

THE NEW MEXICO HUMAN SERVICES DEPARTMENT

REQUEST FOR PROPOSALS (RFP)

**Random Moment Sampling and Medicaid Administrative
Claiming**



RFP# 20-630-8000-0003

Release: Date: March 13,2020

Proposal Due Date: April 2,2020

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Random Moment Sampling (RMS) for Medicaid Administrative Claiming. Specifically, the New Mexico Human Services Department (HSD) is seeking an organization to provide these services for HSD and New Mexico State Agencies claiming federal financial participation for Medicaid related activities. Agencies include but are not limited to: Department of Health (DOH), Aging & Long-Term Services Department (ALTSD), Children, Youth & Families Department (CYFD), University of New Mexico. The purpose of this Request for Proposal (RFP) is to select a qualified offeror that has the experience and expertise to perform the mandatory requirements of the RMS and administrative claiming to support the Medicaid program.

B. BACKGROUND INFORMATION

This section provides background on HSD and the Medical Assistance Division (MAD) programs that may be helpful to the offeror in preparing a proposal. The information is provided as an overview and is not intended to be a complete and exhaustive description.

HSD Resources and Locations

HSD has more than 1,800 authorized employees and contracts with community-based providers throughout the state. There are 35 HSD, Income Support Division (ISD) field office locations statewide, with an additional three (3) satellite offices http://www.hsd.state.nm.us/LookingForAssistance/Field_Offices_1.aspx There are also eight (8) quality control offices statewide. HSD's central offices are located in three (3) Santa Fe buildings: Plaza La Prensa (Behavioral Health Services Division and Medical Assistance Division), Rodeo Road Building (Office of the Secretary, Administrative Services Division, Income Support Division, Child Support Division, Office of General Counsel and Office of Inspector General) and Siler Road (Information Technology Division).

Organization of HSD

The State of New Mexico Human Services Department is a cabinet-level Department in the Executive Branch of New Mexico State government. The Agency is headed by a Cabinet Secretary appointed by the Governor and confirmed by the New Mexico State Senate.

HSD consists of the Office of the Secretary and six divisions. *Only those divisions or bureaus within each division that are related to this RFP are described herein.*

Office of the Secretary (OOS). The Office of the Secretary consists of the Secretary of Human Services, the two (2) Deputy Cabinet Secretaries, the Office of General Counsel, the Office of Human Resources, Administrative Services Division and the Office of Inspector General.

The Secretary provides cabinet-level direction for HSD. The Office of General Counsel provides legal support for the Agency. The Office of Inspector General investigates and pursues cases of fraud and abuse and conducts financial and program audits. The Office of Human Resources serves personnel needs of department employees, handles job recruitments, hiring, reorganizations and career counseling, as well as employee insurance and benefits, handles matters related to department personnel policies, provides coaching to the Agency's supervisors and managers, works with labor relations and delivers and coordinates training programs and staff development.

Administrative Services Division. The Administrative Services Division provides general administrative support for HSD and all of its programs, including Medicaid.

Income Support Division (ISD). The Income Support Division is the primary source for eligibility determination for all HSD programs, including Medicaid. The Division's field staff of close to 1,000 employees, supervisors and county directors is administered through four district operations offices under the direction of two Deputy Directors. Field staff is responsible for interviewing applicants/recipients, determining eligibility, and issuing benefits for the food stamp, cash assistance, Medicaid and other assistance programs.

Medical Assistance Division (MAD). The Medical Assistance Division manages and administers the federal Medicaid program and authorized waivers including the Centennial Care program. Medicaid is authorized under Title XIX of the Social Security Act. Federal contribution levels differ by program and vary based on relative ranking of the state in per capita income.

Program Overview Background and History

Covered Services. Medicaid program regulations allow reimbursement for a broad array of health services and providers. Mandated services include, but are not limited to: general acute inpatient hospital care; outpatient hospital services; physician services provided in a variety of settings; nurse midwives; nursing facility services for certain individuals; home health care; rural health clinic services including services in Federally Qualified Health Centers; laboratory and radiology; nurse practitioner services; and medically necessary Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) services. Optional services provided in New Mexico include, but are not limited to: prescription drugs; eyeglasses and hearing aids; organ transplants; dental services; physical, occupational and speech therapies; rehabilitative services; Intermediate Care Facilities for Individual with Intellectual Disabilities (ICF/IID); case management; hospice; transportation services; durable medical equipment and supplies and prosthetic devices.

Administration of the Medicaid Program. HSD works collaboratively with other state agencies in managing Medicaid. Specifically, it works with the Department of Health (DOH), Public Education Department (PED), Aging & Long-Term Services Department, Children (ALTSD), Children, Youth & Families Department (CYFD), New Mexico Corrections Department (NMCD), and Indian Affairs Department (IAD). A program to monitor utilization and detect fraud and abuse is operated by HSD's Office of Inspector General and the Medicaid Fraud Control Unit of the New Mexico Office of the Attorney General.

Fee-For-Service Populations. Some populations for Medicaid benefits are exempt from receiving services through a Centennial Care/managed care. In those instances, HSD reimburses the providers directly. Provider reimbursement methodology can be found on HSD's website under Fee Schedules <http://www.hsd.state.nm.us/providers/fee-schedules.aspx>. This fee schedule is subject to change.

Medicaid Administrative Claiming. HSD has authority to delegate administrative functions set for in Title XIX of the Social Security Act in order to employ methods of administration necessary for the proper and efficient operations of the State Plan. HSD has chosen to exercise this right by delegating certain functions to New Mexico State Agencies including but not limited to: Department of Health (DOH), Aging & Long-Term Services Department (ALTSD), Children, Youth & Families Department (CYFD), University of New Mexico (UNM), and Developmental Disabilities Planning Council (DDPC).

Medicaid Home and Community-Based Services. Medicaid Home and Community-Based waiver programs are authorized in section 1915 (c) of the Social Security Act. The program permits a state to furnish an array of home and community-based services that assist Medicaid beneficiaries to live in the community and avoid institutionalization. HSD administers three (3) 1915 (c) waiver programs which are operated by the Department of Health.

Medicaid Managed Care. Title XIX (Medicaid) of the Social Security Act describes the terms under which a state may implement Medicaid managed care. A state must request a waiver of certain SSA provisions before implementation is possible. Waivers must be approved by CMS. HSD operates an 1115 waiver called Centennial Care.

C. SCOPE OF PROCUREMENT

The scope of the procurement shall encompass the requirements in the contract (Appendix C of this RFP). This procurement will result in a single source award for HSD. The effective date of the proposed contract is June 1, 2020 or upon signature of the New Mexico Contracts Review Bureau (CRB).

The initial term of the contract is expected to be one (1) year, with optional three (3) additional years renewed annually. In no case shall the contracts, including the renewals thereof, exceed a total of four (4) years in duration.

