the term of this CONTRACT 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 CONTRACT was entered into by the parties. CONTRACTOR shall provide immediate written notice to the AGENCY if, at any time during the term of this CONTRACT, 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 CONTRACT 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 CONTRACT 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 CONTRACT to the contrary, the AGENCY may immediately terminate the CONTRACT.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. AMENDMENT

- A. This CONTRACT shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories. From time to time and in accordance with changes in State and Agency policy, this CONTRACT shall be amended to comport with current policy, rules, regulations and law.
- B. If the AGENCY proposes an amendment to the CONTRACT 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 CONTRACT pursuant to the termination provisions as set forth in Article 5 herein, or to agree to the reduced funding.

14. MERGER

This CONTRACT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written CONTRACT. No prior CONTRACT or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this CONTRACT. All attachments are incorporated and made a part of this CONTRACT.

15. PENALTIES FOR VIOLATION OF LAW

The Procurement Code, NMSA 1978, Sections 13-1-28 to 13-1-199, imposes both criminal and civil penalties for 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 CONTRACT. If Contractor is found not to be in compliance with these

requirements during the life of this CONTRACT, Contractor agrees to take appropriate steps to correct these deficiencies.

17. APPLICABLE LAW

The laws of the State of New Mexico shall govern this CONTRACT, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978 Section 38-3-1(G). By execution of this CONTRACT, CONTRACTOR acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this CONTRACT.

18. WORKERS' COMPENSATION ACT

The CONTRACTOR agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers Compensation Act and applicable rules when required to do so, this CONTRACT may be terminated by the AGENCY.

19. RECORDS AND FINANCIAL AUDIT

- A. The CONTRACTOR shall maintain detailed time and expenditure records, which indicate the date, time, nature, and cost of services rendered during the CONTRACT term and retain them for a period of three (3) years from the date of final payment under the CONTRACT. The records shall be subject to inspection by the 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 CONTRACT 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 of five years after the time the audit was released.
- C. If the CONTRACTOR receives more than \$750,000 under this CONTRACT or more than \$750,000 in any single fiscal year, from the AGENCY, 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 CONTRACT 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 CONTRACT, 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 CONTRACT. 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 CONTRACT 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 contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Contractor agrees to maintain a record of the number of employees who have:
- 1) accepted health insurance;
 - 2) declined health insurance due to other health insurance coverage already in place; or
 - 3) declined health insurance for other reasons.
- These records are subject to review and audit by a representative of the state.
- C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwemexico.state.nm.us/>.

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 contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That

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

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 by this CONTRACT will be in writing and will be delivered in person, by electronic facsimile, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the AGENCY: New Mexico Department of Health
 P.O. Box 26110
 1190 St. Francis Drive,
 Santa Fe, NM 87502-6110

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

26. AUTHORITY

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

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 parties to this CONTRACT shall maintain professional or general liability insurance, as applicable, for all services provided under this CONTRACT and shall supply evidence of such coverage upon the 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.

{Include I (below) only if the Contractor is a federally funded sub-recipient}

- I. For agreements which involve the expenditure of federal funds, and under which the Contractor is considered a subrecipient, the provisions of Appendix A shall apply and are incorporated herein. The operating code of this agreement is 00000005.

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 CONTRACT, for the cost of which the CONTRACTOR is to be reimbursed as a direct item of cost under this CONTRACT shall immediately vest in the 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 CONTRACT, shall immediately vest in the AGENCY upon 1) issuance for use of such property in the performance of this CONTRACT or 2) use of such property in the performance of this CONTRACT or 3) reimbursement of the cost thereof by the 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 CONTRACT. 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 CONTRACT, it shall use the proceeds to repair or replace the AGENCY property.

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

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

CONTRACTOR:

By: _____
Authorized Signature Designee

By: _____

Date: _____

Title: _____

Date: _____

By: _____
Chief Financial Officer

Date: _____

CERTIFIED FOR LEGAL SUFFICIENCY:

By: _____
Department of Health
Assistant General Counsel

Date: _____

TAXATION AND REVENUE:

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

N.M. Tax Identification #: _____

By: _____
Taxation and Revenue Department

Date: _____

DEPARTMENT OF FINANCE AND ADMINISTRATION:

This CONTRACT is approved and effective the date shown:

By: _____
State Contracts Officer

Date: _____

APPENDIX C

SBHC Standards and Benchmarks

New Mexico Standards and Benchmarks For School-Based Health Centers

Helping students feel better, live better & learn better.

