

# **REQUEST FOR PROPOSAL**

**ISSUED BY THE  
NEW MEXICO INTERAGENCY BEHAVIORAL  
HEALTH PURCHASING COLLABORATIVE  
FOR A**

**BEHAVIORAL HEALTH ENTITY  
RFP# 23-630-7903-0005**



**Issue Date: December 2, 2022**

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## **I. INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSAL**

The purpose of this Request for Proposal (RFP) is to select a qualified Offeror that has the experience and expertise to perform the requirements identified in the RFP.

### **B. SUMMARY SCOPE OF WORK**

The scope of work consists of providing administrative functions related to the delivery and payment of non-Medicaid behavioral health services covered by the New Mexico Interagency Behavioral Health Purchasing Collaborative (the Collaborative).

### **C. SCOPE OF PROCUREMENT**

The scope of the procurement shall encompass the requirements in the draft contract (Appendix B of this RFP). The effective date of the proposed contract is July 1, 2023.

### **D. OFFEROR QUALIFICATIONS AND CONFLICT OF INTEREST**

The RFP, when released, will be open to any Offeror capable of performing the work described in this RFP, subject to the following stipulations:

Pursuant to the Governmental Conduct Act, NMSA 1978, 10-16-1 et. seq., an Offeror will have no direct or indirect interest that conflicts with the performance of services covered under this RFP;

Pursuant to NMSA 1978, 13-19-191, 30-24-2, and 30-41-1, through 30-41-3, an Offeror may not provide or offer bribes, gratuities, or kickbacks to applicable State of New Mexico (State) personnel.

An Offeror shall ensure that no elected or appointed officer or other employee of the State, member of the Collaborative, or staff of the Collaborative agencies shall benefit financially or materially from the successful award of the contract to the Offeror and that no such individual shall be admitted to any share or part of the contract or to any benefit that may arise therefrom; and

The burden is on the Offeror to present sufficient assurance to the Collaborative that the award of the contract to the Offeror shall not create a conflict of interest.

### **E. PROCUREMENT MANAGER**

The Collaborative has designated a Procurement Manager who is responsible for the conduct of this procurement, and is the Offeror's sole point of contact regarding this RFP. From the date this RFP is issued until the behavioral health entity (BHE) is selected

and the contract award is announced, Offerors may contact only the Procurement Manager regarding the procurement. The RFP identification number shall be referenced in all communications with the Procurement Manager regarding the RFP. Offerors are prohibited from contacting any other State staff regarding this procurement. An Offeror that contacts another State employee or agent in violation of this requirement will be excluded from further participation in the procurement.

The decision of the Procurement Manager, subsequent to consultation with the Collaborative Executive Committee, on any matter having to do with this procurement shall be final.

Contact information for the Procurement Manager is as follows:

Stanford Kemp, Procurement Manager  
Behavioral Health Collaborative  
Human Services Department  
P. O. Box 2348  
Santa Fe, NM 87504-2348  
Telephone Number: 505-709-5670  
E-mail: [Stanford.kemp1@hsd.nm.gov](mailto:Stanford.kemp1@hsd.nm.gov)

All deliveries via express carrier shall be addressed to the Procurement Manager:

Stanford Kemp, Procurement Manager  
Human Services Department  
Behavioral Health Services Division  
37 Plaza La Prensa  
Santa Fe, NM 87507

## **F. DEFINITION OF TERMINOLOGY**

This section contains definitions and abbreviations that are used throughout this procurement document. See the draft Contract (Appendix B) for additional terminology.

“Behavioral Health Entity” or “BHE” means the entity that is awarded the Contract.

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

“Collaborative Executive Committee” means a committee of the Collaborative comprised of the secretaries of the Human Services Department, Department of Health, and Children, Youth, and Families Department.

“Contract” means the written agreement between the contractor and the Collaborative that is included in draft form as Appendix B of this RFP.

“Contractor” means a successful Offeror who enters into a binding contract with the Collaborative.

“Desirable” means a discretionary item or factor (as opposed to “mandatory”) and is identified by the terms “may”, “can”, “should”, “preferably”, or “prefers”.

“Evaluation Committee” means a body appointed by the Collaborative 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 Collaborative Executive Committee for Contract award. It contains all written determinations resulting from the procurement.

“Funding Member Agencies” means the agency members of the Collaborative that are funding parties to the Contract.

“Mandatory” means a mandatory item or factor and is identified by the terms “must”, “shall”, “will”, “is required”, or “are required”.

“Offeror” is any person, corporation, or partnership that chooses to submit a proposal in response to this RFP.

“Procurement Library” means the electronic website [State Purchasing | NM GSD](#) where additional documents are located that may be helpful to an Offeror in preparing its proposal in response to this RFP.

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

“Request for Proposal” or “RFP” means all documents, including those attached or incorporated by reference, used to solicit proposals for performing the scope of work in the draft Contract included in Appendix B.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that its 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 this RFP. Material respects of an RFP include but are not limited to, price, quality, quantity, or delivery requirements.

“State” means the State of New Mexico.

## **G. BACKGROUND INFORMATION**

### **1. Introduction and Vision**

New Mexico’s vision for its behavioral health system is a system in which:

1. Services, supports, and people are organized around individuals and their families based on sustainable financial support.
2. Consumers and family members are assisted in participating fully in the life of their communities.
3. The focus is on an individual’s recovery and resiliency.
4. Behavioral health is promoted.
5. Available funds are managed effectively and efficiently.

New Mexico seeks to continually strengthen the provision of behavioral health services that are:

1. Based on the expressed needs/assessment of the individual/family.
2. Strengths-based with the individual/family driving their own care.
3. Inclusive of the individual’s “array of care”, which consists of individuals and families, providers, and community partners that offer a full range of services and supports, including natural supports.
4. Delivered in a culturally competent, responsive, and respectful manner via the most appropriate, least restrictive means.
5. Timely, coordinated, accessible, accountable, and of high quality.
6. Evaluated with system performance and individual and family outcomes in mind.

Through this procurement, New Mexico is seeking a BHE partner that will collaborate and work with the Collaborative to achieve a common vision of quality in service delivery as described above. The BHE plays a critical role in ensuring that behavioral health services in New Mexico are provided in accordance with this vision. Offerors should demonstrate an understanding and capacity to integrate these values and capacities into their proposals. To the maximum extent possible, the BHE will be expected to work with the Collaborative and its Funding Member Agencies to integrate administrative systems and to streamline administrative operations among services.

## **2. The Collaborative and Its Infrastructure**

The Collaborative was created during the 2004 Legislative Session. It currently consists of 17 voting member agencies, 11 of which participate in the combined behavioral health budget and strategic planning. The Collaborative relies on its advisory body, the Behavioral Health Planning Council (BHPC) (see NMSA 1978, 24-1-28), to advise on substance use and mental health policies and the development of the behavioral health system in New Mexico. The Collaborative also relies on the Local Collaboratives, to be the voice of local communities. Special attention, per statute, is paid to the rural, urban, frontier, tribal, and border area regions.

### **H. PROCUREMENT LIBRARY**

Electronic documents and web links in the Procurement Library are located at the Collaborative's website: [State Purchasing | NM GSD](#) Offerors are encouraged to review documents in the Procurement Library. Offerors are also encouraged to review state agency websites to find additional information, including but not limited to:

<https://www.hsd.state.nm.us/lookingforinformation/open-rfps/>

## **II. CONDITIONS GOVERNING THE PROCUREMENT**

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

### **A. SEQUENCE OF EVENTS**

The Collaborative will make every effort to adhere to the following schedule. The dates are subject to change at the discretion of the Procurement Manager. Based on the number of proposals received, the schedule may be extended or accelerated. Any changes to the schedule will be e-mailed to Offerors who are on the procurement distribution list (see Section II, Paragraph B.3 below).

	<b>Action</b>	<b>Responsible Party</b>	<b>Date</b>
1.	Issue RFP	Collaborative	12/2/22
2.	Pre-Proposal Conference	Collaborative and Potential Offerors	12/14/2022
3.	Acknowledgment of Receipt Form and Procurement Distribution List	Potential Offerors	12/14/2022
4.	Deadline to Submit Written Questions	Potential Offerors	1/4/2023
5.	Response to Written Questions, RFP Amendments	Procurement Manager	1/18/2023
6.	Submission of Mandatory Requirements, Technical Proposal, and Cost Proposal	Offerors	2/17/2023



	<b>Action</b>	<b>Responsible Party</b>	<b>Date</b>
7.	Notification to Offerors That Do Not Meet Mandatory Requirements	Procurement Manager	2/21/2023
8.	Technical and Cost Proposal Evaluation	Evaluation Committee	2/20/2023 – 2/28/2023
9.	Oral Presentations, at the Collaborative’s Discretion	Offerors and Collaborative	2/28/2023-3/2/2023
10.	Best and Final Offers, at the Collaborative’s Discretion	Offerors	3/6/2023
11.	Recommendation of Award to the Collaborative and Final Vote to Approve Recommendation	Evaluation Committee and Collaborative	March Meeting
12.	Notice of Intent to Award Contract	Procurement Manager	4/1/2023
13.	Negotiate and Finalize Contract	Parties to the Contract	April 2023
14.	Collaborative Executive Committee Approval of Contract	Collaborative Executive Committee	Special May meeting
15.	Contract Execution (Contract Effective Date)	Parties to the Contract	7/1/2023
16.	Protest Deadline	Offerors	15 days after notification of award
17.	Readiness Review	Collaborative and Contractor	6/1/2023
18.	Contract Implementation Date	Collaborative and Contractor	7/1/2023

**B. EXPLANATION OF EVENTS**

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II, Paragraph A above.

**1. Issue of RFP**

This RFP is being issued by the New Mexico Interagency Behavioral Health Purchasing Collaborative. Additional copies of the RFP can be obtained from <https://www.hsd.state.nm.us/lookingforinformation/open-rfps/>

**2. Pre-Proposal Conference**

A pre-proposal conference will be held to allow Offerors to ask questions and clarify issues concerning this RFP. The pre-proposal conference will be held on the date specified in the Sequence of Events (Section II, Paragraph A above), starting at 1:00 P.M. at the following location: <https://us02web.zoom.us/j/88288703926?pwd=d1ZlN1NzM3dMTVdKdE1XelhQYkVYQT09>

A public log will be kept of the names of potential Offerors that attended the pre-proposal conference.

Attendance at the pre-proposal conference is not a prerequisite for submission of a proposal but is strongly encouraged.

**3. Acknowledgement of Receipt Form and Procurement Distribution List**

Potential Offerors shall hand deliver or return by facsimile or by registered or certified mail or by e-mail at [hsd.bhsd@state.nm.us](mailto:hsd.bhsd@state.nm.us) the Acknowledgement of Receipt Form (see Appendix A) to have their organization placed on the procurement distribution list. The form shall be signed by an authorized representative of the organization, dated and returned to the Procurement Manager no later than Close of Business on the date specified in the Sequence of Events (Section II, Paragraph A above).

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

Failure to return this form by the deadline specified in the Sequence of Events (Section II, Paragraph A above) shall constitute a presumption of receipt and agreement that the potential Offeror's organization name shall not appear on the distribution list.

**4. Deadline to Submit Written Questions**

Potential Offerors may submit written questions as to the intent or clarity of this RFP until Close of Business on the date specified in the Sequence of Events (Section II, Paragraph A above). All written questions shall be submitted via e-mail to the Procurement Manager at [hsd.bhsd@state.nm.us](mailto:hsd.bhsd@state.nm.us) (See Section I, Paragraph E). Questions shall be clearly labeled and shall cite the section(s) in the RFP or other document that forms the basis of the question.

**5. Response to Written Questions/RFP Amendments**

Written responses to written questions and any RFP amendments will be distributed on the date specified in the Sequence of Events (Section II, Paragraph A above) to all potential Offerors whose organization's name appears on the procurement distribution list. An Acknowledgement of Receipt Form (see Appendix A) will accompany the distribution package. The form shall be signed by the Offeror's representative, dated,

and hand-delivered or returned by facsimile or by registered or certified mail or by e-mail at hsd.bhsd@state.nm.us by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt.

**6. Submission of Mandatory Requirements, Technical and Cost Proposals**

At this time, only electronic proposal submission is allowed. Do not submit hard copies until further notice.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 5:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. NO LATE PROPOSAL CAN BE ACCEPTED. The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped in the system when the Offeror clicks “OK” after “Review and Submit.” Such electronic submissions will be considered sealed in accordance with the statute.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 5:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED. The date and time of receipt will be recorded on each proposal

Proposals must be submitted electronically through Human Services Procurement Portal. Refer to Section III.B.1 for instructions. Proposals submitted by facsimile, or other electronic means other than through the Human Services electronic procurement portal, will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, 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.

**7. Notification to Offerors That Do Not Meet Mandatory Requirements**

Offerors who submit proposals that do not meet mandatory requirements will be issued a letter notifying the Offeror that the technical proposal and cost proposal will not be reviewed due to failure to meet mandatory requirements.

**8. Technical and Cost Proposal Evaluation**

The evaluation of proposals will be performed by an Evaluation Committee appointed by the Collaborative Executive Committee. The evaluation process will take place during the period specified in the Sequence of Events (Section II, Paragraph A above). During this time, the Procurement Manager may initiate a discussion with Offerors that 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 Offerors with any State employee.