D. PROCUREMENT MANAGER

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

Name: Sharilyn Roanhorse, Procurement Manager
Address: Medical Assistance Division
New Mexico Human Services Department
PO Box 2348
Santa Fe, NM 87504

Phone: 505-827-1307
Fax: 505-827-3138
E-mail: Sharilyn.roanhorse@state.nm.us

2. All deliveries of responses via express carrier must be addressed as follows:

Name: Sharilyn Roanhorse Procurement Manager
c/o Gary O. Chavez Chief Procurement Officer
Reference RFP Name: Random Moment Sampling and Administrative Claiming
RFP# 20-630-8000-0003
Address: Administrative Services Division
Contacts Bureau
New Mexico Human Services Department
1474 Rodeo Road
Santa Fe, New Mexico 87505

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the HSD. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

E. DEFINITION OF TERMINOLOGY

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

“**HSD**” means Human Services Department (also “Agency”)

“**ALTSD**” mean the New Mexico Aging and Long-Term Services Department.

“**Appeal**” means a request for a review related to a dispute relating to the eligibility process, service hours, services, supports, etc.

“**ASD**” means the Administrative Services Division of the New Mexico Human Services Department.

“**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.

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

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

“**Centennial Care**” means the New Mexico Medicaid program. Services including physical health, behavioral health, long-term care and community benefits will be provided by four managed care organizations (MCOs).

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

“**CMS**” means the Centers for Medicare and Medicaid Services (CMS) which is part of the Federal Health and Human Services Department.

“**Confidential**” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

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

“**Contract Manager**” means the individual selected by the Agency to monitor and manage all aspects of the contract resulting from this RFP.

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

“**CRB**” means Contracts Review Bureau.

“**CYFD**” means the New Mexico Children, Youth and Families Department.

“**Day**” means business day unless otherwise specified.

“**DDPC**” means the New Mexico Developmental Disabilities Planning Council.

“Deliverable” means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.

“Department of Information Technology (DoIT)” means the New Mexico Department of Information Technology which is responsible for operating the data center and all communications related items.

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

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

“DOH” means the New Mexico Department of Health.

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

“Employer” means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a “New Mexico Employee”. (See below.)

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

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

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

“Fraud” means an intentional deception or misrepresentation made by an entity or person with the knowledge that the deception could result in some unauthorized benefit to himself or to some other previously described entity or person. It includes any act that constitutes fraud under applicable federal or state law.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996.

“Human Services Department (HSD)” means the sole executive department in New Mexico responsible for the administration of Title XIX (Medicaid). “HSD” may also indicate the Agency’s designee, as applicable.

“**IT**” means Information Technology.

“**Managed care organization (MCO)**” means an organization licensed to manage, coordinate and assume financial risk on a capitated basis for the delivery of specified services to enrolled members from a certain geographic area. Also referred to as a managed care plan and managed care program.

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

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

“**New Mexico Employee**” means anyone performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer’s office or offices.

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

“**PED**” means the New Mexico Public Education Department.

“**Performance measurement (PM)**” means data specified by the state that enables performance to be determined.

“**Price Agreement**” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

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

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

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

“**Prospective**” means a period of time starting with the date of application going forward.

“**Quality Assurance**” means a process of discovery, both prospective and retrospective to evaluate the program; identifies areas for remediation; and implements quality improvement strategies to ensure that appropriate and timely action is taken, as indicated.

“

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

“**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“**Requirements**” are obligatory and mean the system functions that are related to the organization’s goals and business opportunities. Requirements are defined by the project team and are usually prioritized.

“**Responsible Offeror**” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

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

“**RMS**” means Random Moment Sample.

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

“**Solicitations**” means Invitations to Bid (ITBs) and Requests for Proposals (RFPs).

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

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

“**State Agency**” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

“**State plan**” means a statewide plan for Medicaid services submitted for approval to CMS under Title XIX of the federal Social Security Act.

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

“**Subcontract**” means a written agreement between a contractor and a third party or between a subcontractor and another subcontractor, to provide services.

“**Subcontractor**” means a third party who contracts with a contractor or a subcontractor for the provision of services.

“**UNM**” means the University of New Mexico.

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

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

F. PROCUREMENT LIBRARY

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

Procurement Regulations and Request for Proposal – RFP instructions:

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

No one at the Agency other than the Procurement Manager will answer any questions about any materials in the Procurement Library. Offerors are also encouraged to use the Agency website for additional information.

1. Medical Assistance Division Program Policy Manual (See Chapters 300 & 302). Available on website: <http://www.hsd.state.nm.us/providers/rules-nm-administrative-code-.aspx>
2. Description of New Mexico Medicaid Eligibility Categories. Available on website: http://www.hsd.state.nm.us/uploads/files/Looking%20For%20Information/General%20Information/Rules%20and%20Statutes/Medical%20Assistance%20Division/MAD%20NMAC%20Eligibility%20Program%20Manual/Eligibility%20Pamphlets/EP%20revised%206_17.pdf

3. Procurement Code NMSA 1978, Section 13 (1997. Pamp. & 2000 Cum. Supp.). Available on website:
<http://public.nmcompcomm.us/nmpublic/gateway.dll/?f=templates&fn=default.htm>
4. Procurement Regulations, NMAC 1.4.1. A copy may be obtained from the following web site address:
<http://www.generalservices.state.nm.us/uploads/files/SPD/User%20Guides/1%204%201%20NMAC.pdf>
5. Human Services Department Medicaid Administrative Claiming Guides
<http://www.hsd.state.nm.us/LookingForInformation/open-rfps.aspx>.
6. Human Services Department contracts with State Agencies & Staffing
<http://www.hsd.state.nm.us/LookingForInformation/open-rfps.aspx>.

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

	Action	Responsibility	Date*
1	Issue of RFP	HSD	March 13, 2020
2	Deadline for Submission of Acknowledgement of Receipt Form	Potential Offerors	March 24, 2020
3	Pre-Proposal Conference	HSD	March 24, 2020
4	Deadline to Submit Additional Questions by Email	Potential Offerors	March 26, 2020
5	Response to Written Questions/RFP Amendments	Procurement Manager	March 30, 2020
6	<i>Deadline for Submission of Proposal</i>	<i>Offerors</i>	<i>April 2, 2020</i>
7	Proposal Evaluation	Evaluation Committee	April 6 to April 9, 2020
8	Selection of Finalists	Evaluation Committee	April 9, 2020
9	Best and Final Offers From Finalists	Offerors	April 14, 2020
10	Oral Presentations and/or Product Demonstrations by Finalists	Offerors	April 29-30, 2020

11	Finalize Contract	HSD/Offeror	May 6, 2020
12	Contract Award	HSD	May 18, 2020
13	Protest Deadline	Other Offerors	15 Days after the Contract Award
14	Effective Date of Contract (Approximate)	HSD	June 1, 2020

*All dates except items one (1) and six (6) are approximate. The Procurement Manager will make every effort to adhere to the following schedule but reserves the right to change the schedule at her discretion.

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the New Mexico Human Services Department stated in Section II. A., SEQUENCE OF EVENTS.

<http://www.hsd.state.nm.us/LookingForInformation/open-rfps.aspx>.

2. Acknowledgement of Receipt

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, Appendix A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 3:00 pm MST or MDT stated in Section II. A., SEQUENCE OF EVENTS.