OSA
SAH

Office of School & Adolescent Health

Introduction

Definition of a New Mexico School-Based Health Center (SBHC)

School-based health clinics provide quality, integrated, youth-friendly, and culturally responsive health care services to keep children and adolescents healthy, in school, and ready to learn.

Description of a New Mexico SBHC

A SBHC is a health clinic located on or near school property that functions independently from, but in cooperation with the school system. The ideal SBHC includes a team of qualified multidisciplinary professionals (typically employed by a community-based health organization). At a minimum, primary care, including urgent, acute, prevention and wellness care, is at the core. In addition to behavioral health, expanded services, including, substance abuse support, oral health, reproductive health, nutrition education, case management and health promotion may also be offered at the SBHC. SBHCs provide a youth-friendly environment designed to meet the unique health care needs of all youth, through supportive and collaborative relationships with youth, families, school administration, school health staff (school nurse, school counselor, health educator, etc.), school districts and boards.

Intent of New Mexico Standards and Benchmarks for SBHC

The New Mexico Standards and Benchmarks for School-Based Health Centers provide a description of the New Mexico SBHC model. The intent is to assure quality of the services being provided, reduce variability, and increase sustainability.

Each SBHC is required to have Policy and Procedure Manual which outlines their processes for compliance with the New Mexico Standards and Benchmarks for SBHC.

Evidence of adherence to the New Mexico Standards and Benchmarks for SBHC is a prerequisite for receiving funding from the New Mexico Department of Health, Office of School and Adolescent Health (OSAH).

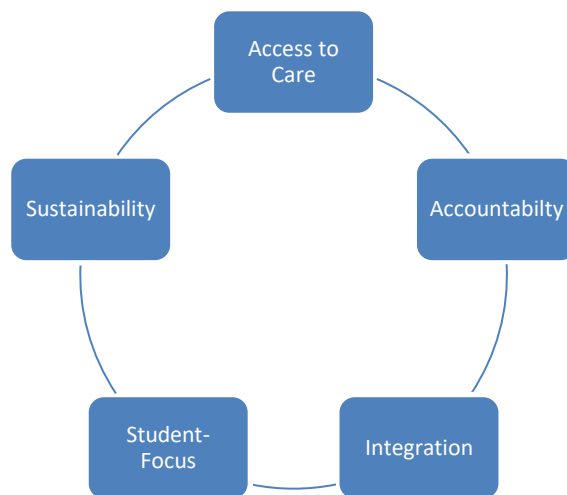


Figure 1 - Key Components of a Successful NM SBHC

Access to Care

The SBHC assures students' access to health care and support services to promote student health and well-being.

Facility

- SBHC is located in a facility within the school building or on school campus.
- SBHC is welcoming to students and safeguards their privacy.
- SBHC operates within an appropriate physical space that complies with all laws and regulations governing health facilities, such as:
 - NMAC 7.11.2 – Requirements for Facilities Providing Outpatient Medical Services
 - Health Resources and Services Administration (HRSA)
 - Americans with Disabilities Act (ADA)
 - Occupational Safety and Health Administration (OSHA)
 - Federal, state and local building codes

Staffing

- Primary care services are provided by qualified, and licensed medical providers such as MD, DO, CNP or PA-C with familiarity in pediatric and adolescent health care and in good standing with their respective professional boards.
- Behavioral health services are provided by qualified Masters' or higher level behavioral health providers who are licensed by their respective professional boards. Behavioral health practitioners must practice in accordance with the scope of their licensure and have with familiarity in pediatric and adolescent mental and behavioral health care.
 - It is the responsibility of non-independently licensed behavioral health providers to seek clinical supervision.