**9. Oral Presentations**

At the Collaborative's discretion, Offerors may be required to (i) present their proposals and/or (ii) answer clarifying questions to the Collaborative Executive Committee or its designees in an oral presentation. If oral presentations occur, the Procurement Manager will schedule the time for each Offeror's oral presentation. All Offeror presentations will be in Santa Fe, New Mexico on the date specified in the Sequence of Events (Section II, Paragraph A above).

**10. Best and Final Offers**

Offerors may be asked, at the Collaborative's discretion, to submit additional information for the purpose of obtaining best and final offers. Best and final offers may be submitted, clarified, and amended no later than Close of Business on the date specified in the Sequence of Events (Section II, Paragraph A above). The Procurement Manager shall notify the finalist Offeror(s) in writing and request a best and final offer from the Offeror(s). Offerors may not initiate contact seeking information about the finalists.

**11. Recommendation of Award to the Collaborative and Final Vote to Approve Recommendation**

The Procurement Manager with assistance from the Evaluation Committee will prepare and submit to the Collaborative Executive Committee an Evaluation Committee Report that summarizes the results of the technical evaluation and cost proposal and makes a recommendation to the Collaborative Executive Committee for Contract award. The Collaborative shall meet on approximately the date specified in the Sequence of Events (Section II, Paragraph A above) to make the selection of the successful Offeror.

The Contract will be offered to the Offeror whose proposal is most advantageous to the State and the individuals it serves, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points for its technical proposal or have presented the lowest cost proposal.

**12. Notice of Intent to Award Contract**

Based on the selection of the successful Offeror by the Collaborative Executive Committee (Section II, Paragraph B.11 above), the Procurement Manager shall send a Notice of Intent to Award to all Offerors on approximately the date specified in the Sequence of Events (Section II, Paragraph A above).

**13. Negotiate and Finalize Contract**

The Contract will be negotiated and finalized with the successful Offeror between the dates specified in the Sequence of Events (Section II, Paragraph A above). In the event that mutually agreeable terms cannot be reached within the time specified, the Collaborative Executive Committee reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

**14. Collaborative Executive Committee Approval of Contract**

The Collaborative Executive Committee will meet to review and approve the final Contract on the date specified in the Sequence of Events (Section II, Paragraph A

above).

**15. Protest Deadline**

Any protest by an Offeror shall be timely and in conformance with NMSA 1978, 13-1-172 and applicable procurement regulations. The fifteen (15) calendar day protest period for Responsible Offerors shall begin on the day the Offeror receives the Notice of Intent to Award Contract and will end as of Close of Business (5:00 P.M. MDT) on the date specified in the Sequence of Events (Section II, Paragraph A above). Any protests shall be in writing and shall include the name and address of the protestor and the RFP number. It shall also contain a statement of grounds for protest, including appropriate supporting exhibits, and it shall specify the ruling requested. The protest shall be addressed and delivered as follows:

Office of General Counsel  
Human Services Department  
P. O. Box 2348  
Santa Fe, NM 87504-2348

Express Mail Address  
2009 S. Pacheco St  
Santa Fe, NM 87505

A copy of the protest shall also be sent to the Procurement Manager (see Section I, Paragraph E). **Protests received after the deadline will not be accepted.** The Collaborative reserves the right to implement the terms of the Contract with the successful Offeror during the pendency of the protest.

**16. Contract Execution (Contract Effective Date)**

The parties to the Contract will execute the Contract on or around the date specified in the Sequence of Events (Section II, Paragraph A above).

**17. Readiness Review**

The successful Offeror awarded the Contract shall demonstrate to the satisfaction of the Collaborative that it is able to meet the requirements of this RFP. The successful Offeror shall cooperate in this “readiness review” which will occur during the period specified in the Sequence of Events (Section II, Paragraph A above). This review may include, but is not limited to, desk and on-site review of documents provided by the successful Offeror, a walk-through of the successful Offeror’s operations, system demonstrations (including systems connectivity testing), and interviews with the successful Offeror’s staff. The scope of the review may include any and all requirements of this RFP, as determined by the Collaborative.

**18. Contract Implementation Date**

The Contract shall be effective on or about July 1, 2023. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with State procurement code NMSA 1978, 13-1-28 through 13-1-199.

## C. GENERAL REQUIREMENTS

### 1. **Acceptance of Conditions Governing the Procurement**

Offerors shall indicate their acceptance of the Conditions Governing the Procurement section in the Letter of Transmittal Form (see Appendix C). Submission of a proposal constitutes acceptance of the Evaluation Factors in this RFP.

### 2. **Incurring Cost**

Any cost incurred by the Offeror in preparation, transmittal, and presentation of any proposal, or material submitted in response to this RFP shall be borne solely by the Offeror. The Offeror's costs associated with the readiness review and preparation for Contract implementation shall be borne solely by the Offeror.

### 3. **Prime Contractor Responsibility**

Any contract that may result from this RFP shall specify that the prime Contractor is solely responsible for the fulfillment of the Contract with the Collaborative. The Collaborative will make Contract payments to only the prime Contractor.

### 4. **Subcontractors**

Proposed use of subcontractors shall be clearly explained in the proposal, and all suggested subcontractors shall be identified by name. The Contractor shall not assign, transfer, or delegate any functions to a subcontractor without the explicit prior written approval of the Collaborative. The prime Contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

### 5. **Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals shall be complete replacements for a previously submitted proposal and shall be clearly identified as such in the Letter of Transmittal Form (Appendix C). The Collaborative's personnel will not merge, collate, or assemble proposal materials.

### 6. **Offerors' Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror shall 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 will be considered firm for one hundred twenty (120) calendar days after the due date for receipt of proposals.

### 8. **Disclosure of Proposal Contents**

The proposals will be kept confidential until the procurement process is complete, including any protest period. At that time, all proposals and documents pertaining to the

proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements. Blanket labeling of the entire document as “proprietary” or “confidential”, however, shall result in the Offeror being determined non-responsive.

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. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, 57-3A-1 to 57-3A-7. 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 Procurement Manager 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.

The State of New Mexico retains the right to use all ideas or adaptations of those ideas contained in any proposal received in response to this RFP. Selection or rejection of the proposal shall not affect this right.

**9. No Obligation**

This procurement in no manner obligates the State or any of its agencies to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

**10. Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Collaborative determines such action to be in the best interest of the State.

**11. Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated or changed if sufficient appropriations or authorizations do not exist. Such termination will be affected by sending a written notice to the Contractor. The Collaborative’s decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

**12. Legal Review**

The Collaborative requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns shall be promptly brought to the attention of the Procurement Manager.

**13. Governing Law**

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State.

**14. Basis for Proposal**

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

**15. Contract Terms and Conditions**

The Contract between the Collaborative and a Contractor will follow the format specified by the Collaborative and contain the terms and conditions set forth in the draft Contract included in Appendix B. However, the Collaborative Executive Committee reserves the right to negotiate with a successful Offeror provision different than or in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the Contract.

Should an Offeror object to any of the Collaborative's terms and conditions, as contained in this Section or in Appendix B, that Offeror shall propose specific alternative language as part of its proposal. The Collaborative may or may not accept the alternative language. The Collaborative's decision on alternative language is final and non-appealable. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Collaborative and will result in disqualification of the Offeror's proposal. An Offeror shall not assume that Contract language changes will be entertained during Contract negotiations. If agreement cannot be reached within the timeframe stated in the Sequence of Events for Contract negotiations or otherwise set by the Collaborative, the Collaborative may proceed to Contract negotiations with the next most advantageous Offeror.

Offerors shall provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

**16. Offeror's Terms and Conditions**

Offerors shall submit with the proposal a complete set of any additional terms and conditions they wish to have included in a Contract negotiated with the Collaborative (See Section III, Paragraph E, Item 11). The Collaborative reserves the right to negotiate such requested terms and conditions. Only terms and conditions that are additional, and agreed to by the Collaborative, as evidenced by inclusion in a duly executed contract, will be included in the Contract between the parties.



**17. Contract Deviations**

Any proposed additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Collaborative and the selected Offeror 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 Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in NMSA 1978, 13-1-83 and 13-1-85.

**19. Right to Waive Irregularities**

The Evaluation Committee reserves the right to waive 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 Collaborative reserves the right to request a change in the Contractor's representatives if the assigned representatives are not, in the opinion of the Collaborative, meeting the Collaborative's needs adequately.

**21. Notice**

Offerors are advised that any violation of federal or State law and regulation regarding attempts to improperly influence this procurement may result in criminal and/or civil penalties.

**22. Collaborative Rights**

The Collaborative reserves the right to accept all or a portion of an Offeror's proposal.

**23. Right to Publish**

Throughout the duration of this procurement process and Contract term, potential Offerors, Offerors, and Contractors shall secure from the Collaborative 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 the proposal shall become the property of the Collaborative and the State.

**25. Electronic Mail Address Required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). The Offeror shall have a valid e-mail address to receive this correspondence.

**26. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Procurement Manager, the version maintained by the Procurement Manager shall govern.

**27. Suspension and Debarment Requirement**

The Offeror shall complete the certification form in Appendix F to certify compliance with federal regulations relating to suspension and debarment.

**28. Lobbying**

No federally appropriated funds can be paid at any time by or on behalf of the Offeror or any other person, for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Contract, or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Offeror shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**III. RESPONSE FORMAT AND ORGANIZATION**

This section describes the format and organization of the Offeror's proposal. 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 response to this RFP.

**B. NUMBER OF COPIES**

**ELECTRONIC SUBMISSION ONLY Responses (Human Services Procurement Portal, Bonfire Interactive, can be accessed at [New Mexico Human Services Department \(bonfirehub.com\)](http://New Mexico Human Services Department (bonfirehub.com)))**

**All vendors must register with the Procurement Portal to log in and submit requested information.**

### C. ECONOMY OF PREPARATION

Proposals shall be prepared simply and economically, providing a straightforward, concise description of Offeror's ability to meet the requirements of the RFP. Proposals shall comply with the page limits provided in the technical proposal specifications. Attachments specified in the technical proposal specifications will not be counted toward the page limits. Pages that exceed the specified page limits and attachments not specified in the technical proposal specifications will not be reviewed by the Evaluation Committee.

**Proposals in response to this RFP must be submitted through the Human Services**

**Purchasing's electronic procurement portal ONLY**, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. Separate the proposals as described below into separate electronic files for submission.

### D. MANDATORY REQUIREMENTS AND PROPOSAL FORMAT

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each upload

1. **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.
2. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files**:
  - One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section I.F.38) versions for evaluation purposes; and
  - One (1) **redacted** (def. Section I.F.27) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;
3. **Cost Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**.

For technical support issues go to [Support@GoBonfire.com](mailto:Support@GoBonfire.com) or visit their help desk forum at <https://bonfirehub.zendesk.com/hc>

The ELECTRONIC proposal submission must be fully uploaded in Human Services e-Procurement Portal by the submission deadline in Section II.B.6.

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

### E. MANDATORY REQUIREMENTS CONTENT AND ORGANIZATION

The mandatory requirements section shall be organized and indexed in the following format and shall contain, as a minimum, all items listed below in the sequence indicated. The first page in the mandatory requirements section shall be a table of contents that contains a list of all the components of the mandatory requirements and the corresponding page

numbers. The table of contents in the electronic file shall be linked to the appropriate sections in the proposal.

1. Table of Contents for Mandatory Requirements Section
2. Letter of Transmittal (Appendix C)
3. New Mexico Employees Health Coverage Form (Appendix D): The Offeror shall agree with the terms and submit a signed New Mexico Employees Health Coverage Form with the submittal of their proposal (see Appendix D).
4. Campaign Contribution Disclosure Form (Appendix E): The Offeror shall complete and sign the Appendix E Campaign Contribution Form, whether any applicable contribution has been made or not. This form shall be submitted with the Offeror's proposal whether an applicable contribution has been made or not.
5. Suspension and Debarment Form (Appendix F): The Offeror shall complete the certification form in Appendix F to certify compliance with federal regulations relating to suspension and debarment.
6. Description of the Offeror's form of business (e.g., individual, sole proprietor, corporation, nonprofit corporation, limited liability company): The description shall include the names, addresses, and telephone numbers of the Offeror's officers and directors. Please also provide the Offeror's federal and State taxpayer identification numbers. In the case the Offeror does not have a State taxpayer identification number, provide a copy of the Offeror's application for a State taxpayer identification number.
7. A corporate organizational chart: The chart shall illustrate the lines of authority within the Offeror's organization, including parent, affiliated and/or related business entities, including but not limited to subsidiaries, joint ventures or sister companies and a description of the Offeror's relationship, including financial relationship, to parent, affiliated and/or related business entities that the Offeror anticipates will be providing services under the Contract.
8. A statement of whether the Offeror intends to use subcontractors, and if so, the names and mailing addresses of the intended subcontractors, a description of the scope and portions of the work the subcontractors will perform, and the qualifications of the subcontractor to perform the work. Also, describe how the Offeror intends to monitor and evaluate subcontractor performance.
9. The names, titles, job descriptions (including qualifications, education, and experience requirements), and full-time equivalent requirements of key staff for the Contract. Include as an attachment resumes of key staff (if positions are filled).
10. Response to Collaborative Terms and Conditions: The Offeror shall explicitly indicate acceptance of the General Requirements (Section II, Paragraph C) and the draft Contract (Appendix B). As provided in Section II, Paragraph C.15, should the Offeror object to any of the Collaborative's terms and conditions, as contained in Section II, Paragraph C or Appendix B, the Offeror shall propose specific alternate

language. The Offeror shall provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

11. Offeror's Additional Terms and Conditions, if applicable: Offerors shall submit with the proposal a complete set of any additional terms and conditions they wish to have included in a contract negotiated with the Collaborative. For additional information, see Section II, Paragraph C.16.