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

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in the sequence of events beginning at 1:30 PM MST or MDT at the following location:

**Medical Assistance Division
1 Plaza la Prensa
Santa Fe, NM 87507**

**Tele-conference will be offered. Potential offeror(s) should call
1-800-747-5150 and use participant code 0440241**

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 4:00 PM MST or MDT stated in Section II. A., SEQUENCE OF EVENTS. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

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

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST or MDT stated 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 addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **Random Moment Sampling and Medicaid Administrative Claiming** RFP# 20-630-8000-0003. Proposals submitted by other electronic means will not be accepted.

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

7. Proposal Evaluation

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

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II. A., SEQUENCE OF EVENTS or as soon as possible. Only Finalists will be invited to participate in the subsequent steps of the procurement. A schedule for the oral presentation and demonstration will be determined at this time.

9. Best and Final Offers

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

10. Oral Presentations

Finalist Offerors will be required to demonstrate their product and respond to Evaluation Committee questions at a location to be determined as per schedule Section II. A., SEQUENCE OF EVENTS or as soon as possible. The Agency reserves the right to extend the time at its sole discretion. All oral presentations will be held in Santa Fe, New Mexico. Finalist offerors will be limited to duration of presentation of not more than two (2) hours.

11. Finalize Contractual Agreements

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

12. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in Section II.

A., SEQUENCE OF EVENTS or as soon as possible thereafter. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office.

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

13. Protest Deadline

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

Office of General Counsel
1474 Rodeo Road
Santa Fe, New Mexico 87505

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

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

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

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

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
 - 1. confidential financial information concerning the Offeror's organization;
 - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - 3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Agency shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

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

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

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

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

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

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

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

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

21. Notice of Penalties

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

22. Agency Rights

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

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

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

25. Confidentiality

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

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

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

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

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

28. New Mexico Employees Health Coverage

A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information
<http://www.bewellnm.org>
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

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

30. Letter of Transmittal

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

- A. Identify the submitting business entity.
- B. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
- C. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
- D. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
- E. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
- F. Describe the relationship with any other entity which will be used in the performance of this awarded contract.

G. Identify the following with a check mark and signature where required:

1. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
2. **Explicitly** indicate acceptance of Section V of this RFP; and
3. Acknowledge receipt of any and all amendments to this RFP.

H. Be signed by the person identified in para 2 above.

31. Pay Equity Reporting Requirements

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

32. Disclosure Regarding Responsibility

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

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

erroneous or became erroneous by reason of changed circumstances.

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

33. New Mexico Preferences

This procurement does not qualify for the NM Resident Business Preference or the NM Veteran's Preference because it is partially supported by federal funding from the Centers for Medicare and Medicaid Services.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors must deliver:

1. **Technical Proposals** – One (1) ORIGINAL, four (4) HARD COPIES, and one (1) copy on thumb drive of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. **The electronic version/copy can NOT be emailed.**
 - Proposals containing confidential information **must** be submitted as two separate binders:
 - **Unredacted** version for evaluation purposes
 - **Redacted** version (information blacked out and not omitted or removed) for the public file
2. **Cost Proposals** – One (1) ORIGINAL, four (4) HARD COPIES, and one (1) copy on thumb drive of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals. **The electronic copy can NOT be emailed.**

The electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e. One (1) **unredacted usb**, one (1) **redacted usb**). **The electronic version can NOT be emailed.**

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

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

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals and copy on thumb drive or CD proposals:

1. Proposal Content and Organization

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

Technical Proposal (Binder 1):

- A. Signed Letter of Transmittal
- B. Table of Contents
- C. Proposal Summary
- D. Response to Contract Terms and Conditions
- E. Offeror's Additional Terms and Conditions
- F. Response to Specifications (**except cost information which shall be included in Cost Proposal/Binder 2 only**)
 - A. Organizational Experience
 - B. Organizational References
 - C. Other Administrative Responsibilities
 - D. Quality Assurance and Program Integrity
 - E. Random Moment Sampling
 - F. Administrative Claiming
 - G. Information Systems Capacity and Reports
 - H. Customer service
 - I. Financial Stability
 - J. Signed Campaign Contribution Form
 - K. New Mexico Preferences (If applicable)
- G. Signed Campaign Contribution Form
- H. Suspension and Debarment Requirement Form
- I. Other Supporting Material (If applicable)

Cost Proposal (Binder 2):

- 1. Completed Cost Response Form

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. All discussion of proposed costs, rates or expenses must occur only in Binder #2 on the cost response form.

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

2. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in Appendix E which must be completed and signed by an individual person authorized to obligate the company.

3. Table of Contents

The table of contents must contain a list of all sections of the proposal and the corresponding page numbers.

4. Proposal Summary

The proposal summary must be five (5) pages or less. It shall provide the Evaluation Committee with an overview of the technical and business features of the proposal. This material will not be used in the evaluation process but may be used in public notifications regarding the successful offeror's selection.

5. Response to Department's Terms and Conditions

The offeror shall explicitly indicate acceptance of the General Requirements (Section II.C) and the Contract Terms and Conditions (Appendix C). As provided in Section II.C.15, should the offeror object to any of the Agency's terms and conditions, as contained in Appendix C, the offeror must propose specific alternate language. The offeror must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

6. Offeror's Additional Terms and Conditions

Offerors must submit with the proposal a complete set in writing of any additional terms and conditions they request to have included in a contract negotiated with the Department.

7. Response to Mandatory Specifications

The Mandatory Specifications may be found in Section IV of the RFP. This section contains information required in the submission of proposals. Offerors must respond in the form of a thorough narrative to each numbered requirement in the order in which

they appear in this section. The offeror must identify, in full, the question being answered and its response to that question.

8. Campaign Contribution Disclosure Form

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

9. Suspension and Debarment Requirement Form

The offeror must complete the certification form in Appendix G to certify compliance with federal regulations relating to suspension and debarment.

10. Lobbying

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any 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 federal appropriated funds have been paid or will be paid to any person 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 of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

IV. SPECIFICATIONS

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

A. SUMMARY SCOPE OF WORK

1. Performance Measures

The HSD has established a strong foundation for promoting and monitoring quality and access.

A. Goals

1. Improve the value and ranges of services we provide to ensure that every qualified New Mexican receives timely and accurate benefits.
2. Create effective, transparent communication to enhance public trust.
3. Successfully implement technology to give customers and staff the best and most convenient access to services and information.