Operations

- Hours of operation are clearly posted and consistent with protected student-only hours highlighted if the clinic is open to the public.
- SBHC policy to accept walk-ins and offer same-day appointments when possible.
- School and SBHC have a clear protocol for referrals from faculty and staff.
- Students will be seen regardless of ability to pay or bill insurance.
- Medicaid eligibility determiner must be accessible to students without health insurance.
- SBHC must have a system in place to fulfill administrative requests, prescriptions, and clinical questions when clinic is not open, or provider is not available.

- SBHC has a system in place for patients to access care for urgent issues when SBHC is not open (e.g. primary care physician on-call, nurse hotline, emergency room, urgent care center, or behavioral health crisis line).
- SBHC has referral or transition process in place to ensure continuity of care for students requiring follow-up during times when school is not in session and the SBHC is not open, such as summer, winter break, and spring break.
 - This, especially, includes those receiving behavioral health services or care for any chronic health condition, such as asthma or diabetes.
- SBHC does not discriminate against patients based upon race, color, sexual orientation, religion, national origin, age, disability, sex, health insurance status, or ability to pay.
- SBHC that make services available to populations other than students from the school where the SBHC resides, such as faculty and/or school personnel, family of student users, students from other schools or other people in the community must:
 - Prioritize the care of the student body and assure their safety and privacy.
 - Have an agreement in place with school administration/district and procedure in place for allowing non-students/faculty access to the campus.
- SBHC complies with all federal, state and local laws and regulations governing health care practices, may include, but not limited to:
 - NMAC 7.11.2 - Requirements for Facilities Providing Outpatient Medical Services
 - NMAC 16.10.17 – Management of Medical Records.
 - Clinical Laboratory Improvement Amendments (CLIA)
 - NM Board of Pharmacy
 - Code of Federal Regulations (CFR)
 - Vaccines for Children Program (VFC)
 - Health Insurance Portability and Accountability Act (HIPAA)
 - Family Educational Rights and Privacy Act (FERPA)
 - Centers for Medicare & Medicaid Services (CMS)

Consent

- SBHC obtains from parent/guardian of students and informed written consent covering all non-confidential services.
- SBHC will comply with NM State law regarding obtaining minor consent for confidential services.
- SBHC records are kept separate from school nursing and school academic records per HIPAA regulations.
- SBHC has written policy addressing exchange of information between the SBHC and school health personnel which is in accordance with HIPAA/FERPA requirements.

Accountability

The SBHC routinely evaluates its performance against accepted standards of quality to achieve optimal outcomes for students.

Data Collection and Reporting

- SBHC must have the capacity collect and electronically submit data to OSAH, or OSAH contractor by the 5th of every month.
- One person at each SBHC is designated to ensure data submissions are made in a timely fashion.
- Monthly data submission due on the 5th of every month includes:
 - Visit encounter data
 - the unique student identifier
 - date of birth
 - gender
 - race
 - ethnicity
 - insurance status
 - location of visit
 - provider
 - CPT visit code
 - ICD-10 (or its successor) Diagnostic code
 - Dental providers use acceptable dental codes
 - Comprehensive risk screening data (75% of patients seen)
 - Student Survey data (20% of patients seen)
- Quarterly data submissions
 - Annual Operational Plan due September 15th
 - First semester Operational Plan Progress Report due December 15th
 - Second semester Operational Plan Progress Report due May 30th
- Annual data submission
 - School Survey

Performance

Health center collects and reports on key performance measures, including individual and population-level outcomes, to assure accountability to partners, payers, funders, and other stakeholders.

Quality improvement

- SBHC implements a quality improvement system that monitors and evaluates the appropriateness, effectiveness, and accessibility of its services.
- Clinical, practice management, or sustainability measures are determined based on data demonstrating clinic and student need.
- Written plan for improvement is documented and reported to OSAH annually.
- Written record of progress with supporting data is reported twice a year.
- One person at each SBHC is designated as the quality improvement lead and is responsible for monitoring and reporting progress.

Satisfaction

SBHC annually assesses patient, school, and community experience with services and assess unmet needs through patient and school experience survey.

Medical Records

SBHC will maintain medical records in accordance with NMAC 16.10.17 – Management of Medical Records.