#### **F. TECHNICAL PROPOSAL CONTENT AND ORGANIZATION**

The sections of the technical proposal are as follows, and shall be organized in the following order:

1. Table of Contents: The first page in the technical proposal shall be the table of contents. It shall contain a list of all sections of the technical proposal and the corresponding page numbers. The table of contents in the electronic file shall be linked to appropriate sections in the technical proposal.
2. Proposal Summary: The proposal summary shall be five (5) pages or less. It shall provide the Evaluation Committee with an overview of the technical features of the proposal. This material will not be used in the evaluation process, but all or a portion of the summary may be used in public notifications regarding the successful Offeror's selection.
3. Response to Technical Proposal Specifications (see Section IV): Offerors shall respond in the form of a thorough narrative to each specification in the order in which they appear in Section IV of this RFP. The Offeror shall identify, in full, the question being answered (including the number and text of the question) and its response to that question. Responses shall comply with the specified page limits. Attachments/exhibits shall be clearly labeled, including the number of the question. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

#### **G. COST PROPOSAL FORMAT, CONTENT, AND ORGANIZATION**

Offerors shall submit a cost proposal using the template and following the instructions provided as Appendix G.

#### **IV. TECHNICAL PROPOSAL SPECIFICATIONS**

Offerors shall respond in the form of a thorough narrative to each technical proposal specification. The narratives, along with any exhibits, will be evaluated and awarded points accordingly. Exhibits must be referenced and described in the narrative and cannot contain a continued response. The Offeror shall refer the reader directly to an exhibit number. Exhibits shall not be counted toward the page limits for the technical proposal specifications.

**Failure to respond to technical proposal specifications will result in the disqualification of the proposal as non-responsive at the Procurement Manager's discretion.**

## A. QUALIFICATIONS AND EXPERIENCE

(There is no page limit for responses to specifications in this section.)

1. Describe in table format the Offeror's experience with state contracts in the past seven (7) years. For each contract listed in the table, please detail:
  - a. A brief statement of the contract's scope of work.
  - b. Duration of the contract.
  - c. Number of consumers served.
  - d. Whether the state required that the Offeror implement a corrective action plan or directed corrective action plan.
  - e. Whether the Offeror was sanctioned.
  - f. The reimbursement structure under the contract (including a separate line for any administrative portions of the reimbursement).
  - g. If the Offeror's experience with the state contract included claims payment, also include:
    - i. Total number of annual claims processed/adjudicated.
    - ii. Percent of all clean claims paid within thirty (30) calendar days of date of receipt.
    - iii. Percent of all clean claims paid within ninety (90) calendar days of date of receipt.
    - iv. Claim denial rate (initial submission); and
    - v. Percent of clean claims for which interest or some other claim-specific penalty has been paid.
2. Provide, as an attachment, the Offeror's two (2) most recent independently audited annual financial statements (or consolidated financial statements for the Offeror's parent organization). In addition, provide, as an attachment, the Offeror's two (2) most recent quarterly financial statements (or consolidated financial statements for the Offeror's parent organization) with preparation dates indicated.
3. Include a statement of whether, in the last ten (10) years, the Offeror, a predecessor company, the Offeror's parent organization, affiliates, and/or subsidiaries has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, provide an explanation detailing relevant facts, including the date on which the Offeror emerged from bankruptcy or expects to emerge. If still in bankruptcy, provide a summary of and anticipated timeframe for approval of a plan of reorganization.
4. State whether there is any pending or recent (i.e., in the last five (5) years) civil, criminal, or administrative litigation against the Offeror (including parent, affiliated, and/or related business entities) where the amount in controversy is \$1 million or more

OR any litigation that is related to a public sector contract (including, but not limited to, Medicaid, Medicare, CHIP, and public employees). If there is any such pending or recent litigation, provide the contract that is being litigated (if applicable), the damages being sought or awarded and the extent to which adverse judgment is/would be covered by insurance or reserves set aside for this purpose. Also include any outcomes, deferred prosecution agreements (or agreements whose effect is the same) and settlement agreements. Also, include any Securities and Exchange Commission (SEC) filings discussing any pending or recent litigation. The Offeror does not need to divulge workers' compensation litigation, real estate litigation, internal contractual litigation (including labor litigation), and employment litigation if there is no Equal Employment Opportunity Commission (EEOC) cause finding (or state/local agency equivalent of cause finding).

5. State whether the Offeror is currently or has recently (within the past five (5) years) been the subject of a criminal or civil investigation by a state or federal agency. If yes, provide an explanation with relevant details and the outcome (if applicable). If the outcome was against the Offeror, provide the corrective action plan the Offeror implemented to prevent such future offenses. Include information for the Offeror's organization as well as any parent organization and any affiliated and/or related business entities that provide public sector services or will provide services under this Contract. The Offeror is not required to include information regarding EEOC investigations that did not result in a cause finding unless those investigations are ongoing.
6. Identify and describe any debarment or suspension, regulatory action, or sanction (monetary or non-monetary sanctions) imposed by any federal or state regulatory entity against the Offeror within the last five (5) years. This shall include information on parent, affiliated, and/or related business entities.

## **B. PROPOSAL FORMAT CONTENT AND ORGANIZATION**

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

### **Proposal Content and Organization**

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

#### **1. Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary
- E. Response to Contract Terms and Conditions (from Section II.C.15)
- F. Offeror's Additional Terms and Conditions (from Section II.C.16)

- G. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
- H. Organizational Experience
- I. Organizational References
- J. Insurance Billing and Coding Expertise
- K. Medicaid Knowledge and Expertise
- L. Training and Technical Assistance Program
- M. Quality Assurance and Program Integrity
- N. Information Systems Capacity and Reports
- O. Customer Service and Technical Support
- P. Oral Presentation and/or System Demonstration
- Q. Financial Stability – (Financial information considered confidential, as defined in Section I.E. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section II.B.1.a.i or Section II.B.2.a.i, as applicable)
- R. Suspension and Debarment Requirement Form
- S. Other Supporting Material (if applicable)

**2. Cost Proposal:**

- A. Completed Cost Response Form (Appendix D)
- B. Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**
- C. A Proposal Summary may be included in Offeror’s Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror’s proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

**V. TECHNICAL PROPOSAL SPECIFICATIONS**

**A. QUALIFICATIONS AND EXPERIENCE**

(There is no page limit for responses to specifications in this section.)

1. Describe in table format the Offeror’s experience with state contracts in the past seven (7) years. For each contract listed in the table, please detail:
  - a. A brief statement of the contract’s scope of work;
  - b. Duration of the contract;
  - c. Number of consumers served;
  - d. Whether the state required that the Offeror implement a corrective action plan or directed corrective action plan;
  - e. Whether the Offeror was sanctioned;



- f. The reimbursement structure under the contract (including a separate line for any administrative portions of the reimbursement);
  - g. If the Offeror's experience with the state contract included claims payment, also include:
    - 1. Total number of annual claims processed/adjudicated;
    - 2. Percent of all clean claims paid within thirty (30) calendar days of date of receipt;
    - 3. Percent of all clean claims paid within ninety (90) calendar days of date of receipt;
    - 4. Claim denial rate (initial submission); and
    - 5. Percent of clean claims for which interest or some other claim-specific penalty has been paid.
- 2. Provide, as an attachment, the Offeror's two (2) most recent independently audited annual financial statements (or consolidated financial statements for the Offeror's parent organization). In addition, provide, as an attachment, the Offeror's two (2) most recent quarterly financial statements (or consolidated financial statements for the Offeror's parent organization) with preparation dates indicated.
  - 3. Include a statement of whether, in the last ten (10) years, the Offeror, a predecessor company, the Offeror's parent organization, affiliates, and/or subsidiaries has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, provide an explanation detailing relevant facts, including the date on which the Offeror emerged from bankruptcy or expects to emerge. If still in bankruptcy, provide a summary of and anticipated timeframe for approval of a plan of reorganization.
  - 4. State whether there is any pending or recent (i.e., in the last five (5) years) civil, criminal, or administrative litigation against the Offeror (including parent, affiliated, and/or related business entities) where the amount in controversy is \$1 million or more OR any litigation that is related to a public sector contract (including, but not limited to, Medicaid, Medicare, CHIP, and public employees). If there is any such pending or recent litigation, provide the contract that is being litigated (if applicable), the damages being sought or awarded and the extent to which adverse judgment is/would be covered by insurance or reserves set aside for this purpose. Also, include any outcomes, deferred prosecution agreements (or agreements whose effect is the same) and settlement agreements. Also include any Securities and Exchange Commission (SEC) filings discussing any pending or recent litigation. The Offeror does not need to divulge workers' compensation litigation, real estate litigation, internal contractual litigation (including labor litigation), and employment litigation if there is no Equal Employment Opportunity Commission (EEOC) cause finding (or state/local agency equivalent of cause finding).
  - 5. State whether the Offeror is currently or has recently (within the past five (5) years) been the subject of a criminal or civil investigation by a state or federal agency. If yes, provide an explanation with relevant details and the outcome (if applicable). If the

outcome was against the Offeror, provide the corrective action plan the Offeror implemented to prevent such future offenses. Include information for the Offeror's organization as well as any parent organization and any affiliated and/or related business entities that provide public sector services or will provide services under this Contract. The Offeror is not required to include information regarding EEOC investigations that did not result in a cause finding, unless those investigations are ongoing.

6. Identify and describe any debarment or suspension, regulatory action, or sanction (monetary or non-monetary sanctions) imposed by any federal or state regulatory entity against the Offeror within the last five (5) years. This shall include information on parent, affiliated, and/or related business entities.

## **B. INFORMATION MANAGEMENT AND SYSTEMS SPECIFICATIONS**

(The responses to the specifications in this section shall not exceed thirty (30) pages, not inclusive of exhibits.)

1. Describe the Offeror's existing systems and methodology for implementing new systems in support of this Contract, including at a minimum:
  - a. Capability and capacity assessment to determine if new or upgraded systems, enhanced systems functionality and/or additional systems capacity are required to meet the Contract's requirements.
  - b. Configuration of systems (e.g., provider contract provisions, other business rules, valid values for key data elements, data exchanges/interfaces) to accommodate the Contract's requirements.
  - c. System setup for intake, processing, and acceptance of one-time data feeds from the Collaborative and other sources (e.g., initial set of consumers, claims/service utilization history for the initial set of consumers, etc.).
  - d. Internal and joint (BHE and Collaborative) testing of one-time and ongoing exchanges of consumer eligibility/registration, provider network, claims/encounters, and other data.
  - e. Approach to implementing system and/or data interfaces with State eligibility systems and the Centennial Care Managed Care Organizations' (MCOs') systems for Medicaid eligibility inquiries (as may be required); and Processes, procedures, and systems for providers to register consumers and determine funding source eligibility.
2. Describe how the Offeror will rapidly make changes to its system to incorporate programmatic changes such as adding new services, changing provider payment rates, or changing data collected and reported, without the necessity for manual processes or undue burden on providers or consumers. Include a full description of the Offeror's system change processes, from initial identification of change or change request to deployment and post-deployment testing.

3. Describe in detail how the Offeror will ensure that the availability of its systems will, at a minimum, be equal to the standards set forth for: information and telecommunications systems architecture, business continuity/disaster recovery strategies, availability and/or recovery time objectives by major system, monitoring tools and resources, continuous testing of all applicable system functions, and periodic and ad-hoc testing of the Offeror's business continuity/disaster recovery plan.
4. Provide a description and examples (annotated screenshots and narrative) of web-based functionality the Offeror has used in other projects or plans to develop to meet the needs of this Contract. At a minimum, include a description of the user registration and management process, examples of the claim's status inquiry, and claim status response, eligibility inquiry and response, and the provider search/locator functionality.
5. Describe the Offeror's approach to demonstrating the readiness of its information and systems to the Collaborative prior to the start date of operations. At a minimum the Offeror's description shall address:
  - a. Provider contract loads and associated business rules.
  - b. Consumer eligibility/registration data loads and associated business rules.
  - c. Payment processing and adjudication logic.
  - d. Encounter generation and validation prior to submission to the Collaborative; and
  - e. "Self-service" information systems capacity and functionality including Web-accessible functionality.
6. Describe the transparencies in the Offeror's system that will enable the Collaborative's Funding Member Agencies to have read-only access to real-time information such as, but not limited to provider fund balances, service utilization, expenditure rate, pending claims, and demographic statistics in the service registration system. In the response, please describe existing versus planned system capacity including timeframes for implementing any needed system changes.

### **C. OTHER SPECIFICATIONS**

(The responses to the specifications in this section shall not exceed forty (40) pages, not inclusive of exhibits.)

1. Describe the Offeror's vision for coordinating, implementing, and operating processes for collaboration with both the Collaborative and its Funding Member Agencies per Section 3.5.2 of the Contract, including any innovative strategies or approaches.
2. Describe the Offeror's planned approach for the timely credentialing of providers,

including plans for working with the Centennial Care MCOs to verify credentials of Medicaid providers and strategies for coordinating with the Collaborative to credential non-Medicaid providers. Include any relevant experience.