B. Objectives

1. Select a Contractor to perform quarterly Random Moment Time Sampling (RMS) of New Mexico (NM) State Agencies;
2. Collect NM State Agencies financial information for calculation of quarterly administrative claiming invoices for Medicaid reimbursement. Generate and review final administrative claiming invoices to provide NM State Agencies with Medicaid reimbursement for their allowable administrative expenses in support of the Medicaid program

C. Activities

This effort will be completed through the various activities listed below:

1. Collect the Participant List to enable the quarterly reporting of allowable NM State Agencies staff whose activities will be surveyed by the RMS.
2. Administer RMS of activities of staff to enable the measurement of administrative activities that are reimbursable under Medicaid, in accordance with the approved NM Medicaid Administrative Claiming Implementation Plans/Guides.
3. Provide specially trained, centrally-coordinated staff under the direction and supervision of the Contractor whose responsibility is to review time study responses and to determine the appropriate CMS-approved time study activity designation for those responses and to calculate time study statistics.
4. Administer Financial Reporting and Administrative Claim calculation to prepare quarterly invoices. This will enable the drawdown of federal Medicaid matching funds from CMS via the CMS-64 for distribution to NM State Agencies.

5. Provide HSD and NM State Agencies with management reports, time study compliance monitoring, and management and post-claiming quality assurance and review to assist in assuring program integrity.
6. Perform all the above consistent with the HSD and CMS operational and security policies.

B. TECHNICAL SPECIFICATIONS

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

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

1. Organizational Experience

General Expectations:

The offeror will:

1. Perform Random Moment Sampling (RMS) and Administrative Claiming for New Mexico State Agencies participating in the Medicaid Program.
2. Perform all work associated with this contract in the United States.
3. Employ sufficient staff as required to ensure completion of all RMS and/or Administrative Claiming responsibilities in accordance with established timelines.
4. Maintain a level of work performance consistent with high professional standards in the industry. All employees assigned to perform work relating to this contract will be capable, efficient and no less qualified than other employees of the contractor performing the same or similar work.

Mandatory Requirements:

1. Submit a statement of relevant corporate experience within the last five (5) years, including the experience of major subcontractors.
2. Provide the name and address of the offering company/organization and its parent company (if applicable), including any “doing business as” either in New Mexico or in other locations.
3. Provide a table of the organization or organizational chart including an explanation of the functions of the significant operating units within New Mexico and/or in other locations for this contract.
4. Provide documentation describing the offeror’s relationship to parent, affiliated or related business entities including, but not limited to, subsidiaries, joint ventures, or sister corporations.
5. For any of the offeror’s (to include the offeror’s parent organization, affiliates and subsidiaries) contracts listed in #4 above, has the other contracting party notified the offeror that it has found the offeror to be in breach of the contract (failed to meet a contract requirement)? If yes:

6. Please provide a description of the events concerning the breach, specifically addressing the issue of whether or not the breach was due to factors beyond the offeror's control.
7. Was a corrective action plan (CAP) or its equivalent imposed? If so, describe the steps and timeframes in the CAP and whether the CAP was completed.
8. Was a sanction imposed? If so, please describe the sanction, including the amount of any monetary sanction (e.g., penalty or liquidated damage).
9. Was the breach the subject of an administrative proceeding or litigation? If so, what was the result of the proceeding/litigation?

The offeror shall provide the required information for all public sector contracts (including, but not limited to, Medicaid, Medicare, CHIP, and public employees) as well as any non-public sector contracts that cover more than 200,000 lives.

2. Organizational References

General Expectations:

The offeror will:

1. Ensure its staff possess sufficient current knowledge of the requirements of this Scope of Work, and the applicable State and Federal regulations

Mandatory Specifications:

1. Provide three (3) external corporate references from clients who have received similar services to those proposed for this contract, especially those projects in the public sector that have occurred within the past five (5) years. If the offeror proposes to use subcontractors for significant portions of the scope of work, the offeror shall provide additional three (3) external references for each major subcontractor, if applicable. Offerors are required to submit Appendix F, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Sec I Paragraph D. It is the Offeror's responsibility to ensure the completed forms are received on or before April 2, 2020 for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the vendor's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, HSD reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Para C.18.

Offerors shall submit the following Business Reference information as part of Offer:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

3. Oral Presentation/Product Demonstration

If selected as a finalist, HSD will ask the finalists to provide the Evaluation Committee the opportunity to interview all proposed core staff during an oral presentation and review the information systems capabilities at a date, time, and place set by the Procurement Manager.

4. Mandatory Specifications

A. Other Administrative Responsibilities

General Expectations:

The offeror shall:

1. Demonstrate the flexibility to work with HSD, New Mexico State Agencies and stakeholder groups on the successful implementation of program changes.
2. Provide HSD with assistance in submitting and negotiating with CMS any required updates to the current Medicaid Administrative Claiming Implementation Plans/Guides.
3. Coordinate as necessary with HSD and New Mexico State Agencies to assure participant questions are appropriately directed.
4. Be responsive, and respond within one (1) business day, to HSD and New Mexico State Agencies.
5. Be expected to function as a partner to HSD and New Mexico State Agencies. This partnership will include availability to attend three (3) on-site quarterly meetings (at offerors expense) and providing input on issues as requested.
6. Participate in ad hoc conference calls at HSD and New Mexico State Agencies' requests.
7. Be available to participate in audit activities as requested.
8. Assist with HSD and New Mexico State Agencies audits of the offeror's work by making RMS and/or Administrative Claiming documentation available electronically through an online system.

Mandatory Requirements:

1. Provide a preliminary work plan identifying the key tasks to be completed by the offeror, HSD and the State Agencies as well as outstanding issues that need to be addressed before contract implementation, with estimated timeframes and responsible parties.
2. Describe the offeror's internal compliance program to assist the HSD and New Mexico State Agencies audit activities.
3. Describe the offeror's plan for attending annual face-to-face meetings.
4. Describe the offeror's process for problem resolution related to this project.
5. Describe the offeror's capacity to teleconference and conduct web-based conferencing.

B. Quality Assurance and Program Integrity

General Expectations:

The offeror must be committed to ensuring program compliance and integrity. HSD and New Mexico State Agencies are dedicated to preventing, detecting and addressing fraudulent and/or abusive billing practices. The Medicaid Integrity Program requires collaboration between HSD and offeror to review activities of HSD and New Mexico State Agencies, perform audits, identify overpayment, communicate via email or telephone regarding audit findings and educate HSD and New Mexico State Agencies about false claims.

The offeror shall:

1. Have policies and procedures to address prevention, detection, preliminary investigation and reporting of potential and/or actual fraud and abuse on the part of subcontractors and HSD and New Mexico State Agencies.
2. Have a comprehensive internal program to prevent, detect, investigate and report suspicious activity or potential fraud or abuse.
3. Have specific program controls and program quality assurance, compliance and integrity activities.
4. Report any indication of data reporting errors to HSD and New Mexico State Agencies immediately and promptly.
5. Cooperate with the Medicaid Fraud Control Unit (MFCU) and other investigatory agencies.
6. Not retaliate against any employee, agent, participant, or contractor who makes a good faith complaint, whether it be an internal or external complaint, about potential Medicaid fraud and abuse.
7. Comply with regulations related to program integrity, set forth in 42 C.F.R. §455 <https://www.gpo.gov/fdsys/pkg/CFR-2006-title42-vol4/pdf/CFR-2006-title42-vol4-part455.pdf>.
8. Comply with the Deficit Reduction Act of 2005 <https://www.cms.gov/Regulations-and-Guidance/Legislation/DeficitReductionAct/index.html>.
9. Comply with the CMS Medicaid Integrity Program <https://www.cms.gov/Medicare-Medicaid-Coordination/Fraud-Prevention/MedicaidIntegrityProgram/index.html>.