Integration

The SBHC demonstrates an integrated model of care, assimilates into the school environment to support student success and coordinates with relevant outside health systems that share in the well-being of its patients.

School and Community Wellness Collaboration

The SBHC promotes a culture of collaboration and health across the entire school community.

Shared vision for student success

SBHC has a formalized understanding of how it collaborates with school administration, teachers, and support staff—school nurses, psychologists, and counselors—to ensure the partnership meets student needs efficiently, effectively, and seamlessly.

Shared outcomes

SBHC partners with the school to achieve improved outcomes for students struggling with attendance, behavior, or academic performance issues.

Integration

SBHC is aware of and may assist in development of school policies, procedures, and structures that support student health, safety, and academic achievement (school improvement, school wellness/safety plans, alternatives to discipline, IDEA team, etc.).

Crisis response and support

SBHC collaborates with school in the management and implementation of school's crisis prevention and intervention plans.

Student body wellness

SBHC promotes population health and prevention through services such as, provision of subject matter expertise, group, classroom-based, and school-wide efforts which address health risk factors and encourage wellness.

Family wellness

SBHC engages parents/guardians/caregivers in the care of their student, as well as, in health education and promotion events to promote family wellness.

Systems Coordination

The SBHC coordinates across relevant systems of care that share in the well-being of its patients.

Internal integration

SBHC has policy for integration of care within the SBHC, including referrals and warm hand-offs and care team wrap-up meetings.

Care coordination

SBHC has policy for coordination and integrative efforts (including exchange of health information as appropriate) with existing systems utilized by student—primary care, behavioral health, oral health, vision providers, and health plans—to improve continuity of care, reduce fragmentation, and prevent duplication of services.

Care partners

SBHC has referral and follow-up policies and procedures to ensure access to after-hours care (e.g., primary care physician, nurse hotline, emergency room, urgent care center, or behavioral health crisis line) and/or coverage beyond clinical capacity—including, oral health care, reproductive health care, and specialty health care.

Parent/guardian/caregiver engagement

SBHC has policy to inform and educate parents/guardians/caregivers about a child's health issues and involve them as supportive participants in the student's health care whenever appropriate and possible.

Student-Focus

The SBHC team and services are organized around relevant pediatric and adolescent health issues that affect student well-being and academic success.

Comprehensive service scope

SBHC delivers primary care, behavioral health, and other services designed to promote optimal social, emotional, and behavioral health of students, and enhance school success.

Evidence-based standards

SBHC is guided by evidence-based standards of care and follows nationally recommended best

practices from the American Academy of Pediatrics (AAP), US Preventive Taskforce (USPTF), Centers for Disease Control and Prevention (CDC) and other guidelines set forth by national boards/academies of health on issues affecting health and development of children and adolescents.

Competence

SBHC services and materials are age appropriate and respectful of cultural and linguistic diversity.

Confidentiality

- SBHC is aware of, follows, and notifies patient of NM confidentiality and minor consent laws.
 - 24-1-9 NMSA 1978 – Sexually Transmitted Disease
 - 24-1-13.1 NMSA 1978 – Pregnancy
 - 24-8-5 NMSA 1978 – Contraception
 - 24-10-2 NMSA 1978 – Emergency Conditions
 - 32A-6A-14, 15 NMSA 1978 – Mental Health (including substance abuse)
 - 24-7A6.2 NMSA 1978 Consent for Certain Minors Fourteen Years and Older (homeless youth or parent of a child)

- SBHC protects confidentiality of patient information as required by state and federal law when transmitted through conversation, billing activity, telemedicine, or release of medical records.

Patient engagement

SBHC encourages students (as age-appropriate) to be effective advocates and consumers of their own health care by encouraging them to schedule their appointments, manage medications, ask questions about their care, and improve their health literacy.

Youth advisors

SBHC meaningfully engages students in a variety of functions, including:

- needed clinical services
- clinic operational hours and processes
- community asset mapping and needs assessment
- evaluation of services
- youth-led outreach and promotion
- peer-to-peer health education
- advocacy mobilization on behalf of their health needs

Sustainability

The SBHC employs sound management practices to ensure a sustainable business.