3. Describe how the Offeror will approach training and ongoing technical assistance for its providers regarding submitting clean and timely claims and resolving claims submission and adjudication issues. The response should address at a minimum: (i) what are the typical barriers the Offeror anticipates a diverse provider network will encounter in submitting clean and timely claims, (ii) how the Offeror will work to overcome these barriers to improve claiming, (iii) how the Offeror will identify when a provider needs technical assistance, (iv) the Offeror's approach to working with the provider to improve claiming practices, and (v) any relevant past experience.
4. Describe the Offeror's plans for evaluating providers in accordance with Section 3.16.1.1. Please include a sample scorecard/evaluation template design that addresses areas including, but not limited to: (i) ability to submit timely and accurate claims, (ii) compliance with fraud, waste, and abuse standards and requirements, (iii) meeting access standards, (iv) number of complaints/concerns filed against the provider, etc. Describe the Offeror's rationale for selecting the evaluation elements and the methodology for data capture and scoring.
5. Describe the Offeror's detailed work plan for identifying and addressing overpayments, including how the Offeror identifies an overpayment, notifies the provider, addresses the recoupment of an overpayment, tracks the status of an overpayment while it is being addressed, and how the Offeror will work with the provider to identify the cause of an overpayment and make necessary adjustments to prevent future overpayments.
6. In the State of New Mexico where behavioral health services are funded by multiple funding streams, how will the Offeror ensure that the funding rules provided by the Collaborative are properly enforced such that the correct funding stream is charged for the service provided? Please be sure to address all funding sources. Please also describe how the Offeror will approach a situation where the incorrect funding source was charged.
7. Describe the Offeror's internal policies and procedures to review reports (a) before they are submitted to ensure data completeness and accuracy and (b) in the context of ongoing performance improvement to detect trends and take corrective steps to address any issues identified both at the provider and the Offeror level.
8. The Collaborative plans to require the BHE to develop and submit a high-level dashboard report that captures performance on key program metrics. What elements will the Offeror include in the dashboard report and how frequently will the report be submitted? Please include a draft report template.
9. Describe the Offeror's strategy for detecting and reporting potential fraud, waste, and abuse in accordance with the requirements in Sections 3.18 of the Contract. In the answer, please describe:

- a. The Offeror's methodology for using its information systems to detect elements and patterns that could indicate potential fraud, waste, and abuse; and
  - b. Any additional strategies and sources of information for ensuring program integrity.
10. The Collaborative anticipates growth in the provision of services whose reimbursement does not fit the typical claims model. Currently, these services are reimbursed using an individualized provider invoice method. Please address the Offeror's current and future capacity for reimbursing these services. In the Offeror's response, please address:
11. What is the Offeror's current system capacity to accept and track provider invoices and interface with Collaborative Funding Member Agencies and their vendors?
12. What strategies and innovative ideas does the Offeror suggest reimbursing these services in the future?
13. Please address the following scenario: A provider calls the Offeror with a complaint that the provider has not received payment for claims submitted. Outline the steps and staff involved in addressing the provider's issue. Next, consider that upon further investigation it appears that the provider has not been submitting electronic claims appropriately. Outline the steps and staff involved in remedying this issue.
14. While not currently required under the Contract, what will the Offeror's approach be for payments made for services delivered during a consumer's ninety (90)-day retroactive Medicaid eligibility period, such that services are appropriately charged to Medicaid?
15. Please address the following scenario: NMCD receives a new federal grant during the Contract period to provide a new service to consumers. The new grant requires the BHE to, among other things, credential new providers, add new claims and invoice services to its system, and add a new field to the consumer registration system. Describe the Offeror's work plan (per week) to accomplish all the changes needed, including timeframes and staff involved. How would the work plan change (if at all) if, at the same time, CYFD also receives a new federal grant?
16. Provide, as an attachment, a preliminary implementation work plan identifying (a) key activities and timeframes, (b) projected resource requirements for implementing the operational and information systems requirements for this Contract, and (c) any potential obstacles to full implementation by the implementation date and plans for overcoming these obstacles. The work plan should cover the period from Contract award to the implementation date (January 1, 2015). The work plan should indicate which activities will require Collaborative involvement, and how the Offeror will supply the Collaborative's staff with ongoing technical assistance regarding the Offeror's operations.

17. Provide a staffing plan explaining how services will be provided under this Contract, including:

- a. Key functions.
- b. Key staff (existing or projected) as listed in the Contract.
- c. Reporting relationships showing lines of authority.
- d. Lines of communication between functional areas.
- e. Number of FTE positions (both existing and projected for start date of service delivery) per functional area; and
- f. Location of staff (city and state).

18. Describe the Offeror’s claims denial process with providers. Include in the response, among other things, the Offeror’s communication process and any forms, templates, and information system processes the Offeror will use.

**V. EVALUATION**

**A. EVALUATION OF MANDATORY REQUIREMENTS**

The Evaluation Committee’s review of the Offeror’s response to the mandatory requirements will include verification that the Offeror has submitted complete versions of the materials specified in Section III, Paragraph E. The mandatory requirements review will also include a review of Offeror’s compliance with the format and organization of the technical and cost proposals per the specifications in Section III, Paragraphs D and F (for technical proposals) and Section III, Paragraph G (for cost proposals). An Offeror’s failure to submit complete versions of the materials specified, or to adhere to the technical format and organization, will result in failure to meet mandatory requirements and the Offeror’s proposal will be disqualified on these grounds.

**B. TECHNICAL AND COST EVALUATION POINT SUMMARY**

The following is a summary of evaluation factors with point value assigned to each item. These weighted factors will be used in the evaluation of Offeror technical proposals.

FACTOR	PERCENTAGE OF POINTS
<b>TECHNICAL PROPOSAL SPECIFICATIONS</b>	
• Qualifications and Experience Specifications	200
• Information Management and Systems Specifications	200
• Other Specifications	200
• Oral Presentation	100
<b>TECHNICAL PROPOSAL SPECIFICATIONS TOTAL</b>	<b>700</b>
<b>COST PROPOSAL TOTAL</b>	<b>300</b>
<b>TOTAL</b>	<b>1000</b>

**C. EVALUATION FACTORS**

Mandatory requirements will be evaluated based on the Offeror's compliance with the factors described in Section III. The technical proposal will be worth 700 points of the total score. Points for the technical proposal specifications will be awarded based on the adequacy and quality of the Offeror's response to the questions (see Section IV, Technical Proposal Specifications). The cost proposal will be worth 300 points of the total score. Cost proposals will be reviewed based on the degree to which the Offeror's proposal maximizes funding available for this Contract and is most advantageous to the State of New Mexico.

#### **D. EVALUATION PROCESS**

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements in Section III. Offerors with proposals deemed non-responsive will be notified and eliminated from further consideration.
2. Responsive Proposals will undergo a technical and cost evaluation on the factors in Section IV.
3. Oral presentations, if required, will be used to clarify proposals, and a scoring methodology will be developed for the oral presentations.
4. Offerors who are asked to submit additional information for the purpose of obtaining best and final offers will have their proposals reviewed accordingly. A scoring methodology will be developed for best and final offers. The Collaborative reserves the right to require more than one (1) best and final offer from any or all Offerors.
5. The Responsible Offeror whose proposal is most advantageous to the Collaborative will be recommended for Contract award as specified in Section II, Paragraph B.11 above.
6. Cost Description and Formula  
The offeror will be evaluated based on the total cost of implementation of the program for the 1-year contract period. The evaluation of each Offeror's cost proposal will be conducted using the following formula.

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's cost}} = \text{Available Award Points}$$

**APPENDIX A**  
**ACKNOWLEDGEMENT OF RECEIPT FORM**



**ACKNOWLEDGEMENT OF RECEIPT FORM**

In acknowledgment of receipt of this RFP, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix F.

The acknowledgment of receipt shall be signed and returned to the Procurement Manager no later than Close of Business as indicated in Section II. A Sequence of Events. 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 Collaborative’s written responses to those questions as well as RFP amendments, if any are issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to the RFP.

Firm does/does not (**circle one**) intend to respond to this RFP.

Stanford Kemp, Procurement Manager  
Behavioral Health Collaborative  
Human Services Department  
P. O. Box 2348  
Santa Fe, NM 87504-2348  
Telephone Number: 505-709-5670  
E-mail: Stanford.kemp1@hsd.nm.gov

**APPENDIX B**  
**DRAFT BHE CONTRACT (SUBJECT TO MATERIAL MODIFICATION)**

STATE OF NEW MEXICO  
**HUMAN SERVICES DEPARTMENT**  
PROFESSIONAL SERVICES CONTRACT  
(SAMPLE)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement” or “Contract”) is made by and between the State of New Mexico, **Human Services Department**, hereinafter referred to as the “HSD,” and **Contractor**, hereinafter referred to as the “Contractor”, and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

**IT IS AGREED BETWEEN THE PARTIES:**

**1. Scope of Work.**

The Contractor shall perform all services detailed in Exhibit A, Scope of Work, attached to this Agreement and incorporated herein by reference.

**2. Compensation.**

A. The HSD shall pay to the Contractor in full payment for services satisfactorily performed at the rate of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding gross receipts tax. The total amount payable to the Contractor under this Agreement, including gross receipts tax, if applicable, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the HSD when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment 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 GSD/SPD. All invoices **MUST BE** received by the HSD 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**.

**(—OR— CHOICE – MULTI-YEAR)**

A. The HSD shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) in FYXX (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX totaling (AMOUNT) shall be paid by the HSD to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT) in FYXX.**

(REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

B. Payment in FYXX, FYXX, FYXX, and FYXX is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the SPD/CRB. All invoices **MUST BE** received by the HSD 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**.

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

**3. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GSD/SPD Contracts Review Bureau. This Agreement shall terminate on (Date), unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

**4. Termination.**

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

B. Notice; HSD Opportunity to Cure.

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

2. Contractor shall give HSD written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the HSD's material breaches of this Agreement upon which the termination is based and (ii) state what they must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the HSD 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 HSD does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the HSD; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the HSD's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE HSD'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Termination Management. Immediately upon receipt by either the HSD or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the HSD; 2) comply with all directives issued by the HSD in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the HSD shall direct for the protection, preservation, retention or transfer of all property titled to the HSD and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the HSD upon termination and shall be submitted to the HSD as soon as practicable.

**5. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the HSD to the Contractor. The HSD's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the HSD proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the HSD and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment.**

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

**8. Subcontracting.**

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

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the HSD, 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 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 HSD.

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

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

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

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

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

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not

employed, and will not employ during the term of this Agreement any HSD employee while such employee was or is employed by the HSD and participating directly or indirectly in the HSD's contracting process;

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

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

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

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

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

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

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

### 13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

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

### 14. Merger.

This Agreement, including any and all attachments, exhibits and/or appendices, incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and

all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**15. Penalties for Violation of Law.**

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

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

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

**18. Workers Compensation.**

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

**19. Records and Financial Audit.**

A. The Contractor shall maintain detailed records that indicate the nature and price of Services rendered during this Agreement's term and effect and retain them for a period of five (5) years from the date of final payment under this Agreement.

B. Contract for an independent audit in accordance with 2 CFR 200 at the Contractor's expense, as applicable or upon HSD request, submit its most recent 2 CFR 200 audit. The Contractor shall ensure that the auditor is licensed to perform audits in the State of New Mexico and shall be selected by a competitive bid process. The Contractor shall enter into a written contract with the auditor specifying the scope of the audit, the auditor's responsibility, the date by which the audit is to be completed and the fee to be paid to the auditor for this service. Single audits shall comply with procedures specified by the HSD. The audit of the contract shall cover compliance with Federal Regulations and all financial transactions hereunder for the entire term of the Agreement in accordance with procedures promulgated by 2 CFR 200 or by Federal program officials for the conduct and report of such audits. An official copy of the independent auditor's report shall be available to the HSD and any other authorized entity as required by law within (fifteen) 15 days of receipt of the final audit report. The Contractor may request an extension to the deadline for submission of the audit report in writing to the HSD for good cause and the HSD reserves the right to approve or reject any such request. The HSD retains the right to contract for an independent financial and functional audit for funds and operations under this Agreement if it determines that such an audit is warranted or desired.

C. Upon completion of the audit under the applicable federal and state statutes and regulations, the Contractor shall notify the HSD when the audit is available for review and provide online access to the HSD, or

the Contractor shall provide the HSD with four (4) originals of the audit report. The HSD will retain two (2) and one (1) will be sent to the HSD/Office of the Inspector General and one (1) to the HSD/Administrative Services Division/Compliance Bureau.

D. Within thirty (30) days thereafter or as otherwise determined by the HSD in writing, the Contractor shall provide the HSD with a response indicating the status of each of the exceptions or findings in the said audit report. If either the exceptions or findings in the audit are not resolved within thirty (30) days, the HSD has the right to reduce funding, terminate this Agreement, and/or recommend decertification in compliance with state and/or federal regulations governing such action.

E. This audit shall contain the Schedule of Expenditures of Federal Awards for each program to facilitate ease of reconciliation by the HSD. This audit shall also include a review of the schedule of depreciation for all property or equipment with a purchase price of \$5,000 or more pursuant to 2 CFR 200, specifically subpart F, and appendices where appropriate.