Mandatory Requirements:

1. Describe the offeror's internal Fraud and Abuse or Program Integrity Program.
2. Describe the offeror's policies and procedures to address prevention, detection and reporting of potential and actual fraud and abuse.
3. Describe the offerors fraud and abuse detection/prevention training activities for employees and providers.

C. Random Moment Sampling

General Expectations:

The offeror will be responsible for conducting the quarterly Random Moment Sampling (RMS) of New Mexico State Agencies participating in the Medicaid program. The number of cost pools may vary depending on the number of HSD contracts with State Agencies. Quantified results from the RMS will be used to allocate the amount of time staff spent on Medicaid and non-Medicaid reimbursable activities.

The offeror shall:

1. Implement and maintain a statewide RMS online service. The RMS will be comprised of separate cost pools for each New Mexico State Agency participating in the RMS.
2. Conduct face-to-face and/or web-based trainings statewide of the participants in the RMS process. Be available to conduct additional web-based training sessions as needed.
3. Conduct RMS activities every quarter within deadlines set by HSD.
4. Randomly select a sample of staff and moments, using a statistically valid methodology necessary to attain a precision level of +/- 5% with a 95% confidence level
5. Conduct coding of RMS responses received from New Mexico State Agencies as per CMS regulations.
6. Promote consistency and accuracy of the RMS coding requirements with no variations.
7. Communicate with the HSD and New Mexico State Agencies, within one (1) business day, regarding any delays or problems related to the RMS process.
8. Provide quarterly RMS coding responses to New Mexico State Agencies for use for training and program improvement.

Mandatory Requirements:

1. Describe the face-to-face and/or web-based training program for HSD and the New Mexico State Agencies of the RMS process. If web-based training will be used, describe how secures access will be established.
2. Submit a sampling methodology for the RMS that is consistent with and complies with the sampling criteria outlined necessary to attain a precision level of +/- 5% with a 95% confidence level Describe how the RMS will be conducted, how activity will be coded, and how results will be submitted to

HSD and the New Mexico State Agencies. Coding will include distinction of services categorized as being provided by Skilled Professional Medical Personnel (SPMP).

3. Describe the review of the sampled moment activity descriptions and coding to ensure consistency and compliance with the NM Medicaid Administrative Claiming Implementation Plan/Guides.
4. Describe the methodology used to assure homogeneity among sampled groups.
5. Describe how quarterly RMS coding responses will be provided to New Mexico State Agencies.

D. Administrative Claiming

General Expectations:

The offeror shall:

1. Conduct face-to-face and/or web-based trainings statewide for all HSD and the New Mexico State Agencies currently participating in Administrative Claiming and any additional sites should they decide to participate.
2. Communicate with HSD and the New Mexico State Agencies, within one (1) business day, regarding any delays or problems related to the Administrative Claim process.
3. On a quarterly basis, develop and complete a claim for all the New Mexico State Agencies participating in Administrative Claiming.
4. Provide an online document storage solution to maintain financial documentation utilized to complete quarterly administrative claims.

Mandatory Requirements:

1. Describe the methodology for developing the Administrative Claim.
2. Describe which and how financial information will be collected from the participating the New Mexico State Agencies and how accuracy of the information collected will be verified.
3. Describe the timeline and method in which the claim will be submitted to HSD.
4. Provide a sample claim utilized by another client.
5. Describe how New Mexico State Agencies financial documentation will be maintained in the system to support state/federal audit processes.

E. Information Systems Capacity and Reports

General Expectations:

The offeror will:

1. Maintain secure online services to support the activities related to the Offeror's proposal and meet the Procuring Agency's requirements, including back-up systems to provide service in case of system disaster or malfunction.
2. Provide various standard or ad hoc reports in formats and detail as required by the Procuring Agency, Centers for Medicaid and Medicare Services, or other federal,

state, school, or government agencies in order for the Procuring Agency to meet its reporting or compliance requirements.

3. Provide and maintain data and documentation in a format acceptable, such as PDF and Excel spreadsheets, to the Procuring Agency for the term of the contract period and a period of no less than 10 years from the termination of any contract with the Procuring Agency. Delivery of such data or documentation will be in a format and location determined by the Procuring Agency.

Mandatory Requirements:

1. Describe the approach or method that the Offeror will use to meet the requirements of the RFP, General Expectations of this section, and perform the work included in its proposal. Include in the response any aspects related to delivery of service in light of system disaster or malfunction recovery situations, online security, and system maintenance periods.
2. Explain how the Offeror will assure deliver of its services under the requirements of this RFP in a secure manner.

F. Customer Service

General Expectations:

The offeror shall:

1. Provide on-site, telephonic and e-mail technical assistance on the RMS, Administrative Claiming process during normal state business hours. Inquiries will originate from HSD and the New Mexico State Agencies.
2. Respond to telephonic, mailed, and electronic inquiries from HSD and the New Mexico State Agencies within one (1) business day.
3. Maintain, at offeror's cost, a sufficient number of toll-free telephonic/electronic lines for the use of HSD and the New Mexico State Agencies and other callers during normal business hours.
4. Be able to accommodate non-English speaking and hearing and visually impaired customers.
5. Have the ability to trace receipt and status of submitted requests and report the number of inquiries received and all associated timelines.

Mandatory Requirements:

1. Describe how the offeror will maintain customer service resources to meet the needs of the HSD and the New Mexico State Agencies. Provide your proposed staffing of the customer service function.
2. Describe the offeror's step-by-step customer service processes and procedures and how the offeror will monitor the process and quality of service.
3. Provide examples of how the offeror has worked proactively with state agencies and other stakeholders.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

- a. List any pending lawsuit or bankruptcy petitions, any lawsuit or bankruptcy that has been concluded within the last five years, or any current investigation of the offeror, its parent, affiliates, or subsidiaries that may be relevant to the operation of this program. Include a brief description of each item listed.
- b. Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

2. RESERVED

3. Letter of Transmittal Form

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

4. Campaign Contribution Disclosure Form

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

5. Cost

Offerors must complete the Cost Response Form in Appendix H. The offeror should indicate a total cost per state fiscal year for implementation of their service. The cost should be inclusive of completing all of the specifications related Random Moment Surveys and Administrative Claiming. All charges listed on Appendix D must be justified and evidence of need documented in the proposal.