SBHC sponsoring agency

- A sponsoring agency is an entity that provides oversight of the SBHC and provides one or more of the following:
 - Funding
 - Staffing
 - Medical oversight
 - Liability insurance
 - Billing support
- SBHC may have more than one sponsor:
 - One sponsor must meet the requirements of the lead sponsoring agency.
 - One sponsor must meet the requirements of a medical sponsor.
 - A written agreement must be in place among sponsoring agencies outlining the roles and responsibilities of each organization in SBHC operations.
 - Written policies and procedures must also be in place to describe how division of responsibilities will occur.
 - Written policies must be in place describing how an integrated model of care will be achieved with multiple agencies.
- The lead sponsoring agency:
 - Serves as the fiscal agent for DOH contract, if applicable.
 - Ensures overall fiscal sustainability of SBHC.
 - Has the overall responsibility for adherence to the *Standards and Benchmarks* to other SBHC sponsors, the SBHC providers and staff, as well as the school administration.
 - Ensures a designated staff person responsible for the overall coordination and operations of the SBHC.
 - Ensures that clinic facility and providers are credentialed appropriately to bill Medicaid and private insurers (when applicable).
 - Negotiates and maintains written agreements and relationships with the school.
 - Negotiates and maintains written agreements with other agencies or medical groups that provide services in the SBHC.
 - Ensures mechanisms are developed to coordinate SBHC services with school and other agencies.
 - Is responsible for collection and reporting of data.
 - Ensures timely completion and submission of reports to DOH and other funders.
 - Ensures any clinical contractors store and maintain all records in accordance with NMAC 16.10.17 – Management of Medical Records.
- The medical sponsoring agency:
 - Provides medical liability coverage.
 - Ensures provision medical provider to SBHC.
 - Provides clinical oversight of SBHC providers and healthcare services.
 - Oversees written clinical policies and procedures.
 - Oversees written policies and procedures for credentialing of medical providers.
 - Is responsible for credentialing and privileging of medical providers.

- Is responsible for medical records in accordance with NMAC 16.10.17 – Management of Medical Records.
- Ensures maintenance of CLIA Waiver.
- Ensures maintenance of pharmacy license.

Financial Sustainability

- Financial policies and procedures should:
 - support and guide a sound business plan based on financial strategies that rely on stable and predictable funding sources, maximize patient revenue, and minimize the role of grants to support operations for the long-term.
 - Provide direction for maintaining student confidentiality when billing for services.
- Budget considerations should take into account the cost of the program and sources of revenue, including, but not limited to:
 - Direct and indirect costs such as:
 - Staffing
 - Facility expenses
 - Pharmacy
 - Administration
 - Care coordination
 - Health promotion
 - Expected patient volume by provider needed to cover operational costs
 - Payer sources
 - Reimbursement trends
- SBHC understands and utilizes an appropriate accounting system to collect and report financial data.

**ACKNOWLEDGEMENT OF ABILITY TO COMPLY WITH NEW MEXICO
STANDARDS AND BENCHMARKS FOR SCHOOL-BASED HEALTH CENTERS**

The undersigned attests that the organization applying for SBHC operational funding has the knowledge and ability to comply with all federal, state and local regulations which apply to medical and behavioral health service organizations, as well as, the ability to employ a sound management practice for fiscal sustainability.

Additionally, the applicant understands that delivery of the SBHC model of care assures a youth-focused, integrated medical and behavioral health care system. This system should be collaborative with educational partners to promote student health and well-being.

Adherence to the New Mexico Standards and Benchmarks for School-Based Health Care is an expectation for on-going funding. Failure to observe the Standards and Benchmarks could result in reduction or termination of funding from the NM DOH OSAH.

ORGANIZATION: _____

REPRESENTED BY: _____

SUBMITTING FOR THE FOLLOWING SBHCs:

_____	_____	_____
_____	_____	_____
_____	_____	_____

TITLE: _____

PHONE NO.: _____ FAX NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____

DATE: _____

APPENDIX D

Sample Budget and Budget Justification

- A. Personnel:** Provide employee(s) (including names for each identified position) of the applicant organization, including in kind costs for those positions whose work is tied to the project.