F. This audit shall include a report on compliance with requirements applicable to each major program and internal control over compliance in accordance with 2 CFR 200, specifically subpart F and appendices.

**20. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the HSD and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the HSD 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 (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

**22. 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.

**23. 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.

**24. Notices.**

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

To the HSD: [name, address, email]

To the Contractor: [name, address, email]

**25. Debarment and Suspension.**

A. Consistent with all applicable federal and/or state laws and regulations, as applicable, and as a separate and independent requirement of this Agreement the Contractor certifies by signing this Agreement, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

B. The Contractor's certification in Paragraph A, above, is a material representation of fact upon which the HSD relied when this Agreement was entered into by the parties. The Contractor's certification in Paragraph A, above, shall be a continuing term or condition of this Agreement. As such at all times during the performance of this Agreement, the Contractor must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification the Contractor was then executing this Agreement for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph A, above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:

- 1) The Contractor shall provide immediate written notice to the HSD's Program Manager if, at any time during the term of this Agreement, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances.
- 2) If it is later determined that the Contractor's certification in Paragraph A, above, was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the HSD, the HSD may terminate the Agreement.

C. As required by statute, regulation or requirement of this Agreement, and as contained in Paragraph A, above, the Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to the HSD when it requests

subcontractor approval from the HSD. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the HSD may refuse to approve the use of the subcontractor.

**26. Certification and Disclosure Regarding Payments To Influence Certain Federal Transactions (Anti-Lobbying).**

A. The applicable definitions and exceptions to prohibited conduct and disclosures contained in 31 U.S.C. § 1352 and 45 C.F.R. Part 93, as applicable, are hereby incorporated by reference in subparagraph (B) of this certification.

B. The Contractor, by executing this PSC, certifies to the best of its knowledge and belief that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement; and
- 2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer.

C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance is placed when this Agreement is made and entered into. Submission of this certification is a prerequisite for making and entering into this Agreement imposed under 31 U.S.C. § 1352. It shall be a material obligation of the Contractor to keep this certification current as to any and all individuals or activities of anyone associated with the Contractor during the pendency of this Agreement. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to: (1) a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure; and/or (2) at the discretion of the HSD, termination of the Agreement.

**27. Non-Discrimination.**

A. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; and the Americans With Disabilities Act of 1990, Public Law 101-336; in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex, or marital status.

B. This provision shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

C. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation or be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert similar provisions in all subcontracts

for services allowed under this Agreement under any program or activity.

D. The Contractor agrees to provide meaningful access to services for individuals with Limited English Proficiency (LEP) in accordance with Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency."

**28. Drug Free Workplace.**

A. *Definitions.* As used in this paragraph—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act, 21 U.S.C 812, and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

B. The Contractor, if other than an individual, shall:

1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

2) Establish an ongoing drug-free awareness program to inform such employees about:

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

a) Provide all employees engaged in performance of the PSC with a copy of the statement required by subparagraph B(1);

b) Notify such employees in writing in the statement required by subparagraph (B)(1) of this clause that, as a condition of continued employment on this PSC, the employee will:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction;

c) Notify the HSD Program Manager in writing within ten (10) days after receiving notice under (B)(4)(ii) of this paragraph, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

d) Within thirty (30) days after receiving notice under B(4)(ii) of this paragraph of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

3) Make a good faith effort to maintain a drug-free workplace through implementation of B(1) through B(6) of this paragraph.

C. The Contractor, if an individual, agrees by entering into this PSC not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

D. In addition to other remedies available to the HSD, the Contractor's failure to comply with the requirements of subparagraph B or C of this paragraph will render the Contractor in default of this PSC and subject the Contractor to suspension of payments under the PSC and/or termination of the PSC in accordance with paragraph 4, above.

## **29. Findings and Sanctions.**

A. The Contractor agrees to be subject to the findings, sanctions and disallowances assessed or required as a result of audits pursuant to this agreement.

B. The Contractor will make repayment of any funds expended by the HSD, subject to which an auditor acting pursuant to this agreement finds were expended, or to which appropriate federal funding agencies take exception and so request reimbursement through a disallowance or deferral based upon the acts or omissions of the Contractor that violate applicable federal statutes and/or regulations, subject to sufficient appropriations of the New Mexico Legislature.

C. If the HSD becomes aware of circumstances that might jeopardize continued federal funding the situation shall be reviewed and reconciled by a mutually agreed upon panel of Contractor and the HSD officials. If reconciliation is not possible, both parties shall present their view to the Director of the Administrative Services Division who shall determine whether continued payment shall be made.

## **30. Performance.**

In performance of this Agreement, the Contractor agrees to comply with and assume responsibility for compliance by its employees, its subcontractors, and/or Business Associates (BA), as applicable, with the following requirements:

A. All work will be performed under the supervision of the Contractor, the Contractor's responsible employees, and the Contractor's subcontracted staff.

B. Contractor agrees if Protected Health Information (PHI) as defined in 45 C.F.R. § 160.103, limited to PHI received from, or created on behalf of, HSD by Contractor; or Personally Identifiable Information (PII) as defined by the National Institute of Standards of Technology, limited to PII received from, or created on behalf of, HSD by Contractor pursuant to the Services; are collectively referred to as Confidential Information in Article 10 of this Agreement, made available to Contractor, shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and will not be divulged or made known in any manner to any person or entity except as may be necessary in the performance of this contract. Inspection by, or disclosure to, any person or entity other than an officer, employee, or subcontractor of the Contractor is prohibited.

C. Contractor agrees that it will account for all Confidential Information upon receipt and store such Confidential Information in a secure manner before, during, and after processing. In addition, all related output will be given the same level of protection by the Contractor as required for the source material.

D. The Contractor certifies that the Confidential Information processed during the performance of this Agreement will be purged from all electronic data storage components in Contractor's facilities, including paper files, recordings, video, written records, printers, copiers, scanners and all magnetic and flash memory components of all systems and portable media, and no output will be retained by the Contractor at the time the work is completed or when this Contract is terminated. If immediate purging of all electronic data storage components is not possible, the Contractor certifies that any Confidential Information remaining in any storage component will be safeguarded to prevent unauthorized disclosures beyond the term of this Agreement as long as Contractor is in possession of such Confidential Information.

E. Any spoilage or any intermediate hard copy printout that may result during the processing of Confidential Information will be given to the HSD or his or her designee. When this is not possible, the Contractor will be responsible for the destruction (in a manner approved by the HSD) of the spoilage or any intermediate hard copy printouts, and will provide the HSD or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

F. All of Contractor's computer systems, office equipment, written records, and portable media receiving, processing, storing, or transmitting Confidential Information must meet the requirements defined in relevant federal regulations such as HIPAA Privacy Rule (45 CFR Part 160 and Subparts A and E of Part 164), HIPAA Security Rule (45 CFR Part 160 and Subparts A and C of Part 164), and/or any other Federal requirements that may apply to this contract. To meet functional and assurance requirements, the security features of the Contractor's environment must provide for security across relevant managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Confidential Information.

G. No work involving Confidential Information furnished under this Agreement will be subcontracted without prior written approval of the HSD.

H. The Contractor will maintain a list of its personnel, subcontractors, and/or business related entities with authorized access (electronic or physical) to HSD Confidential Information. Such list will be provided to the HSD and, upon request, to the federal agencies as required.

I. The Contractor will provide copies of signed acknowledgments for its staff and its subcontractors and/or Business Associates, to provide certification that relevant information security awareness and training was completed. These certifications will be provided to the HSD upon contract start and, at a minimum, annually thereafter during the term of this Agreement.

J. The HSD will have the right to terminate the contract if the Contractor or its subcontractors or Business Associates fail to provide the safeguards described above, consistent with the termination clause herein.

K. Upon request, the Contractor will provide the HSD copies of current policies and/or summaries of its current plans that document Contractor's privacy and security controls as they relate to HSD Confidential Information. This includes, at a minimum, any System Security Plans which describe the administrative, physical, technical, and system controls to be implemented for the security of the Department's Confidential Information. The plan shall include the requirement for a Contractor notification to the Department Security Officer or Privacy Officer of breaches or potential breaches of information within three (3) days of their discovery.

L. All incidents affecting the compliance, operation, or security of the HSD's Confidential Information must be reported to the HSD. The Contractor shall notify the HSD of any instances of security or privacy breach issues or non-compliance promptly upon their discovery, but no later than a period of three (3) days (as stated above). Notification shall include a description of the privacy and security non-compliance issue and corrective action planned and/or taken.

M. The Contractor must provide the HSD with a summary of a corrective action plan (if any) to provide any necessary safeguards to protect PII from security breaches or non-compliance discoveries. The corrective action plan must contain a long term solution to possible future privacy and security threats to PII. In addition to the corrective action, the Contractor must provide updates as to the progress of all corrective measures taken until the issue is resolved. The Contractor shall be responsible for all costs of implementing the corrective action plan.

N. The HSD will have the right to seek remedies consistent with the liability terms of this contract Agreement and/or terminate the Agreement if the Contractor or its Subcontractors or Business Associates fail to provide the safeguards or to meet the security and privacy requirements to safeguard Confidential Information as described above, consistent with the liability and/or termination clauses herein.

O. All client files and patient records created or used to provide services under this Agreement, as between the parties, are at all times property of HSD. Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI in its possession, and shall retain no copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to the Department notification of the conditions that make return or destruction of PHI not feasible. Upon consideration and mutual agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate shall agree, and require that its agents, affiliates, subsidiaries and subcontractors agree to the extension of all protections, limitations and restrictions required of Business Associate hereunder.

P. HSD Personally Identifiable Information (PII) cannot be accessed by HSD employees, agents, representatives, or contractors located offshore, outside of the United States territories, embassies, or military installations. Further, HSD PII may not be received, processed, stored, transmitted, or disposed of by information technology (IT) systems located offshore.

**31. Criminal/Civil Sanctions.**

A. It is incumbent upon Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C.552a. Specifically, 5 U.S.C.552a(i)(1), which is made applicable to contractors by 5 U.S.C.552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to HSD records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully disclose the material in any manner to any person not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

B. Contractor agrees that granting access to PHI and PII must be preceded by certifying that each individual understands the HSD's applicable security policy and procedures for safeguarding PHI and PII. Contractors must maintain their authorization to access PHI and PII through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review.

**32. Inspection.**

The HSD shall have the right, with 24 hour notice, to send its inspectors into the offices and plants of the Contractor to inspect the facilities and operations provided for the performance of any work related to PHI and PII under this Agreement. On the basis of such inspection specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

**33. Contractor's Responsibility For Compliance With Laws and Regulations.**

A. The Contractor is responsible for compliance with applicable laws, regulations, and administrative rules that govern the Contractor's performance of the Scope of Work of this Agreement and Exhibit A, including but not limited to, applicable State and Federal tax laws, State and Federal employment laws, State and Federal regulatory requirements and licensing provisions.

B. The Contractor is responsible for causing each of its employees, agents or subcontractors who provide services under this Agreement to be properly licensed, certified, and/or have proper permits to perform any activity related to the Scope of Work of this Agreement and Exhibit A.

C. If the Contractor's performance of its obligations under the terms of this agreement qualifies it as a Business Associate of the HSD as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, the Contractor agrees to execute the HSD Business Associate Agreement (BAA), attached hereto as Exhibit B, and incorporated herein by this reference, and comply with the terms of the BAA and subsequent updates. *[Use this paragraph C only if a BAA is included as Exhibit B. Either way, delete this italicized comment.]*

**34. Contractor's Responsibility For Compliance With Laws and Regulations Relating To Information Technology.**

The Contractor agrees to monitor and control all its employees, subcontractors, consultants, or agents performing the Services under this PSC in order to assure compliance with the following regulations and standards insofar as they apply to Contractor's processing or storage of HSD's Confidential Information or other data:

1. The Federal Information Security Management Act of 2002 (FISMA);
2. The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
3. The Health Information Technology for Economic and Clinical Health Act (HITECH Act);
4. Electronic Information Exchange Security Requirements, Guidelines, And Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration; and
5. NMAC 1.12.20, *et seq.* "INFORMATION SECURITY OPERATION MANAGEMENT".

**35. Authority.**

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the GSD/SPD Contracts Review Bureau below:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
HSD Cabinet Secretary

By: \_\_\_\_\_ Date: \_\_\_\_\_  
HSD Chief Financial Officer

Approved for legal sufficiency:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
HSD General Counsel

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the NM Taxation and Revenue Department to pay gross receipts and compensating taxes:

TBIN: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tax and Revenue Department Representative

This Agreement has been approved by the GSD/SPD Contracts Review Bureau:

By: \_\_\_\_\_ Date: \_\_\_\_\_



**Exhibit A**

**SCOPE OF WORK**

## Exhibit B

### HIPAA Business Associate Agreement

This Business Associate Agreement (“BAA”) is entered into between the New Mexico Human Services Department (“Department”) and \_\_\_\_\_, hereinafter referred to as “Business Associate”, in order to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as amended by Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”), including the Standards of the Privacy of Individually Identifiable Health Information and the Security Standards at 45 CFR Parts 160 and 164.