6. Resident Business or Resident Veterans Preference

This procurement does not qualify for the NM Resident Business Preference or the NM Veteran's Preference because it is partially supported by federal funding from the Centers for Medicare and Medicaid Services.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

	Points
Technical Specifications	
1. Organizational Experience (100 points)	
• Experience in other states	70
• Staffing capacity	30
2. Organizational References (25 points)	25
3. Oral Presentation/Demonstration (100 points)	
• Ease of system use	25
• Online training	25
• Reference materials	20
• Level of presentation detail	30
4. Mandatory Specifications	
A. Other Administrative Responsibilities (50 points)	
• Preliminary work plan	10
• Audit/problem resolution responsibilities (working with State Agencies)	25
• Availability (face-to-face, teleconferencing)	15
B. Quality Assurance & Program Integrity (50 points)	50
C. Random Moment Sampling (100 points)	
• Training of State Agencies	30
• Sample methodology	20
• Overall process (sampling, coding, results to State Agencies)	30
• Review of coding process	20
D. Administrative Claiming (100 points)	
• Training of State Agencies	30
• Develop claim/sample claim	20
• Timeline/method claim to office	30
• Verify State Agencies financial information	20

F. Information Systems Capacity & Reports (100 points)	
• Security/System Maintenance/Reliability	25
• File storage and back-up	25
• Reports	50
G. Customer Service (75 points)	75
Business Specifications	
1. Financial Stability	
• No pending lawsuits/bankruptcy	Pass/Fail
• Financial statements (solvency)	Pass/Fail
2. Reserved	
3. Letter of Transmittal Form Provided	Pass/Fail
4. Campaign Contribution Disclosure Form Provided	Pass/Fail
5. Cost Proposal (300 points)	300
Total	1,000

The evaluation committee will use a consensus scoring process. Only the final committee score sheet will be retained.

B. EVALUATION FACTORS

Points will be awarded on the basis of the quality of the response, clarity of the response, perceived likelihood of the success of the response and/or applicability of the response to the need at hand for the following evaluation factors:

1. B.1 Organizational Experience (100 points)

The offeror shall be evaluated on its experience and expertise in conducting Random Moment Sampling and Administrative Claiming activities as identified within this RFP.

2. B.2. Organizational References (25 points)

Points will be awarded based upon an evaluation of the responses to a series of questions as per Appendix F. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will be awarded zero (0) points.

3. B.3. Oral Presentation (100 points)

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda.

4. B.4.Mandatory Specifications

A. Other Administrative Responsibilities (50 points)

The offeror shall be evaluated on its ability to function as a partner to HSD and the New Mexico State Agencies by setting forth a preliminary work plan for the project, assisting in auditing activities, participating in meetings and ad-hoc conference calls and assisting in problem resolution.

B. Quality Assurance and Program Integrity (50 points)

The offeror shall be evaluated on the organization’s approach to preventing, detecting and addressing fraudulent and/or abusive billing practices in the Medicaid program.

C. Random Moment Sampling (100 points)

The offeror shall be evaluated on the organization’s ability to conduct Random Moment Sampling in an accurate and timely manner.

D. Administrative Claiming (100 points)

The offeror shall be evaluated on the organization’s ability to develop an accurate and thorough administrative claim.

E. Information Systems Capacity and Reports (100 points)

The offeror shall be evaluated on its information systems capacity and ability to produce reports to the HSD and the New Mexico State Agencies.

F. Customer Services (75 points)

The offeror shall be evaluated on its ability to provide customer service including technical assistance on the RMS, Medicaid Administrative Claiming.

5. C.1. Financial Stability

Pass/Fail only. No points assigned.

6. C.3. Letter of Transmittal

Pass/Fail only. No points assigned.

7. C.4. Campaign Contribution Disclosure Form

Pass/Fail only. No points assigned.

8. C.5 Cost Proposal (300 points)

The offeror will be evaluated based on the total cost of implementation of the program for the 1 year contract period.

$$\text{Offeror's Points} = \frac{\text{Lowest Equivalent Total Cost}}{\text{Offeror's Total Cost}} \times \text{Maximum Points Allowed}$$

9. Oral Presentation/Demonstration

Points for the oral presentation will be awarded based upon an evaluation of the qualifications of the proposed staff. Effective communication, technical knowledge, experience with similar contracts and the quality of the responses to questions will be the principle criteria for the evaluation.

C. EVALUATION PROCESS

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

**APPENDIX A –
ACKNOWLEDGEMENT OF RECEIPT FORM**

REQUEST FOR PROPOSAL

Random Moment Sampling Medicaid , Administrative Claiming

RFP #20-630-8000-0003

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 3:00 PM MST or MDT 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 written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Sharilyn Roanhorse, Procurement Manager
Random Moment Sampling and Administrative Claiming
RFP #20-630-8000-0003
Santa Fe, NM 87505
Fax: 505-827-3138
E-mail: Sharilyn.roanhorse@state.nm.us

All deliveries via express carrier should be addressed and delivered as follows:

Sharilyn Roanhorse, Procurement Manager,

c/o Gary O. Chavez Chief Procurement Officer
Random Moment Sampling and Administrative Claiming
RFP# 20-630-8000-0003
Administrative Services Division Contacts Bureau
New Mexico Human Services Department
1474 Rodeo Road
Santa Fe, New Mexico 87505

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**APPENDIX B –
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Campaign Contribution Disclosure Form

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

Contractor

—OR—

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

Signature

Date

Title (Position)

Contractor

**APPENDIX C –
SAMPLE CONTRACT**

SAMPLE CONTRACT (Subject to Change)

STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as the “HSD,” and **[Insert Contractor Name]**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the _____ (“___”).

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.

2. Compensation.

A. The HSD shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed **[Insert Contract Amount]** including gross receipts tax, if applicable, **in FYXX**. 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 New Mexico gross receipts tax, if applicable, levied on the amounts payable under this PSC shall be paid by the Contractor. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The 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 Section set forth below and to any negotiations between the parties from year to year pursuant to Section 1, Scope of Work, and to approval by the HSD. 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 agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL EXECUTED BY THE CONTRACTS REVIEW BUREAU (CRB). This Agreement shall terminate on June 30, 20XX, unless terminated pursuant to Section 4 (Termination), or Section 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

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 Section (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 the HSD must do to cure such material breaches. Contractor's notice of termination shall only be effective (iii) if the HSD does not cure all material breaches within the thirty (30) day notice period or (iv) 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 Section 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 AGENCY'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 agency 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 Procuring Agency.

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.

A. “**Confidential Information**” shall mean information, data, or materials of a party (the “**Disclosing Party**”) disclosed to the other party (the “**Receiving Party**”) which are to the Disclosing Party secret, proprietary and/or confidential. Confidential Information of a Disclosing Party shall also expressly include all data, information, materials and subject matter, methods,

processes, techniques, systems and know-how. All of the foregoing shall be Confidential Information hereunder irrespective of its field of use and whether it is: (1) owned by the Disclosing Party, leased or licensed from third parties held for the benefit of or in connection with its clients, customers, business partners or investors; (2) intangible or tangible, but if tangible, regardless of form, medium or physical format including paper documents or graphic or machine readable media; and (iii) actually disclosed to a party, but if actually disclosed, whether in whole or in part or orally or in writing.