Position	Name	Rate	Level of Effort	Cost
Coordinator	Jane Doe	\$50,000/ year	20%	\$10,000
PC Provider	Joe Buck	\$75,000/year	50%	\$37,500
BH Provider	TBD	\$60,000/year	50%	\$30,000
Billing Clerk	John Deere	In kind	20%	\$0
			Total	\$77,500

Justification: Describe the roles and responsibilities of each position.

The Coordinator will provide oversight of the day to day operations of the SBHC.

The Primary Care Provider will be responsible for the provision of primary care services for 20 hours per week.

The Behavioral Health Care Provider will be responsible for the provision of behavioral health care services for 20 hours per week.

The Billing Clerk will provide billing services for both Medicaid and commercial insurance.

- B. Travel:** Explain the need for all travel including travel that would be required by the signed contract.

Purpose of Travel	Location	Item	Rate	Cost
Head to Toe Conference	Albuquerque, NM	Registration	2 @ \$275	\$550
		Hotel	2 @ \$90 x 2 nights	\$360
		Per Diem	\$46/day x 2 persons x 2 days	\$184
Local Travel	Varied	Mileage	3000 miles @ .44/mile	\$1,320
			Total	\$2,414

Justification: Describe the purpose of travel and how costs were determined.

Two staff to attend the annual Head to Toe Conference per contract requirements.

Local travel needed to provide services for remote SBHCs, attend local meetings and

training events. Local travel rate is based on the state reimbursement rate of mileage for personal vehicle use.

C. Supplies: Materials costing less than \$5,000 per unit and often having a one-time use.

Item	Rate	Cost
General Office Supplies	\$50/month x 10 months	\$500
General Medical Supplies	\$250/month x 10 months	\$2,500
	Total	\$3,000

Justification: Describe the need and include an adequate justification of how each cost was estimated.

Office supplies are needed for the general operation of the SBHC and costs are based on the average from the previous year.

Medical supplies are needed for the operation of the SBHC and costs are based on the average from the previous year.

D. Subcontracts: a contractual arrangement to carry out a portion of the programmatic effort under the project.

Name	Service	Rate	Other	Cost
Jimbo's Consulting Service	Health Promotion Presentations	\$75/presentation x 4 presentations		\$300
Atlas Evaluation	Evaluation Services	\$40/hour x 200 hours	10 month period	\$8,000
Public Health Region 1	Reproductive Health Services	In-kind	10 month Period	\$0
			Total	\$8,300

Justification: Explain the need for each contractual agreement and how it relates to the overall project.

Consulting services are needed to carry out the contract requirements for health promotion activities.

Evaluation is provided by an experienced individual with expertise in SBHC purpose and function, familiar with the data reporting requirements of the OSAH.

Reproductive health services will be provided by the local public health office as an in-kind service.

E. Other: Any other expenses not covered in any of the other previous budget categories.

Item	Rate	Cost
Incentives	\$10/client follow up x 50 clients	\$500
SBHC Brochures	\$1/brochure x 500 brochures	\$500
	Total	\$1,000

Justification: Break down costs into cost/unit. Explain the use of each item requested.

Incentives provided to encourage participation in the patient satisfaction survey.

Brochures will be used at various community functions, such as health fairs and exhibits.

APPENDIX E

New Mexico Employees Health Insurance Agreement

Employee health insurance coverage is mandatory to be awarded a contract based on an RFP. To be responsive to this RFP, and to eligible for contract award, the offeror must agree to the following:

1. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. 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 declined health insurance for other reasons.
 - c. These records are subject to review and audit by a representative of the state.
3. 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://insurenwmxico.state.nm.us/>.

By signing this statement the offeror agrees to adhere to the aforementioned statements.

OFFEROR: _____

SIGNED BY: _____

TITLE: _____

DATE: _____

APPENDIX F

Campaign Contribution Disclosure Form

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

“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.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

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 G

Letter of Transmittal

REQUEST FOR PROPOSAL 665-20-00001

OFFEROR NAME _____

FEDERAL IDENTIFICATION # _____

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.

Authorized Signature

Date

(Must be signed by the person identified in item #2, above.)