**BUSINESS ASSOCIATE**, by this PSC \_\_\_\_ has agreed to provide services to, or on behalf of the HSD which may involve the disclosure by the Department to the Business Associate (referred to in PSC \_\_\_\_ as “Contractor”) of Protected Health Information. This Business Associate Agreement is intended to supplement the obligations of the Department and the Contractor as set forth in PSC \_\_\_\_, and is hereby incorporated therein.

**THE PARTIES** acknowledge HIPAA, as amended by the HITECH Act, requires that Department and Business Associate enter into a written agreement that provides for the safeguarding and protection of all Protected Health Information which Department may disclose to the Business Associate, or which may be created or received by the Business Associate on behalf of the Department.

#### 1. Definition of Terms

- a. **Breach.** “Breach” has the meaning assigned to the term breach under 42 U.S.C. § 17921(1) [HITECH Act § 13400 (1)] and 45 CFR § 164.402.
- b. **Business Associate.** “Business Associate”, herein being the same entity as the Contractor in PSC \_\_\_\_\_, shall have the same meaning as defined under the HIPAA standards as defined below, including without limitation Contractor acting in the capacity of a Business Associate as defined in 45 CFR § 160.103.
- c. **Department.** “Department” shall mean in this agreement the State of New Mexico Human Services Department.
- d. **Individual.** “Individual” shall have the same meaning as in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502 (g).
- e. **HIPAA Standards.** “HIPAA Standards” shall mean the legal requirements as set forth in the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009, and the regulations and policy guidance, as each may be amended over time, including without limitation:
  - i. **Privacy Rule.** “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, Subparts A and E.
  - ii. **Breach Notification Rule.** “Breach Notification” shall mean the Notification in the case of Breach of Unsecured Protected Health Information, 45 CFR Part 164, Subparts A and D
  - iii. **Security Rule.** “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C, including the following:
- f. **Security Standards.** “Security Standards” hereinafter shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.306.
- g. **Administrative Safeguards.** “Administrative Safeguards” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.308.
- h. **Physical Safeguards.** “Physical Safeguards” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.310.
- i. **Technical Safeguards.** “Technical Safeguards” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.312.

- j. Policies and Procedures and Documentation Requirements. "Policies and Procedures and Documentation Requirements" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.316.
- k. Protected Health Information. "Protected Health Information" or "PHI" shall have the same meaning as in 45 CFR §160.103, limited to the information created, maintained, transmitted or received by Business Associate, its agents or subcontractors from or on behalf of Department.
- l. Required By Law. "Required By Law" shall have the same meaning as in 45 CFR §164.103.
- m. Secretary. "Secretary" shall mean the Secretary of the U. S. Department of Health and Human Services, or his or her designee.
- n. Covered Entity. "Covered Entity" shall have the meaning as the term "covered entity" defined at 45 CFR §160.103, and in reference to the party to this BAA, shall mean the State of New Mexico Human Services Department.

Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the HIPAA Standards. All terms used and all statutory and regulatory references shall be as currently in effect or as subsequently amended.

## 2. Obligations and Activities of Business Associate

- a. General Rule of PHI Use and Disclosure. The Business Associate may use or disclose PHI it creates for, receives from or on behalf of, the Department to perform functions, activities or services for, or on behalf of, the Department in accordance with the specifications set forth in this BAA and in this PSC \_\_\_\_; provided that such use or disclosure would not violate the HIPAA Standards if done by the Department; or as Required By Law.
  - i. Any disclosures made by the Business Associate of PHI must be made in accordance with HIPAA Standards and other applicable laws.
  - ii. Notwithstanding any other provision herein to the contrary, the Business Associate shall limit uses and disclosures of PHI to the "minimum necessary," as set forth in the HIPAA Standards.
  - iii. The Business Associate agrees to use or disclose only a "limited data set" of PHI as defined in the HIPAA Standards while conducting the authorized activities herein and as delineated in PSC \_\_\_\_ , except where a "limited data set" is not practicable in order to accomplish those activities.
  - iv. Except as otherwise limited by this BAA or PSC \_\_\_\_ , Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
  - v. Except as otherwise limited by this BAA or PSC \_\_\_\_ , Business Associate may disclose PHI for the proper management and administration of the Business Associate provided that the disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
  - vi. Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.502(j).
  - vii. Business Associate may use PHI to provide Data Aggregation services to the Department as permitted by the HIPAA Standards.
- b. Safeguards. The Business Associate agrees to implement and use appropriate Security, Administrative, Physical and Technical Safeguards, and comply where applicable with subpart C of 45 C.F.R. Part 164, to prevent use or disclosure of PHI other than as required by law or as provided for by this BAA or PSC \_\_\_\_ .

Business Associate shall identify in writing upon request from the Department all of those Safeguards that it uses to prevent impermissible uses or disclosures of PHI.

- c. Restricted Uses and Disclosures. The Business Associate shall not use or further disclose PHI other than as permitted or required by this BAA or PSC \_\_\_\_, the HIPAA Standards, or otherwise as permitted or required by law. The Business Associate shall not disclose PHI in a manner that would violate any restriction which has been communicated to the Business Associate.
  - i) The Business Associate shall not directly or indirectly receive remuneration in exchange for any of the PHI unless a valid authorization has been provided to the Business Associate that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the PHI of that individual, except as provided for under the exceptions listed in 45 C.F.R. §164.502 (a)(5)(ii)(B)(2).
  - ii) Unless approved by the Department, Business Associate shall not directly or indirectly perform marketing to individuals using PHI.
- d. Agents. The Business Associate shall ensure that any agents that create, receive, maintain or transmit PHI on behalf of Business Associate, agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to PHI, in accordance with 45 C.F.R. § 164.502(e)(1)(ii), and shall make that agreement available to the Department upon request. Upon the Business Associate's contracting with an agent for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement.
- e. Availability of Information to Individuals and the Department. Business Associate shall provide, at the Department's request, and in a reasonable time and manner, access to PHI in a Designated Record Set (including an electronic version if required) to the Department or, as directed by the Department, to an Individual in order to meet the requirements under 45 CFR § 164.524. Within three (3) business days, Business Associate shall forward to the Department for handling any request for access to PHI that Business Associate receives directly from an Individual. If requested by the Department, the Business Associate shall make such information available in electronic format as required by the HIPAA Standards to a requestor of such information and shall confirm to the Department in writing that the request has been fulfilled.
- f. Amendment of PHI. In accordance with 45 CFR § 164.526, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Department directs or agrees to, at the request of the Department or an Individual, to fulfill the Department's obligations to amend PHI pursuant to the HIPAA Standards. Within three (3) business days, Business Associate shall forward to the Department for handling any request for amendment to PHI that Business Associate receives directly from an Individual.
- g. Internal Practices. Business Associate agrees to make internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI, available to the Department or to the Secretary within seven (7) days of receiving a request from the Department or receiving notice of a request from the Secretary, for purposes of the Secretary's determining the Department's compliance with the Privacy Rule.
- h. PHI Disclosures Recordkeeping. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Department to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the HIPAA Standards and 45 CFR § 164.528. Business Associate shall provide such information to the Department or as directed by the Department to an Individual, to permit the Department to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by the Department. Within three (3) business days, Business Associate shall forward to the Department for handling any accounting request that Business Associate directly receives from an individual.
- i. PHI Disclosures Accounting. Business Associate agrees to provide to the Department or an Individual, within seven (7) days of receipt of a request, information collected in accordance with Section 2 (h) of this Agreement, to permit the Department to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

- j. Security Rule Provisions. As required by 42 U.S.C. § 17931 (a) [HITECH Act Section 13401(a)] , the following sections as they are made applicable to business associates under the HIPAA Standards, shall also apply to the Business Associate: 1) Administrative Safeguards; 2) Physical Safeguards; 3) Technical Safeguards; 4) Policies and Procedures and Documentation Requirements; and 5) Security Standards. Additionally, the Business Associate shall either implement or properly document the reasons for non-implementation of all safeguards in the above cited sections that are designated as “addressable” as such are made applicable to Business Associates pursuant to the HIPAA Standards.
- k. Civil and Criminal Penalties. Business Associate agrees that it will comply with the HIPAA Standards as applicable to Business Associates, and acknowledges that it may be subject to civil and criminal penalties for its failure to do so.
- l. Performance of Covered Entity's Obligations. To the extent the Business Associate is to carry out the Department 's obligations under the HIPAA Standards, Business Associate shall comply with the requirements of the HIPAA Standards that apply to the Department in the performance of such obligations.
- m. Subcontractors. The Business Associate shall ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate, agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to PHI, with 45 C.F.R. § 164.502(e)(1)(ii), and shall make such information available to the Department upon request. Upon the Business Associate’s contracting with an agent for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement. Upon the Business Associate’s contracting with a subcontractor for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement.

**3. Business Associate Obligations for Notification, Risk Assessment, and Mitigation**

During the term of this BAA or PSC \_\_\_\_, the Business Associate shall be required to perform the following pursuant to the Breach Notification Rule regarding Breach Notification, Risk Assessment and Mitigation:

Notification

- a. Business Associate agrees to report to the Department Contract Manager or HIPAA Privacy and Security Officer any use or disclosure of PHI not provided for by this BAA or PSC \_\_\_\_, and HIPAA Standards, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, as soon as it (or any employee or agent) becomes aware of the Breach, and in no case later than three (3) business days after it (or any employee or agent) becomes aware of the Breach, except when a government official determines that a notification would impede a criminal investigation or cause damage to national security.
- b. Business Associate shall provide the Department with the names of the individuals whose unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR §164.404(c), and, if requested by the Department, provide information necessary for the Department to investigate promptly the impermissible use or disclosure. Business Associate shall continue to provide to the Department information concerning the Breach as it becomes available to it, and shall also provide such assistance and further information as is reasonably requested by the Department.

Risk Assessment

- c. When Business Associate determines whether an impermissible acquisition, use or disclosure of PHI by an employee or agent poses a low probability of the PHI being compromised, it shall document its assessment of risk in accordance with 45 C.F.R. § 164.402 (in definition of “Breach”, ¶ 2) based on at least the following factors: (i) the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification; (ii) the unauthorized person who used the protected health information or to whom the disclosure was made; (iii) whether the protected health information was actually acquired or viewed; and (iv) the extent to which the risk to the protected health information has been mitigated. Such assessment shall include: 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons documenting the determination of risk of the PHI being compromised. When requested by the Department, Business Associate shall make its risk assessments available to the Department.

- d. If the Department determines that an impermissible acquisition, access, use or disclosure of PHI, for which one of Business Associate's employees or agents was responsible, constitutes a Breach, and if requested by the Department, Business Associate shall provide notice to the individuals whose PHI was the subject of the Breach. When requested to provide notice, Business Associate shall consult with the Department about the timeliness, content and method of notice, and shall receive the Department's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate. The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to the Department.

#### Mitigation

- e. In addition to the above duties in this section, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI, by Business Associate in violation of the requirements of this Agreement or the HIPAA Standards. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by the Department, Business Associate shall make its mitigation and corrective action plans available to the Department.
- f. The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of the Breach, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate and the Department are doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR §164.404(c).

#### Notification to Clients

- g. Business Associates shall notify individuals of Breaches as specified in 45 CFR §164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of a State or jurisdiction, Business Associate shall, if requested by the Department, notify prominent media outlets serving such location(s), following the requirements set forth in 45 CFR §164.406.

### **4. Obligations of the Department to Inform Business Associate of Privacy Practices and Restrictions**

- a. The Department shall notify Business Associate of any limitation(s) in the Department's Notice of Privacy Practices, implemented in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. The Department shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. The Department shall notify Business Associate of any restriction in the use or disclosure of PHI that the Department has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- d. The Department shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Department.

### **5. Term and Termination**

- a. Term. This BAA terminates concurrently with PSC \_\_\_\_\_, except that obligations of Business Associate under this BAA related to final disposition of PHI in this Section 5 shall survive until resolved as set forth immediately below.
- b. Disposition of PHI upon Termination. Upon termination of this PSC \_\_\_\_\_ and BAA for any reason, Business Associate shall return or destroy all PHI in its possession, and shall retain no copies of the PHI.

In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to the Department notification of the conditions that make return or destruction of PHI not feasible. Upon consideration and mutual agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate shall agree, and require that its agents, affiliates, subsidiaries and subcontractors agree, to the extension of all protections, limitations and restrictions required of Business Associate hereunder.

- c. If Business Associate breaches any material term of this BAA, the Department may either:
  - i. provide an opportunity for Business Associate to cure the Breach and the Department may terminate this PSC \_\_\_\_ and BAA without liability or penalty in accordance with Article 4, Termination, of PSC \_\_\_\_, if Business Associate does not cure the breach within the time specified by the Department; or,
  - ii. immediately terminate this PSC \_\_\_\_ without liability or penalty if the Department determines that cure is not reasonably possible; or,
  - iii. if neither termination nor cure are feasible, the Department shall report the breach to the Secretary.

The Department has the right to seek to cure any breach by Business Associate and this right, regardless of whether the Department cures such breach, does not lessen any right or remedy available to the Department at law, in equity, or under this BAA or PSC \_\_\_\_, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

## **6. Penalties and Training.**

Business Associate understands and acknowledges that violations of this BAA or PSC \_\_\_\_ may result in notification by the Department to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by the Department, Business Associate shall participate in training regarding use, confidentiality, and security of PHI.