B. Notwithstanding the foregoing, the Receiving Party shall have no obligation under Section 10(a) with respect to any Confidential Information which the Receiving Party can demonstrate by reasonable written evidence contemporaneous with the event of the exclusion sought to be used hereunder: (i) was already known to it at the time of its receipt hereunder or under any predecessor to this Agreement; (ii) is or becomes generally available to the public other than by means of breach of this Agreement or any predecessor to this Agreement; (iii) is independently obtained from a third party (other than any authorized recipient) whose disclosure to the Receiving Party does not violate a duty of confidentiality; (iv) is independently developed by or on behalf of the Receiving Party without use of, reference to or reliance on any Confidential Information. If the Receiving Party is required by a court or other body of competent jurisdiction to disclose the Confidential Information, the Receiving Party may disclose only so much Confidential Information as is legally required, provided that the Receiving Party has given notice of such compelled disclosure to the Disclosing Party and has given the Disclosing Party a reasonable opportunity, at its own expense, to object to such disclosure and has provided reasonable assistance in obtaining and enforcing a protective order or other appropriate means of safeguarding any Confidential Information so required to be disclosed.

C. Receiving Party will not publish or otherwise disclose to third parties outside it employ, or acting as legal counsel to the Receiving Party and any information acquired by the Receiving Party from the Disclosing Party as a result of this Agreement and not to use such proprietary or confidential information for any reason other than to perform its obligations hereunder. A Receiving Party will advise all of its employees and independent contractors who receive information relating to the Disclosing Party under this Agreement that such information is confidential and must not be disclosed to anyone without the other Party's permission. The Receiving Party will use at least the same care and discretion to avoid disclosure of the Disclosing Party's proprietary or confidential information as it uses to protect its own similar information, but not less than reasonable care.

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, and Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1. in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this 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 Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3. in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this 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 Section 10-16-9(A) NMSA 1978 because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this 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 Section 10-16-13 NMSA 1978, 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 Section 10-16-3 and Section 10-16-13.3 NMSA 1978, 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 Section 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 Section 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 Section 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 Section 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 Section 4 herein, or to agree to the reduced funding.

14. Merger.

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

15. Penalties for Violation of Law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, 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 Section 38-3-1 (G) NMSA 1978. 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 time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of five (5) years from the date of final payment under this Agreement. The records shall be subject to inspection by the HSD, the Department of Finance and Administration and the State Auditor. The HSD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the HSD to recover excessive or illegal payments.

B. Contract for an independent A-133 audit at the Contractor's expense, as applicable. 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 this Agreement shall cover compliance with Federal Regulations and all financial transactions hereunder for the entire term of the Agreement in accordance with procedures promulgated by OMB Circulars or by Federal program officials for the conduct and report of such audits. An official copy of the independent auditor's report shall be made 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 Section 19(B) 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 a schedule of financial expenditures for each program to facilitate ease of reconciliation by the HSD. This audit shall also include a schedule of depreciation for all property or equipment with a purchase price of \$5,000 or more pursuant to OMB Circulars A-21, A-87, A-110, A-122 and A-133 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 OMB Circulars A-21, A-87, A-110, A-122 and A-133 where appropriate.

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 this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of this Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all 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:

[Insert contact manager
Human Services Department, Medical Assistance Division
PO Box 2348
Santa Fe, NM 87504
Insert Phone
Insert email address]

To the Contractor: **[Insert Contractor Information]**

25. Debarment and Suspension

A. Consistent with either 7 C.F.R. Part 3017 or 45 C.F.R. Part 76, as applicable, and as a separate and independent requirement of this PSC the Contractor certifies by signing this PSC, 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 PSC, 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 PSC, 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 PSC was entered into by the parties. The Contractor's certification in Paragraph A, above, shall be a continuing term or condition of this PSC. As such at all times during the performance of this PSC, 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 PSC 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 PSC, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this PSC 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 PSC 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 PSC.

C. As required by statute, regulation or requirement of this PSC, 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

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 or Subparts B and C of 7 C.F.R. Part 3018, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance is placed when this PSC is made and entered into. Submission of this certification is a prerequisite for making and entering into this PSC 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 PSC. 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 PSC.

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 PSC, 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 PSC 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;
3. Provide all employees engaged in performance of the PSC with a copy of the statement required by subparagraph B(1);
4. 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;
5. 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;
6. 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

7. 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 and sanctions assessed as a result of the HSD audits, federal audits, and disallowances of the services provided pursuant to this PSC and the administration thereof.

B. The Contractor will make repayment of any funds expended by the HSD, subject to which an auditor with the jurisdiction and authority 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. 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 Contracts Review Bureau.

By: _____
HSD Cabinet Secretary

Date: _____

By: _____
HSD Office of General Counsel

Date: _____

By: _____
HSD Chief Financial Officer

Date: _____

By: _____
Contractor

Date: _____

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

ID Number: [Insert Contractor Tax ID#]

By: _____
Taxation and Revenue Department

Date: _____

This Agreement has been approved by the Contracts Review Bureau:

By: _____
Contracts Review Bureau

Date: _____

Exhibit A

Scope of Work

I. Performance Measures

The HSD has established a strong foundation for promoting and monitoring quality and access.

A. Goals

1. Improve the value and ranges of services we provide to ensure that every qualified New Mexican receives timely and accurate benefits.
2. Create effective, transparent communication to enhance public trust.
3. Successfully implement technology to give customers and staff the best and most convenient access to services and information.

B. Objectives

1. Select a Contractor to perform quarterly Random Moment Time Sampling (RMS) of New Mexico (NM) State Agencies;
2. Collect NM State Agencies financial information for calculation of quarterly administrative claiming invoices for Medicaid reimbursement. Generate and review final administrative claiming invoices to provide NM State Agencies with Medicaid reimbursement for their allowable administrative expenses in support of the Medicaid program

D. Activities

This effort will be completed through the various activities listed below:

1. Collect the Participant List to enable the quarterly reporting of allowable NM State Agencies staff whose activities will be surveyed by the RMS.
2. Administer RMS of activities of staff to enable the measurement of administrative activities that are reimbursable under Medicaid, in accordance with the approved NM Medicaid Administrative Claiming Implementation Plans/Guides.
3. Provide specially trained, centrally-coordinated staff under the direction and supervision of the Contractor whose responsibility is to review time study responses and to determine the appropriate CMS-approved time study activity designation for those responses and to calculate time study statistics.
4. Administer Financial Reporting and Administrative Claim calculation to prepare quarterly invoices. This will enable the drawdown of federal Medicaid matching funds from CMS via the CMS-64 for distribution to NM State Agencies.
5. Provide HSD and NM State Agencies with management reports, time study compliance monitoring, and management and post-claiming quality assurance and review to assist in assuring program integrity.

6. Perform all the above consistent with the HSD and CMS operational and security policies.

II. Deliverables

A. Deliverable Number 1 – Project Management Plan

<u>Deliverable One</u>		<u>Due Date</u>	<u>Compensation</u>
Project Management Plan		30 days after the effective date of this Agreement	
Task Item	Sub Tasks	Description	
Project Management Plan (PMP)	Complete and Document PMP	The Contractor shall develop a PMP in a format to be approved by the Human Services Department (HSD). The PMP will describe the tasks, schedule, risks, and other information relevant to the completion of this contract.	
	Periodic Updates	On a quarterly basis, the Contractor will deliver and update the PMP to HSD with items related to changes in the project schedule.	