## **7. Miscellaneous**

- a. Interpretation. Any ambiguity in this BAA, or any inconsistency between the provisions of this BAA or PSC \_\_\_\_, shall be resolved to permit the Department to comply with the HIPAA Standards.
- b. Business Associate's Compliance with HIPAA. The Department makes no warranty or representation that compliance by Business Associate with this BAA or the HIPAA Standards will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- c. Change in Law. In the event there are subsequent changes or clarifications of statutes, regulations or rules relating to this BAA or PSC \_\_\_\_, the Department shall notify Business Associate of any actions it reasonably deems necessary to comply with such changes, and Business Associate shall promptly take such actions. In the event there is a change in federal or state laws, rules or regulations, or in the interpretation of any such laws, rules, regulations or general instructions, which may render any of the material terms of this BAA unlawful or unenforceable, or which materially affects any financial arrangement contained in this BAA, the parties shall attempt amendment of this BAA to accommodate such changes or interpretations. If the parties are unable to agree, or if amendment is not possible, the parties may terminate the BAA and PSC \_\_\_\_ pursuant to its termination provisions.
- d. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Department, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

- e. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or workforce members assisting Business Associate in the fulfillment of its obligations under this BAA and PSC \_\_\_\_ available to the Department, at no cost to the Department, to testify as witnesses or otherwise in the event that litigation or an administrative proceeding is commenced against the Department or its employees based upon claimed violation of the HIPAA standards or other laws relating to security and privacy, where such claimed violation is alleged to arise from Business Associate's performance under this BAA or PSC \_\_\_\_, except where Business Associate or its agents, affiliates, subsidiaries, subcontractors or employees are named adverse parties.
  
- f. Additional Obligations. Department and Business Associate agree that to the extent not incorporated or referenced in any Business Associate Agreement between them, other requirements applicable to either or both that are required by the HIPAA Standards, those requirements are incorporated herein by reference.



## **APPENDICES**

A – Funding Table

B – Eligibility Requirements

C – List of Reports

D– Schedule of Deliverables Prior to Implementation

E – Administrative Fee

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**APPENDIX A – FUNDING TABLE**

<b>Funding Source (Fed/State)</b>	<b>Direct Services</b>	<b>Individuals Served</b>	<b>Programs/Services Provided</b>	<b>Special Parameters</b>
<b>NMCD – Community Programming</b>				
Community Offender Management (Probation and Parole) – General Fund	\$1,354,209.00	Individuals under NMCD supervision in the community, either probation or parole, or discharging from prison or jail to community supervision.	Outpatient services for Behavioral Health, Residential Substance Abuse programming and life maintenance services.	See General Fund Appropriations; NMCD Strategic Plan, budget-based Performance Measures. Funds will be expended as directed by NMCD.
Community Corrections Fund – General Fund	\$1,502,395.00	Individuals under NMCD supervision in the community, either probation or parole, or discharging from prison or jail to community supervision.	Outpatient services for Behavioral Health, Residential Substance Abuse programming and life maintenance services.	NMCD Strategic Plan, budget-based Performance Measures; community corrections Statute; NMSA 33.9.1 - 33.9.10 (1989). Funds will be expended as directed by NMCD.
<b>GRAND TOTAL NMCD</b>	<b>\$2,856,604.00</b>			
<b>HSD</b>				
BHSD General Fund – Substance Abuse	\$8,445,140.00	Non-Medicard-eligible adults (age 18+) who meet certain clinical and financial criteria.	Substance Abuse Residential, Outpatient Svcs; Methamphetamine Treatment; Native American Services; Total Community Approach.	Funds will be expended as directed by BHSD.

Funding Source (Fed/State)	Direct Services	Individuals Served	Programs/Services Provided	Special Parameters
BHSD General Fund – Mental Health	\$9,905,072.00	Non-Medicaid-eligible adults (age 18+) who meet certain clinical and financial criteria.	Mental Health Inpatient & Outpatient Services; Supported Employment, Autism; Veterans/Family Support; Forensic Services; Jail Diversion; Native American Services; Sexual Assault Services; Supportive Housing; psychotropic meds; compulsive gambling.	Funds will be expended as directed by BHSD.
Sub-Total BHSD General Fund	\$18,350,212.00			
BHSD Community Mental Health Block Grant – Federal	\$866,000.00	Non-Medicaid-eligible adults (age 18+) who meet certain clinical and financial criteria.	Mental Health Outpatient Services.	Must follow CMHS Federal Block Grant requirements. Funds will be expended as directed by BHSD.
BHSD SAPT Block Grant – Federal	\$4,874,348.00	Treatment: Non-Medicaid eligible adults (age 18+) who meet certain clinical and financial criteria; and targeted community services.	Substance Abuse Residential & Outpatient Services.	Must follow SAPT Block Grant Federal Requirements. Funds will be expended as directed by BHSD.
BHSD Access to Recovery (ATR III) – Federal	\$622,980.00	Non-Medicaid-eligible adults (aged 18+) who meet certain clinical and financial criteria	Voucher-based substance abuse treatment referral system.	ATR fed requirements. Funds will be expended and invoiced as directed by BHSD. \$32,500 will be used for clinical staff salary and travel.

<b>Funding Source (Fed/State)</b>	<b>Direct Services</b>	<b>Individuals Served</b>	<b>Programs/Services Provided</b>	<b>Special Parameters</b>
BHSD Jail Diversion Veteran's Fund – Federal	\$321,018.00	Individuals living in Sandoval, San Juan, and McKinley Counties with preference to veterans and a focus on Native American Veterans.	Behavioral Health treatment as a means for jail diversion.	JDVF federal requirements. Funds will be expended as directed by BHSD.
BHSD Mental Health Transformation (Original) – Federal	\$167,886.00	Persons with mental illness or co-occurring disorders who are homeless or at risk of homelessness; target veterans and Native Americans.	Supportive Housing, Comprehensive Community Support Services, Consumer Operated Services.	To follow federal regulations. Funds will be expended as directed by BHSD.
BHSD: Nat'l Institute on Drug Abuse (NIDA) – Federal	\$28,100.00		Research grant for the evaluation of Total Community Approach programs.	To follow federal regulations. Funds will be expended as directed by BHSD.
BHSD Crossroads: Supporting Families (PPW) – Federal	\$130,691.00	Women who are pregnant or who have given birth within the prior 12 months who have experienced trauma and substance abuse.	Residential Treatment Pregnant and Post-Partum Women's Program (PPW).	To follow federal regulations. Funds will be expended as directed by BHSD.
Partnerships for Success II: Strategic Prevention Framework –	\$608,289.00	Individuals age 12-20 engaging in under-age drinking; individuals 12-25 who misuse/abuse prescription drugs.	Substance Abuse Prevention.	To follow federal regulations. Funds will be expended as directed by BHSD.

<b>Funding Source (Fed/State)</b>	<b>Direct Services</b>	<b>Individuals Served</b>	<b>Programs/Services Provided</b>	<b>Special Parameters</b>
Federal				
Partnerships for Success II: Supplemental (SEOW) – Federal	\$68,580.00		To expand and enhance the activities of the current state epidemiological outcomes workgroup.	To follow federal regulations. Funds will be expended as directed by BHSD.
Screening, Brief Intervention and Referral to Treatment (SBIRT) – Federal	\$774,083.00	Individuals 18 years of age and over receiving services from designated health care venues.	Behavioral Health screening and, as needed, brief intervention and/or referral to treatment.	To follow federal regulations. Funds will be expended as directed by BHSD.
Sub-total BHSD Federal Funds	\$8,461,975.00			
GRAND TOTAL HSD	\$26,812,187.00			
<b>CYFD</b>				
General Fund	\$3,307,496.00	CYFD and non-CYFD involved/referred youth (to age 21); those at risk of CYFD involvement.	Mandatory, Priority, and Non-Priority services, allocations will be provided by a separate L.O.D.	HB 2- §4, To be expended as directed by CYFD.
Sub-Total – General Fund	\$3,307,496.00			
CMH Block Grant – Federal	\$194,498.00	CYFD and non-CYFD involved/referred youth (to age 21); those at risk	Evidence-Based Programs and Training.	CMH Mental Health block grant regulations. To be directed by CYFD.

<b>Funding Source (Fed/State)</b>	<b>Direct Services</b>	<b>Individuals Served</b>	<b>Programs/Services Provided</b>	<b>Special Parameters</b>
		of CYFD involvement		
Sub-Total – Federal	\$194,498.00			
GRAND TOTAL CYFD	\$3,501,994.00			
FUNDING TABLE GRAND TOTAL	\$33,170,785.00			

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## **APPENDIX B – ELIGIBILITY REQUIREMENTS**

### **ELIGIBILITY CRITERIA FOR NM BEHAVIORAL HEALTH COLLABORATIVE FUNDING**

#### **NMCD – Community Programming**

##### **Community Offender Management (Probation and Parole) – General Fund Funding Pool: —**

- Consumer must be discharging from prison or jail to community supervision; OR
- Must be under NMCD supervision in the community, either on probation or parole; AND
- Provider must determine the Consumer is in need of Behavioral Health services.

##### **Community Corrections Fund – General Fund Funding Pool: —**

- Consumer must be discharging from prison or jail to community supervision; OR
- Must be under NMCD supervision in the community, either on probation or parole; AND
- Provider must determine the Consumer is in need of Behavioral Health services.

#### **Human Services Department**

##### **Community Mental Health Block Grant Funding Pool: B200**

- Consumer must be 18 and over; AND
- Must not be eligible for the service through Medicaid or third party insurance; AND
- Must have a diagnosis of SMI; AND
- Must be in a location offering funded services.

##### **State General Fund – Substance Abuse Funding Pool: BB10**

- Consumer must be low income; AND
- Must be seeking services for substance abuse; AND
- Must not be eligible for the service through Medicaid or other third party insurance.

### **State General Fund – Mental Health**

#### **Funding Pool: B500**

- Consumer must be 18 and over; AND
- Must not be eligible for the service through Medicaid or third party insurance; AND
- Must have a SMI diagnosis; AND
- Must be in a location offering services.

### **Native American Services**

#### **Funding Pool: B600 and BA90**

- Consumer must be 18 and over; AND
- Must be Native American; AND
- Must have a Behavioral Health concern; AND
- Must be in a location offering services.

### **Veterans Support Services**

#### **Funding Pool: B700**

- Consumer must be age 18 and over; AND
- Must be a Veteran or Veteran's Family Member.

### **SAPT Block Grant Funds – Treatment**

#### **Funding Pool: B800**

- Consumer must be age 18 and over; AND
- Must be seeking services for substance abuse; AND
- Must be unable to pay for services; AND
- Must not be eligible for the service through Medicaid or other third party coverage.

### **SAPT – Women's Services**

#### **Funding Pool: BA10**

- Consumer must be 18 and over; AND
- Must be a pregnant or parenting woman; AND
- Must have a diagnosis of substance abuse; AND
- Is seeking treatment; AND
- Must not be eligible for the service through Medicaid or third party insurance; AND
- Must be in a location offering services.

### **State General Fund – Forensic**

#### **Funding Pool: BA40**

- Consumer must be 18 and over; AND
- Must have a court order for a forensic evaluation.



### **Jail Diversion**

#### **Funding Pool: BA80**

- Consumer must have a SMI diagnosis; AND
- Must be at risk for, or already involved with, the criminal justice system; AND
- Must be at a Jail Diversion Program Funded site.
  
- Jemez Pueblo Only:
  - Jemez Community Adult or Veteran; AND
  - Must be referred by the court for substance abuse ; AND
  - Must not be eligible for the service through Medicaid or other third party insurance.

### **Sexual Assault**

#### **Funding Pool: BB00**

- Consumer must be a victim of sexual assault.

### **Supportive Housing**

#### **Funding Pool: BB20**

- Consumer must be 18 and over; AND
- Must be very low income; AND
- Must be seeking affordable housing and supportive services; AND
- Must have a SMI diagnosis; AND
- Must be in a location offering services.

### **Total Community Approach (Prevention)**

#### **Funding Pool: BC60**

- All Ages; AND
- Must not have a diagnosis of a substance abuse SA disorder.

### **ATR – IV**

#### **Funding Pool: BC80**

- Consumer must be age 18 and over; AND
- Must be low-income; AND
- If the client has Medicaid, they are not eligible for a clinical voucher, but they can get a recovery support service voucher; AND
- Must self-report as having a substance abuse problem; AND
- Must agree to three months of treatment.

**Psychotropic Meds**  
**Funding Pool: BC90**

- Consumer must be 18 and over; AND
- Must not be eligible for the service through Medicaid or third party insurance; AND
- Must be prescribed a psychotropic medication by a CSA.

**Substance Abuse Los Lunas Residential Treatment**  
**Funding Pool: BD00**

- Consumer must be 18 and over; AND
- Must have a diagnosis of substance use disorder; AND
- Must be referred for residential treatment; AND
- Must not be eligible for the service through Medicaid or third party insurance.

**SAPT Block Grant Funds – Prevention**  
**Funding Pool: BD30**

- All Ages; AND
- Must not have a diagnosis of substance abuse.

**State General Fund – Gambling**  
**Funding Pool: BD40**

- No Consumer services.

**State General Fund - Autism**  
**Funding Pool: —**

- No Consumer services.

**Jail Diversion Veterans Fund**  
**Funding Pool: BD60**

- Consumer must be age 18 and over; AND
- Must be a Veteran; AND
- Must have a primary diagnosis of Post-Traumatic Stress Disorder or other trauma related disorder; AND
- Must be at risk for, or already involved with, the criminal justice system; AND
- Must be at a Jail Diversion Veterans Program Funded site.

**Mental Health Transformation Grant  
Funding Pool: BD70**

- Consumer must be 18 and over; AND
- Must be very low income; AND
- Must be homeless; AND
- Must be seeking affordable housing and supportive services; AND
- Must have a SMI diagnosis; AND
- Must be in a location offering services.

**NIDA  
Funding Pool: BD90**

- No Consumer services.

**PPW Crossroads  
Funding Pool: BE00**

- Grant ends in September 2014.

**PFSII  
Funding Pool: BE10**

- Consumers of All Ages; AND
- Must not have a diagnosis of a substance abuse disorder.

**PFSII SEOW  
Funding Pool: —**

- No Consumer services.

**SBIRT  
Funding Pool: BE20**

- Consumer must be age 18 and over; AND
- Must have Behavioral Health concerns; AND
- Must receive services from a SBIRT-funded Provider.

## **Children Families and Youth Department**

### **Children's Behavioral Health Service**

#### **Funding Pool: —**

- Consumer is under 21; AND
- Must have a diagnosis, or be at risk, of severe emotional disturbance; AND
- Must be referred by CYFD Juvenile Justice Division or Protective Services Division; AND
- Must not be eligible for the service through Medicaid or third party insurance; AND
- Provider is a CYFD qualified Provider and is eligible for reimbursement; AND
- CBHS funding is available.

### **Community Mental Health Block Grant**

#### **Funding Pool: —**

- Consumer is under 21; AND
- Has a diagnosis, or is at risk, of severe emotional disturbance; AND
- Is referred by Juvenile Justice Division or Protective Services Division; AND
- Must not be eligible for the service through Medicaid or third party insurance; AND
- Provider is a CYFD qualified Provider and is eligible for reimbursement; AND
- CMHBG funding is available.

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## **APPENDIX C – LIST OF REPORTS**

The following table describes the currently identified required reports, and indicates responsibility for development of the report templates.

<b>Report ID</b>	<b>Report</b>	<b>Description</b>	<b>Frequency</b>	<b>Template Developer</b>
ASO 1	Provider Network	A comprehensive suite of reports on Providers in a workbook with multiple sheets, including summary level and various drilldown data sheets. Summary data to include geoaccess and network adequacy data. Provider data to include Provider contract status, high level utilization data per Provider by service category, Provider compliance and grading data, Critical Incident counts.	Monthly	BHE
ASO 2	Funding and Utilization	A comprehensive suite of reports on funding and utilization in a workbook with multiple sheets, including summary level and various drilldown data sheets. Utilization and funding data to include high level summaries and drilldowns by agency, by fund source, by Provider, by service category, and by various other Consumer attributes (e.g. eligibility category, sex, age).	Monthly	Collaborative
ASO 3	Provider and Consumer Complaints and Disputes	Summary and per complaint/dispute detail level and summary level, including resolution, with narrative and analysis.	Quarterly	BHE
ASO 4	Critical Incidents	Summary and per incident detail level and summary level, including resolution, with narrative and analysis.	Quarterly	Collaborative
ASO 5	Program Evaluation	Overall program effectiveness report based on BHE	Baseline, then	BHE

Report ID	Report	Description	Frequency	Template Developer
	Report	data, including claims and registrations, with narrative and analysis.	Annually	
ASO 6	Claims Processing Report	Summary and detail level data on BHE claims payment timeliness, volume, denial rates and reasons, value and inventory by ECM, invoice, and paper.	Monthly	BHE
ASO 7	Claims Accuracy Report	Report on BHE claims processing audit, including accuracy rates and detail accounting of errors found, resolutions, and corrective actions to prevent recurrence.	Quarterly	BHE
ASO 8	Director's Dashboard Report	High level program report.	Monthly	BHE
ASO 9	Program Integrity	Fraud, Waste and Abuse alarms triggered, summary, and detailed level.	Monthly	BHE
ASO 10	Implementation Monitoring Suite	Report on various aspects of implementation progress up to and for some time after go-live.	Weekly for the first 3 months if required, longer if directed	BHE
ASO 11	System/Privacy Incident Report	Report on security and privacy compliance and incidents.	Monthly	BHE
CI-11	Independently Audited Financial Statements	BHE certified, independently audited financial statements.	Annually	Collaborative
CYFD-03	CYFD Paid Claims / Invoice	Claims data for CYFD.	Monthly	BHE
BHSD-07	Street Outreach SAPT	Collaborative Template to be provided.	Quarterly	Vendor (Service Tracking and Reporting)

Report ID	Report	Description	Frequency	Template Developer
				(STAR)
NMCD-01	Expenditure Spreadsheet Listing	Collaborative Template to be provided.	Monthly	Collaborative
NMCD-03	Provider Unduplicated Monthly Consumer Count Spreadsheet	Collaborative Template to be provided.	Monthly	Collaborative
BHSD-10	Substance Abuse and Prevention Treatment Quarterly	Collaborative Template to be provided.	Quarterly	Collaborative

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## **APPENDIX D– SCHEDULE OF DELIVERABLES**

This is a draft list that will be finalized upon Contract Award.

<b>Deliverable</b>	<b>Contract Section</b>	<b>Due Date (TBD)</b>
Compliance Policies and Procedures	3.2.2	
Staff Resumes	3.3.2	
Change Order Request Processes and Protocols	3.4.2.3	
Designation of Single Point of Contact	3.5.1	
Communication and Escalation	3.5.2	
Readiness Reviews	3.6.1	
Provider Network Change Management Policies and Procedures	3.9.3	
Provider Contracts	3.10.2	
Program Evaluation Methodology	3.16.1	
Program Integrity Policies and Procedures	3.18.1.1	
Program Integrity Employee Policies and Procedures	3.18.1.6	
Complaint and Concern Processes	3.20.1	
Information Security Plan	3.24.2.11	
BC-DR plan	3.24.4.1	
Reporting Templates	3.25.1 & Appendix C	
Subcontracts (if any)	6.11.4.2	



**APPENDIX E– ADMINISTRATIVE FEE**

TBD

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**APPENDIX C**  
**LETTER OF TRANSMITTAL FORM**

**LETTER OF TRANSMITTAL FORM**

**RFP#:** \_\_\_\_\_

**Offeror Name:** \_\_\_\_\_

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

1. Identity (Name) and Mailing Address of the Offeror's submitting organization:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Person authorized by the Offeror's organization to contractually obligate the organization:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

3. Person authorized to negotiate the Contract on behalf of the Offeror's organization:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

4. Person to be contacted for clarifications:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

5. Use of subcontractors (Select one):

No subcontractors will be used in the performance of this Contract OR

The following subcontractors will be used in the performance of this Contract:

\_\_\_\_\_  
(Attach extra sheets, as needed)

6. Please describe any relationship with any entity that will be used in the performance of this 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 2.3.1 and 5.3 of this RFP.

I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section 4 of this RFP.

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

\_\_\_\_\_, 2014  
Authorized Signature and Date (Shall be signed by the person identified in item #2, above.)

**APPENDIX D**  
**NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM**

**NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM**

1. For all contracts solicited and awarded on or after January 1, 2008: 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, and offer that health insurance to those employees no later than July 1, 2010, if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance, (b) declined health insurance due to other health insurance coverage already in place, or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the State.
3. 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 website link to additional information: <http://insurenemexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it), these requirements shall apply the first day of the second month after the Offeror reports combined sales (from State and, if applicable, from local public bodies if from a State price agreement) of \$250,000; \$500,000; or \$1,000,000.

Signature of Offeror: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX E**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, 13-1-191.1 (2006), any person seeking to enter into a contract with any State agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources, must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective Contractor must disclose whether they, a family member, or a representative of the prospective Contractor has made a campaign contribution to an applicable public official of the State or a local public body during the two (2) years prior to the date on which the Contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two (2)-year period.

Furthermore, the State agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

The following definitions apply:

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

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

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

“Pendency of the procurement process” means the time period commencing with the public notice of the RFP and ending with the award of the Contract or the cancellation of the RFP.

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)



— OR —

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

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Signature

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Date

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Title (position)

**APPENDIX F**  
**SUSPENSION AND DEBARMENT FORM**

## SUSPENSION AND DEBARMENT FORM

The entering of a contract between the Collaborative and the successful Offeror pursuant to this RFP is a “covered transaction,” as defined by 45 C.F.R. Part 76, and other applicable federal regulations. The Collaborative’s contract with the successful Offeror shall contain a provision relating to debarment, suspension, and responsibility. See Section 6.24 of the Contract (Appendix B). All Offerors must provide as a part of their proposals a certification to the Collaborative in the form provided below. Failure of an Offeror to furnish a certification or provide such additional information as requested by the Procurement Manager for this RFP will render the Offeror nonresponsible. Furthermore, the Offeror shall provide immediate written notice to the Procurement Manager for this RFP if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Although the Collaborative may review the veracity of the certification through the use of the federal Excluded Parties Listing System, or by other means, the certification provided by the Offeror in paragraph (a), below, is a material representation of fact upon which the Collaborative will rely when making a contract award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Collaborative, the Collaborative may terminate the contract resulting from this RFP for default.

The certification provided by the Offeror in paragraph (a), below, will be considered in connection with a determination of the Offeror’s responsibility. A certification that any of the items in paragraph (a), below, exists may result in rejection of the Offeror’s proposal for non-responsibility and the withholding of an award under this RFP. If the Offeror’s certification indicates that that any of the items in paragraph (a), below, exists, the Offeror shall provide with its proposal a full written explanation of the specific basis for, and circumstances connected to, the item; the Offeror’s failure to provide such explanation will result in rejection of the Offeror’s proposal. If the Offeror’s certification indicates that that any of the items in paragraph (a), below, exists, the Collaborative in its sole discretion, may request, that the U.S. Department of Health and Human Services and any other applicable federal agency grant an exception under 45 C.F.R. §§ 76.120 and 76.305 and any other applicable federal regulations if the Collaborative believes that the procurement schedule so permits, and an exception is applicable and warranted under the circumstances. In no event will the Collaborative award a contract to an Offeror if the requested exception is not granted for the Offeror.

(a)(1) By signing and submitting a proposal in response to this RFP, the Offeror certifies, to the best of its knowledge and belief, that:

- (i) The Offeror and/or any of its Principals:
  - (A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency;
  - (B) Have  have not , within a three (3)-year period preceding the date of the Offeror’s proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

- (C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this certification;
  - (D) Have  have not , within a three (3)-year period preceding the date of Offeror's proposal, had one or more public agreements or transactions (federal, state, or local) terminated for cause or default; and
  - (E) Have  have not  been excluded from participation from Medicare, Medicaid, other federal health care programs, or other federal behavioral health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7 and other applicable federal statutes.
- (ii) "Principal," for the purposes of this certification, shall have the meaning set forth in 45 C.F.R. § 76.995 and shall include an officer, director, owner, partner, principal investigator, or other person having management or supervisory responsibilities related to a covered transaction. "Principal" also includes a consultant or other person, whether or not employed by the participant or paid with federal funds, who: is in a position to handle federal funds, is in a position to influence or control the use of those funds, or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.
  - (iii) For the purposes of this certification, the terms used in the certification, such as *covered transaction*, *debarred*, *excluded*, *exclusion*, *ineligible*, *ineligibility*, *participant*, and *person* have the meanings set forth in the definitions and coverage rules of 45 C.F.R. Part 76 and other applicable federal regulations.
  - (iv) Nothing contained in the foregoing certification shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

OFFEROR: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPENDIX G**  
**COST PROPOSAL TEMPLATE**

## COST PROPOSAL TEMPLATE

The Offeror shall use this form to provide its cost proposal.

1. Based on the Offeror’s estimated costs of services, please acknowledge if the Offeror can perform the work as outlined in the Contract, not to exceed seven percent (7%) of the total services expense on an annualized basis.
2. If the Offeror cannot perform the scope of work outlined in the Contract for an amount not to exceed seven percent (7%), the Offeror shall provide a proposed incentive award structure that includes (i) specific activities/performance measures and deadlines and (ii) specific amounts associated with each activity/performance measure.
3. The Offeror shall provide a detailed cost estimate for each annual period that includes key cost drivers, including but not limited to staff salary, fringe benefits, information systems, reporting costs, and general overhead. Failure to provide itemized detail constitutes an unresponsive submission.
4. In addition to the cost estimate for the scope of work, the Offeror is requested to provide a cost estimate for an optional provision of the Contract related to retroactive claiming of services for Medicaid federal financial participation. The cost estimate for this scope will not be evaluated for RFP scoring.
5. The Offeror shall use the template below to provide a summary of its cost proposal. The mandatory costs are those included in the draft Contract (see Question 3 above). The optional services are those that are not required, but are additional functions that the Offeror can perform for the Collaborative (see Question 4 above).

<b>Cost Development Summary</b>				
	<b>Contract Period 1 (6 months)</b>	<b>Contract Period 2 (1 year)</b>	<b>Contract Period 3 (1 year)</b>	<b>Contract Period 4 (1 year)</b>
<b>Mandatory Services Cost</b>				
<b>Optional Services Cost</b>				