B. Deliverable Number 2 – Random Moment Time Sampling (RMS)

<u>Deliverable Two</u>		<u>Due Date</u>	<u>Compensation</u>
Random Moment Sampling		Quarterly Per Table 1	
Task Item	Sub Tasks	Description	
Random Moment Sampling (RMS)	Participant Lists	Contractor will utilize the staff list provided by the NM State Agencies on a quarterly basis for development of the RMS.	
	Survey Collection & Coding	The Contractor shall conduct RMS activities every quarter within the timelines established by HSD. The Contractor shall randomly select a sample of staff and moments, using a statistically valid methodology necessary to attain a precision level of +/- 5% with a 95% confidence level. Contractor will review collected surveys and code each time study. The Contractor shall promote consistency and accuracy of the RMS coding requirements with no variations. The Contractor shall communicate with the HSD and NM State Agencies regarding any delays or problems related to the RMS process.	

C. Deliverable Number 3 – Administrative Claiming

<u>Deliverable Three</u>	<u>Due Date</u>	<u>Compensation</u>
--------------------------	-----------------	---------------------

Administrative Claiming		Quarterly Per Table 1
Task Item	Sub Tasks	Description
Administrative Claiming	Prepare and submit Administrative Claims	The Contractor shall develop an electronic Administrative Claims form to be utilized for all participating NM State Agencies. The Contractor shall enter RMS data onto the electronic Administrative Claim form for each NM State Agency on a quarterly basis. The Contractor shall collect financial data from each of the NM State Agencies for entry into the Administrative Claim form. The Contractor shall generate final quarterly claims for each site to submit to HSD within the timeline established by HSD.

D. Deliverable Number 4 – Technical Assistance & Reports

Deliverable Four		Due Date	Compensation
Technical Assistance & Reports		Quarterly Per Table 1	
Task Item	Sub Tasks	Description	
Technical Assistance & Reports	Implementation Plan Updates	The Contractor shall provide HSD with assistance in negotiating with CMS any required updates to the current Medicaid Administrative Claiming Implementation Plans/Guides.	
	Training	The Contractor shall provide HSD copies of all training materials for approval prior to dissemination to NM State Agencies. The Contractor shall conduct face-to-face and/or web-based trainings for the NM State Agencies participating in the Administrative Claiming process. The Contractor shall be available to conduct additional web-based training sessions as needed.	
	Customer Service	The Contractor will maintain a toll free customer service line for HSD and New Mexico State Agencies staff that are experiencing technical issues or have questions regarding the RMS and Administrative Claiming processes.	
	Reports	The Contractor will submit quarterly reports to HSD regarding response rates, trending and any other relevant RMS and Administrative Claiming data.	

Table 1: Administrative Claim Quarter and Invoicing Schedule

Contract Term	Federal Claiming Quarter	Deadline for Invoice Submission to HSD	Deadline for Payment of Fee to Contractor

Initial Term Upon approval - June 30, 2021	July-September 2020	November 15, 2020	December 15, 2020
	October-December 2020	February 15, 2021	March 15, 2021
	January-March 2021	May 15, 2021	June 15, 2021
	April-June 2021	July 10, 2021	August 15, 2021
Renewal Term 1 July 1, 2021 – June 30, 2022	July-September 2021	November 15, 2021	December 15, 2021
	October-December 2021	February 15, 2022	March 15, 2022
	January-March 2022	May 15, 2022	June 15, 2022
	April-June 2022	July 10, 2022	August 15, 2022
Renewal Term 2 July 1, 2022 – June 30, 2023	July-September 2022	November 15, 2022	December 15, 2022
	October-December 2022	February 15, 2023	March 15, 2023
	January-March 2023	May 15, 2023	June 15, 2023
	April-June 2023	July 10, 2023	August 15, 2023
Renewal Term 3 July 1, 2023 – June 30, 2024	July-September 2023	November 15, 2023	December 15, 2023
	October-December 2023	February 15, 2024	March 15, 2024
	January-March 2024	May 15, 2024	June 15, 2024
	April-June 2024	July 10, 2024	August 15, 2024

**APPENDIX D –
COST RESPONSE FORM**

COST RESPONSE FORM

Human Services Department

Random Moment Sampling for Medicaid Administrative Claiming

RFP #20-630-8000-0003

The offeror should indicate a total cost per state fiscal year for implementation of their service. The cost should be inclusive of completing all of the specifications related Random Moment Surveys and Medicaid Administrative Claiming. The offeror will be evaluated based on the total cost of implementation of the program.

FIRM NAME:	
SIGNATURE:	DATE:

**APPENDIX E –
LETTER OF TRANSMITTAL FORM**

Letter of Transmittal Form

RFP#: _____

Offeror Name: _____ **FED ID#** _____

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

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

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

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

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

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

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

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

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

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

(Attach extra sheets, as needed)

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

(Attach extra sheets, as needed)

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

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

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

_____, 2018
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX F – ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to:

Name:	Sharilyn Roanhorse, Procurement Manager
Address:	Medical Assistance Division PO Box 2348 Santa Fe, NM 87504
Phone:	505-827-1307
Fax:	505-827-3138
E-mail:	sharilyn.roanhorse@state.nm.us

by April 2, 2020 for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

RFP # 20-630-8000-0003

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of New Mexico, Human Services Department via facsimile or e-mail at:

Name: Sharilyn.Roanhorse, Procurement Manager
Address: Medical Assistance Division
PO Box 2348
Santa Fe, NM 87504

Phone: 505-827-1307
Fax: 505-827-3138
E-mail: Sharilyn.roanhorse@state.nm.us

no later than April 2, 2020 and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	
Project description;	
Project dates (starting and ending);	
Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

7. How satisfied are you with the products developed by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?
COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?
COMMENTS:

10. Would you recommend this vendor's services to your organization again?
COMMENTS:

**APPENDIX G –
SUSPENSION AND DEBARMENT REQUIREMENT**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS

The entering of a contract between HSD and the successful Offeror pursuant to this RFP is a “covered transaction,” as defined by 45 C.F.R. Part 76. HSD’s contract with the successor Offeror shall contain a provision relating to debarment, suspension, and responsibility. All Offerors must provide as a part of their proposals a certification to HSD 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 non-responsible. 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 HSD 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 HSD 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 HSD, HSD may terminate the contract resulting from this request for proposals 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 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, HSD, in its sole discretion, may request, that the U.S. Department of Health and Human Services grant an exception under 45 C.F.R. §§ 76.120 and 76.305 if HSD believes that the procurement schedule so permits and an exception is applicable and warranted under the circumstances. In no event will HSD award a contract to an Offeror if the requested exception is not granted for the Offeror.

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

A. The Offeror and/or any of its Principals (check applicable blocks):

Status	Yes	No
Are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency.		
Have, within a three-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.		
Are 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. (2) of this certification.		
Have, within a three-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.		
Have 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. "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.
- C. 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.
- D. 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:	
SIGNATURE/TITLE:	DATE: