

**State of New Mexico  
New Mexico Medical Board**

**REQUEST FOR PROPOSALS**

**Implementation and Administration of an  
Impaired Health Care Provider Treatment Program**



**RFP No.: 70-446-17-00042**

**ISSUE RFP DATE: April 10, 2017**

**PROPOSAL DUE DATE: May 8, 2017**

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## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the New Mexico Medical Board's Implementation and Administration of an Impaired Health Care Provider Treatment Program under the provisions of the Impaired Health Care Provider Act (Chapter 61, Article 7 NMSA 1978) for care and rehabilitation services by providing for the detection, evaluation, intervention, long term support, education, treatment and monitoring of impaired health care providers regulated under the Medical Practice Act (Chapter 61, Article 6 NMSA 1978), the Genetic Counseling Act (Chapter 61, Article 6A NMSA 1978), the Polysomnography Practice Act (Chapter 61, Article 6B NMSA 1978), and the Naprapathy Practice Act (Chapter 61, Article 12F NMSA 1978).

The Impaired Health Care Provider Act applies to health care providers who are unable to practice with reasonable skill or safety by reason of: (1) mental illness, (2) physical illness, including but not limited to deterioration through the aging process or loss of motor skill; and (3) habitual or excessive use of or abuse of drugs, as defined in the Controlled Substances Act (30-31-1 NMSA 1978), or alcohol.

The purpose of the Impaired Health Care Provider Treatment Program is to promote early detection, evaluation, intervention, long term support, education, treatment and monitoring of impaired and recovering health care providers prior to the illness impacting the care rendered to patients.

### B. SUMMARY SCOPE OF WORK

The scope of work shall consist of developing, coordinating, implementing, and administering a statewide Impaired Health Care Provider Treatment Program to provide for the detection, evaluation, intervention, long term support, education, treatment and monitoring of impaired and recovering health care providers in the areas of: (1) mental illness, (2) physical illness, including but not limited to deterioration through the aging process or loss of motor skill; and (3) habitual or excessive use of or abuse of drugs, as defined in the Controlled Substances Act (30-31-1 NMSA 1978), or alcohol.

### C. SCOPE OF PROCUREMENT

The scope of procurement shall encompass the defined Scope of Work, detailed in Appendix C, "Contract Terms and Conditions", and its corresponding Attachment 1, "Scope of Work" in this RFP. The contract is scheduled to begin on **July 1, 2017**, or upon receiving all required state approvals, whichever is later for a term of one year. The contract may be extended for up to three (3) additional one (1) year periods, or any portion thereof at the discretion of the New Mexico Medical Board, pursuant to funding availability and satisfactory service provision, as determined by the New Mexico Medical Board. In no circumstance shall the contract exceed a total of four (4) years in duration.

D. PROCUREMENT MANAGER

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

Gayle Mascarenas, Procurement Manager  
New Mexico Medical Board  
2055 South Pacheco, Bldg. 400  
Santa Fe, NM 87505  
Telephone: (505) 476-7244  
Fax Number: (505) 476-7237  
[Gayle.Mascarenas1@state.nm.us](mailto:Gayle.Mascarenas1@state.nm.us)

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

Gayle Mascarenas, Procurement Manager  
New Mexico Medical Board  
2055 South Pacheco, Bldg. 400  
Santa Fe, NM 87505

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Impaired Health Care Provider Treatment Program  
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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 New Mexico Medical Board pertaining to this Request for Proposals.

E. DEFINITION OF TERMINOLOGY

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

“**Agency**” or “**Board**” means the New Mexico Medical Board.

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

“**Contract**” means a written agreement for the procurement of items of tangible personal property, services, or professional services.

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

“**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 by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

**"DFA"** means the Department of Finance and Administration for the State of New Mexico.

**"Evaluation Committee"** means a body appointed by the Board management to perform the evaluation of Offeror proposals.

**"Evaluation Committee Report"** means a document prepared by the Procurement Manager and the Evaluation Committee for contract award that will contain written determinations resulting from the procurement.

**"Finalist"** means an Offeror and/or Offerors who meet all the mandatory specifications of this RFP and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

**"Health Care Provider"** means an individual who is licensed or is applying for licensure by the Board.

**"Impaired Health Care Provider Treatment Program"** as defined in Paragraph B of Section 2 of the Impaired Health Care Provider Act (Chapter 61, Article 7 NMSA 1978) means a program of care and rehabilitation services provided by those organizations authorized by the Board to provide for the detection, intervention and monitoring of impaired health care providers.

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

**"Mandatory Participant"** means a health care provider who is referred by the Board for evaluation with the Contractor, and as determined by the Board or Contractor that is ordered into treatment.

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

**"Procurement Manager"** means the person or designee authorized by the Board to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

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

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

**"Responsive Offer"** or **"Responsive Proposal"** means an offer or proposal which conforms in all material respects to the requirements set forth in this RFP. Material respects

of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

“**Solicited and Awarded**” means an RFP was made available to the general public, through any means.

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

“**Voluntary Participant**” means a health care provider who is self-referred for evaluation with the Contractor and, as determined by Contractor, ordered into treatment.

## F. BACKGROUND INFORMATION

The Board is the state agency responsible for the regulation and licensing of medical doctors (physicians), physician assistants, anesthesiologist assistants, genetic counselors, polysomnographic technologists, and naprapaths.

The Medical Practice Act (Chapter 61, Article 6 NMSA 1978) defines the primary duties and obligations of the board as follows: “issue licenses to qualified physicians, physician assistants and anesthesiologist assistants, to discipline incompetent or unprofessional physicians, physician assistants or anesthesiologist assistants and to aid in the rehabilitation of impaired physicians, physician assistants and anesthesiologist assistants for the purpose of protecting the public.”

The purpose of the Genetic Counseling Act (Chapter 61, Article 6A NMSA 1978) is to protect the public from the unprofessional, improper, incompetent and unlawful practice of genetic counseling.

Under Section 3 of the Impaired Health Care Provider Act (Chapter 61, Article 7 NMSA 1978) the Board is given the authority to restrict, suspend or revoke the license, registration or certificate of any health care provider to practice in this state in the case of inability of the health care provider to practice with reasonable skill or safety to patients by reason of mental illness, physical illness, including but not limited to deterioration through the aging process or loss of motor skill, or habitual or excessive use or abuse of drugs, as defined in the Controlled Substances Act (30-31-1 NMSA 1978), or alcohol.

Under Section 12 of the Impaired Health Care Provider Act (Chapter 61, Article 7 NMSA 1978) the Board has the authority to enter into an agreement to implement an impaired health care provider treatment program.

Appendix B, “Licensee Roster by County” provides statistics for FY16 (July 1, 2015 through June 30, 2016) by county, license type, and a count of the number licensed to practice in New Mexico.

### New Mexico Medical Board Mission and Roles

The mission of the Board is to promote excellence in the practice of medicine through licensing, discipline and rehabilitation.

The role of the Board is to enforce the Medical Practice Act, the Genetic Counseling Act the Polysomnography Practice Act, the Naprapathy Practice Act, and their corresponding rules. The Board is responsible for:

1. assuring that licenses are issued to qualified medical doctors, physician assistants, anesthesiologist assistants, genetic counselors, polysomnographic technologists, and naprapaths;
2. timely and appropriately investigating all allegations of statutory and regulatory violations, including incompetent or unprofessional conduct by licensees or applicants;
3. providing effective discipline of individuals found by the Board to be in violation of the laws or rules;
4. assisting in the rehabilitation of impaired licensees and applicants for licensure; and
5. providing information and education to the public.

### New Mexico Medical Board Goals and Objectives

The Board's major goals and objectives are:

#### **Licensing/re-licensing of qualified applicants/licensees**

**Goal:** The Board strives to continually make improvements to the licensing processes to assure applicants for licensure/re-licensure are qualified and that licenses are issued in a timely manner.

#### **Objectives:**

1. Work with participating neighboring states to establish guidelines and qualifications to create a "Deemed Status" license that would allow a qualified licensee to register their active out-of-state license with the Board and begin practicing medicine without extensive delay. This would also allow a New Mexico Licensed Physician to do the same in participating states.
2. Maximize the use of new licensing software.
  - a. Allow the applicant online access to check the status of the application. Applicants, and their agents, call routinely (often several times a week) to check on the status of various documents. If this information could be viewed online we estimate it would significantly reduce the number of calls, allowing staff to spend more time reviewing the supplementary information and processing the application.
3. Add an educational element to the online renewal as a "training module" used to increase awareness of the Board's rules and statutes.
4. Partnering with other credentialing verification organizations (CVOs) to provide primary source verification services for MD and PA applicants.
5. Continue developing strategies for improving the processing time for initial licensure and re-licensure through increased accessibility or sharing of source documents.



## **Performance of timely and thorough investigations of complaints against applicants/licensees**

**Goal:** Continue to improve the complaint and disciplinary processes to identify and sanction practitioners who are found to be incompetent, unprofessional, unethical, and/or are in violation of statutory or regulatory requirements.

### **Objectives:**

1. Continue to work collaboratively with other state and federal agencies, healthcare entities, and other licensing boards, etc., in identifying licensees who may be in violation of the Medical Practice Act and ensure open flow of information in order to ensure public safety.
2. Continue to improve communication with the public in order to increase awareness regarding the Board's jurisdiction over complaints against licensees and the process for same.
3. Prioritize complaints received by identifying allegations that may result in immediate harm to the public and thoroughly investigate in a timely manner in order to submit to the Board for timely resolution.
4. Continue to work with OMI, Board of Pharmacy, law enforcement and other licensing boards and healthcare entities in identifying and investigating licensees who may be inappropriately prescribing controlled substances and placing patients at risk for harm.
5. Continue to utilize the Compliance Manager position in assisting with the processing of complaints that involve impairment issues since that staff member's position requires them to monitor these licensees' compliance with treatment.
6. Utilize part time staff to assist in clerical tasks in order to free up more time for Investigators to use for actual investigation tasks.

## **Consistent discipline of individuals in violation of law and/or rules**

**Goal:** Continually improve the disciplinary processes to sanction practitioners who are incompetent, unprofessional, unethical, or are in violation of statutory or regulatory requirements.

### **Objectives:**

1. Keep complaint committees informed when discussing licensure action recommendations on investigation cases where violations are found in order to ensure fairness and consistency in the disciplinary process.
2. Track all complaint committee decisions on sanctions against licensees in order to maintain consistent decision-making among all committees.
3. Continue to develop processes to assure fair and consistent actions that protect the public while not unduly restricting licensee practices.
4. Monitor the time period from the date the Board has voted licensure action, to actual issuance of a Notice of Contemplated Act to ensure timely processing of same for the public's protection.
5. Timely report licensure actions to the national databanks to ensure public safety and open communication with other healthcare entities and other state boards.

## **Aid in the rehabilitation of impaired practitioners**

**Goal:** Continuously improve the process for identification and monitoring of licensees who may be impaired by reason of mental illness, physical illness, or habitual or excessive use or abuse of drugs or alcohol.

### **Objectives:**

1. Work with the Impaired Health Care Provider Treatment Program Contractor to provide additional outreach to physicians through hospitals and other organizations located through-out the state.
2. Continue to improve communication between Impaired Health Care Provider Treatment Program Contractor and the Board's compliance manager regarding compliance status of all mandated Impaired Health Care Provider Treatment Program Contractor participants.
3. Continue to develop strategies to improve the process of identifying practitioners who have a substance use disorder.
4. Develop new strategies to identify and secure physicians and other health care professionals to serve on impaired physicians' committees.
5. Develop strategies to identify and treat disruptive practitioners or those exhibiting behaviors that may impact the health care provider's effectiveness as part of a health care team.
6. Continue to develop ways the Board can assist and support the recovery of impaired practitioners.

## **Public information and education**

**Goal:** Fulfill the Board's primary purpose to protect the public by continuing to improve the quality, quantity, and appropriate distribution of available information to the general public, including the NM legislature.

### **Objectives:**

1. Continue to have the Public Information Officer communicate effectively with consumers, licensees and the media.
2. Provide accurate and timely information on the Internet.
3. Continue to update the agency website to be more "user friendly," including ease of access to recent Board actions.
4. Provide the most frequently requested information in Spanish as well as English.
5. Promptly respond to requests for information, including verbal and electronic license verification.
6. Use paperless technology more efficiently to provide requested information.
7. Assure all actions are promptly and appropriately reported to the American Medical Association (AMA), National Practitioner Data Bank (NPDB), Healthcare Integrity & Protection Data Bank (HIPDB), and Federation of State Medical Boards (FSMB).
8. Develop an electronic News Corner to notify licensees of statutory requirements, regulation changes, and other noteworthy issues.

### Organization of the Board

The Board is an Executive Branch agency of the State of New Mexico. The Board is headed by an Executive Director appointed by the Governor. The Board consists of the Office of the Executive Director and the following business units:

1. Licensing;
2. Financial/Human Resources;
3. Administration; and
4. Investigations.

### Board Vision

To improve information portability; to achieve efficient licensing, investigation, and discipline; to provide helpful, knowledgeable and responsive staff; to maintain an agency that is assessable and visible; and to promote increased public awareness of services provided by the Board.

### G. 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 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 Proposals – RFP instructions:

[http://www.generalservices.state.nm.us/statepurchasing/ITBs\\_RFPs\\_and\\_Bid\\_Tabulation.aspx](http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx)

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of this 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:

	<u>Action</u>	<u>Responsible Party</u>	<u>Date</u>
1.	Issue RFP	Agency	4/10/17
2.	Distribution List	Potential Offerors	4/24/17
3.	Deadline to Submit Questions	Potential Offerors	4/24/17
4.	Response to Written Questions	Agency	5/01/17
5.	Submission of Proposal	Potential Offerors	5/8/17
6.	Proposal Evaluation	Evaluation Committee	5/15/17
7.	Selection of Finalists	Evaluation Committee	5/15/17
8.	Oral Presentation	Finalist Offerors	5/17/17
9.	Best and Final Offers	Finalist Offerors	5/17/17
10.	Finalize Contract	Agency, Finalist Offerors	5/18/17
11.	Contract Award	Agency/DFA (effective date beginning FY18)	7/1/17
12.	Protest Deadline	Finalist Offerors (+15 calendar days is from Finalize Contract date)	6/1/17

### B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the Board on **April 10, 2017**.

2. Distribution List Response Due

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Forms" 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 3:00pm MST or MDT on **April 24, 2017**.

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

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00pm MST or MDT on **April 24, 2017** as indicated on the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, "Introduction", Paragraph D, "Procurement Manager". Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offerors that provide the "Acknowledgement of Receipt of Request For Proposals Form" described in Section II, Paragraph B.2, before the deadline. Additional copies will be posted to:

[http://www.generalservices.state.nm.us/statepurchasing/ITBs\\_RFPs\\_and\\_Bid\\_Tabulation.aspx](http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx)

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE **NO LATER THAN 3:00PM MST or MDT ON MAY 8, 2017**. ***Proposals received after the due date and time 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 D.2. Proposals must be sealed and labeled on

the outside of the package to clearly indicate that they are in response to the *REQUEST FOR PROPOSALS, IMPLEMENTATION AND ADMINISTRATION OF AN IMPAIRED HEALTH CARE PROVIDER TREATMENT PROGRAM, RFP #70-446-17-00042*. Proposals submitted by facsimile or other electronic means will not be accepted.

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

6. Proposal Evaluation

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

7. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II, Paragraph 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.

8. Oral Presentations

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

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 as per schedule Section II, Paragraph 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. Finalize Contract

Any Contractual agreement resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II, Paragraph A, Sequence of Events or as soon thereafter as possible. This date is subject to change at the

discretion of the Board. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the Board reserves the right to finalize a contractual agreement with the next most advantageous Offeror without undertaking a new procurement process.

11. Contract Award

After review of the Evaluation Committee Report and the signed contract, the Department of Finance and Administration, Contracts Review Bureau, will award the contract as per the schedule in Section II, Paragraph A, Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Board.

The contract shall be awarded to the Offeror whose proposal is most advantageous to the Board, taking into consideration the weighed 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 approvals.

12. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) calendar day protest period shall begin on the day following the date the contract is finalized and will end at close of business on **June 1, 2017**. Protests must be written and must include the name and address of the protestor and the RFP 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 Board. The protest must be delivered to the Executive Director of the Board as follows:

Sondra Frank, Executive Director  
New Mexico Medical Board  
2055 South Pacheco, Bldg. 400  
Santa Fe, NM 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 Section II, conditions governing the procurement, in APPENDIX G, "Letter of Transmittal Form". Submission of a proposal constitutes acceptance of the "Evaluation" requirements 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 contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of any contract with the Board which may derive from this RFP. The Board will make payments to only the prime contractor.

4. Subcontractors/Consent

Use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contract whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the Board, 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 Board personnel will not merge, collate, or assemble proposal materials.

6. Offerors Rights to Withdraw Proposal

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

The proposals will be kept confidential until negotiations are completed by the Board. 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:

1. 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.
2. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.
3. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Board 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 Board to the use of Offeror 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 Board 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 Board's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Board requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought 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 Board 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 the Board and a contractor will follow the format specified by the Board and contain the terms and conditions set forth in APPENDIX C, "Contract Terms and Conditions". However, the Board reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

The Board discourages exceptions from the contract terms and conditions as set forth in APPENDIX C, "Contract Terms and Conditions". Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Board (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 substantial proposal rewrite to correct.

Should an Offeror object to any of the Board's terms and conditions, as contained in this Section or in APPENDIX C, "Contract Terms and Conditions", the Offeror must propose specific alternative language. The Board may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions in APPENDIX C, "Contract Terms and Conditions" are not acceptable to the Board 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 Board. Refer to APPENDIX C, "Contract Terms and Condition".

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 Board 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 Sections 13-1-83 and 13-1-85 NMSA 1978.

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

21. Notice of Penalties

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, 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 Board 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 Board 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 this RFP shall become the property of the Board and the State of New Mexico.

25. Confidentiality

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

The Contractor agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the Board'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.4, 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 this RFP in the Offeror's possession and the version maintained by the Board, the Offeror acknowledges that the version maintained by the Board shall govern. Please refer to:  
[http://www.generalservices.state.nm.us/statepurchasing/ITBs\\_RFPs\\_and\\_Bid\\_Tabulation.aspx](http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx)

28. New Mexico Employees Health Coverage

A. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to:

(1) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to

those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the Board exceed one million dollars or;

(2) have in place and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the Board exceed \$500,000 dollars or;

(3) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the Board exceed \$250,000 dollars.

- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://www.insurenewmexico.state.nm.us/>
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); this requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of 250,000, \$500,000 or \$1,000,000.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return APPENDIX E, "Campaign Contribution Disclosure Form", as a part of their proposal. This requirement applies regardless of 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. Pay Equity Reporting Requirements

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.

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.

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.

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 subcontractors 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 will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor's meeting or exceeding the size requirement.

31. Disclosure Regarding Responsibility

Any prospective Offeror and/or any of its Principals who seek to 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:

- A. Is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
- B. Has within a three-year period preceding this offer, been convicted of in a criminal matter or had 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 related to the submission of offers; or 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.
- C. Is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in this section of this disclosure.

- D. 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.
1. Taxes are considered delinquent if both of 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.
- E. Has 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.

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.

The Offeror shall provide immediate written notice to the Procurement Manager if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances.

A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

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 an Offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

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.

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 Procurement Manager. 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.

32. Conflict of Interest; Governmental Conduct Act

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the contract. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

33. New Mexico Preferences

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

In addition to a copy of the certification, the Offeror should complete and sign the Resident Veterans Preference Certificate form, as provided in this RFP, Appendix I, Resident Veterans Certification.

The Board shall not award a business both a resident business preference and a resident veteran business preference.

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



### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

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

#### B. NUMBER OF COPIES

Offerors shall deliver one (1) original and two (2) identical copies (3 total) of their proposal (Binder 1), one (1) original, two (2) copies of cost proposal (Binder 2) and one (1) electronic version of the proposal containing both Binders and all Confidential Information separated on the electronic version (must mirror the hard copy submitted) to the location specified in Section I, Paragraph D.2 on or before the closing date and time for receipt of proposals.

#### C. PROPOSAL FORMAT

All proposals must be submitted as follows: typewritten on standard 8 1/2 x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

##### 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 order and must contain, as a minimum, all listed items in the sequence indicated.

##### **Binder 1:**

- Tab 1: Appendix G – Letter of Transmittal Form
- Tab 2: Table of Contents
- Tab 3: Proposal Summary (Optional)
- Tab 4: Response to Specifications (**except cost information which shall be included in Cost Proposal/Binder 2 only**)
- Tab 5: Response to Terms and Conditions
- Tab 6: Offeror's Additional Terms and Conditions
- Tab 7: Organizational Experience
- Tab 8: Organizational References
- Tab 9: Mandatory Specification
- Tab 10: Desirable Specification
- Tab 11: Financial Stability – Financial Information considered confidential should be placed in a **Confidential Information** tab in Binder 2
- Tab 12: Performance Surety Bond
- Tab 13: Appendix E – Signed Campaign Contribution Disclosure Form
- Tab 14: New Mexico Preferences (if applicable)
- Tab 15: Other Supporting Material (if applicable)
- Tab 16: Appendix D – New Mexico Employees Health Coverage Form
- Tab 17: Appendix I – Resident Veterans Certification (if not applicable, insert a

copy of the appendix noting that it is not applicable)

Tab 18: Appendix J – Conflict of Interest – Governmental Conduct Act Affidavit  
(if not applicable, insert a copy of the appendix noting that it is not applicable)

**Binder 2:**

Tab 1: Appendix F – Completed Cost Proposal Form

Tab 2: Confidential Information

Within each section of the proposal, Offerors should address the items in the order in which they appear in this RFP. 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 Proposal Form.

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

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.

Offerors may attach other materials that they believe may improve the quality of their responses. However, these materials should be included in Binder 1.

2. Letter of Transmittal

The Offeror's proposal must be accompanied with APPENDIX G, "Letter of Transmittal Form". The form must be completed and must be signed by the person authorized to obligate the company. The letter of transmittal **MUST** include:

- a. identify the submitting organization;
- b. identify the name, title, telephone, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c. identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d. identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content;
- e. identify if sub-contractors will be used in the performance of the contract award;
- f. describe any relationship with any entity with 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, Paragraph 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 authorized to contractually obligate the organization;

## 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.

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

### A. Mandatory Specifications

#### 1. Cost (50 Points)

a. Offerors must complete APPENDIX F, “Cost Proposal”. The funds provided under this contract may be used only for educational, intervention and administrative services and services related to the identification of the physical, emotional, or psychological problems and the evaluation, diagnosis, referral for treatment, and the monitoring and the evaluation of the treatment of licensed New Mexico recipients. Costs of treatment shall be the responsibility of the recipients.

b. Offerors shall concisely and clearly describe their ability to manage the ongoing costs associated with the ensuing contract. Include any information that may be used to supplement expenses to the Impaired Health Care Provider Treatment Program above the amount of the contract within this RFP provided from other funding (i.e. fundraising).

c. The compensation that will be incorporated into APPENDIX C, “Contract Terms and Conditions”, may be negotiated from year-to-year between the Board and the selected contractor.

#### 2. Corporate Experience (100 Points)

a. Offeror must submit a statement of relevant corporate experience. The documentation must thoroughly describe prior relevant experience in providing assessment, evaluation, treatment and monitoring of persons with psychological, physical, substance use and abuse problems. The following must be included in the response:

- i. concisely outline the organization’s experience in providing assessment, evaluation, treatment and monitoring of persons with psychological, physical, substance use and abuse problems;
- ii. outline the experience of any subcontractors;
- iii. include information regarding project descriptions, costs, and starting/ending dates of successfully completed projects;
- iv. include the name, address and telephone number of the responsible official of the client organization(s) the Offeror worked with on such projects;

v. specify the length of time the organization (Offeror) has been in business;

b. Offeror must describe their understanding of the role the Impaired Health Care Provider Treatment Program plays in fulfilling the Board's mission.

c. Offeror must identify any potential barriers in providing for the care and rehabilitation of health care providers when providing for the detection, evaluation, intervention, long term support, education, treatment and monitoring of impaired health care providers, and explain his/her/its strategies for overcoming them successfully.

3. Corporate References (50 Points)

Proposals must include three (3) external client references from clients who received similar services. The minimum information that must be provided about each reference is:

- a. Name of individual or company services were provided for;
- b. Address of individual or company;
- c. Name of contact person;
- d. Telephone number of contact person;
- e. Type of services provided and dates services were provided; and
- f. E-mail address (if available)

4. Offeror Staff Experience (150 Points)

a. Offerors must submit a list of experienced professional staff or proposed experienced staff that will be performing services under the contract, which shall include:

- i. a medical director who is licensed as a physician (medical doctor) in the State of New Mexico with professional experience in substance abuse; and
- ii. at least one (1) licensed psychiatrist, psychologist or counselor in the State of New Mexico with professional experience in substance abuse and mental health issues.

b. Offerors must submit resumes of all professional staff members who will be performing services under the contract. Experience narratives shall be attached that describe the specific relevant experience of the staff members in relation to the role that member will perform for this contract. The narrative(s) must include the name of the individual(s) proposed and a thorough description of the education, knowledge, and relevant experience as well as listing any certifications or other professional credential that clearly shows proposed staff member's expertise.

c. Offerors must have staff available either in-house or through subcontractors to provide education, outreach, assessment, evaluation, referral for

treatment, test administration, monitoring and related activities. Please describe the following in your response:

- i. indicate where staff will be physically located while performing the services under this contract; and
- ii. indicate which staff will provide the education, outreach, assessment, evaluation, referral for treatment, test administration, monitoring and related activities.

5. Availability of Services (200 Points)

a. **Statewide Requirement** - Awarded contractor must make the Impaired Health Care Provider Treatment Program available to all potential participants statewide in all geographical areas of the state. This requirement will be considered to be met if no participant is required to travel more than two (2) hours each direction from his/her home or business to access services. The Contractor shall ensure that the integrity of the services provided under this contract throughout the State will be consistent with the services provided in the Albuquerque metropolitan area. Please include the following information in your response:

- i. describe with specificity how you will ensure that the services under this contract is made available to potential participants;
- ii. describe what steps you will employ to make the services under this contract known throughout New Mexico;
- iii. provide an overview of your overall marketing plan and what arrangements you would make to collaborate with other organizations in rural or other areas outside the Albuquerque metropolitan area;
- iv. describe the monitoring and support services that would be provided throughout the geographical areas;
- v. describe how the integrity of the services under this contract will be maintained for those services provided outside the Albuquerque metropolitan area; and
- vi. identify the response time you could provide services in under this contract pursuant to a request for assistance.

b. **Toll-free and Emergency Telephone Numbers Requirement** – To facilitate the services under this contract, the Contractor shall provide a toll-free telephone number, as well as an emergency number that will allow health care providers, or those who have identified health care providers who may be impaired, to contact the Contractor twenty-four (24) hours a day, seven days a week. Please include the following information in your response:

- i. concisely describe your plan to provide program coverage twenty-four (24) hours a day, seven days a week. If the office is closed, explain the procedures for handling calls twenty-four (24) hours a day, seven days a week.

6. Reporting (100 Points)

**Performance Data Reporting**

a. Awarded contractor shall provide the Board or the Board's representative with quarterly reports (1<sup>st</sup> Qtr - July–September, 2<sup>nd</sup> Qtr - October–December, 3<sup>rd</sup> Qtr - January–March, and 4<sup>th</sup> Qtr - April–June, which is subject to change) on each Mandatory Participant detailing the participants' progress and compliance with the participant's monitored treatment program contract. The Board must receive a written summary of the status of Mandatory Participants no later than ten (10) working days prior to each regularly scheduled Board meeting. The quarterly report shall provide at a minimum:

- i. the current number of total enrolled by profession;
  - ii. the number of mandatory participants by profession;
  - iii. the number of voluntary participants by profession;
  - iv. the compliance status of each mandatory and voluntary participant;
- and
- v. describe any additional data that you intend to provide quarterly.

b. Awarded contractor shall provide the Board with Interim reports (January, April, June, and September, which is subject to change), as requested, on each Mandatory Participant. The Board must receive a written summary of the status of Mandatory Participants no later than ten (10) working days prior to each scheduled Interim Board meeting. The Interim report must provide at a minimum:

- i. name of the Mandatory Participant;
- ii. date the Mandatory Participant entered the program;
- iii. date of the Mandatory Participant's last relapse;
- iv. comments on compliance or non-compliance; and
- v. any additional data you intend to provide.

c. Awarded contractor shall also provide an annual report to the Board for the prior year's services rendered. The annual report shall be provided no later than ten (10) working days prior to the first quarterly meeting of the fiscal year (fiscal year – July to June). The annual report must include at a minimum:

- i. the number of participants who entered the program by license type;
  - ii. the number of participants who completed the program by license type;
  - iii. the number of participants who relapsed by license type;
  - iv. the aggregate annual percentage of enrollees by type of problem;
- and
- v. describe any additional data that you intend to provide annually.

d. Offeror shall include the following information in their response:

- i. describe how the program would gather, process and report

- quarterly performance data to the Board;
- ii. describe how the program would gather, process and report annual performance data to the Board; and
- iii. describe what performance data would be provided to confirm compliance status.

### **Reporting of Participant Violations or Issues**

- a. Awarded contractor must report to the Board any voluntary or mandatory participant known or believed to present a danger to himself or others by virtue of alcohol, substance, chemical dependency, behavioral issues, psychological issues, or suffering any other impairment. Contractor must also report any participant known or believed to be unable to practice with reasonable skill and safety to the patient. Written documentation must be provided to the Board within twenty-four (24) hours or by the end of the next business day.
- b. Awarded contractor must notify the Board within forty-eight (48) hours but not later than the end of the second business day of any participants who have substantial violations of the required contract and those participants with relevant physical, emotional, or psychological problems that would effect whether the patient (participant) can safely practice medicine.
- c. Offeror shall include the following information in their response:
  - i. explain how and under what situations you would report the identity, problem and/or contract violations of voluntary and mandatory participants to the Board;
  - ii. explain how and under what situations you would report to the Board any participants known or believed to present a danger to himself or others by virtue of alcohol or substance abuse, chemical dependency behavioral issues, psychological issues, or suffering any other impairment; and
  - iii. explain how you would handle situations where the participant is known or believed to be unable to practice with reasonable skill and safety to the patient.

### **Releasing Information to the Board**

- a. Awarded contractor must obtain an authorization for release of information from incoming mandatory participants to release records to the Board, including records received from other sources in the Contractor's custody.
- b. Awarded contractor must obtain an authorization for release of information from incoming voluntary participant to release records to the Board, including records received from other sources in the Contractor's custody, in the event of an incident provided for under "**Reporting of Participant Violations or Issues**" in Paragraph 6.
- c. In the case of records which are subject to the requirements of 42 U.S.C.

Section 290ee-3 and 42 C.F.R. Part 2, the contractor shall obtain an authorization from each recipient which meets the requirements for disclosure found in 42 C.F.R. Section 2.32.

- d. Offeror shall include the following information in their response:
- i. a sample authorization to release information form;
  - ii. describe your ability and processes in obtaining an authorization to release information from each incoming participant's records to the Board, including records received from other sources in the contractor's custody; and
  - iii. address how you will ensure that the authorization to release information obtained from each recipient is legally adequate to permit disclosure to the Board of records, which are obtained from other sources.

### **Testimony**

Awarded contractor must provide testimony by the appropriate person(s) in contested cases if required by the Board.

7. **Financial and Organizational Strength (50 Points)**

The offeror, together with any subcontractors, must demonstrate that they have the financial resources to perform all requirements of this RFP. Awarded contractor must have adequate insurance coverage.

Offeror shall include the following information in their response:

- a. the financial strength of your organization, and include a copy of your audited (as applicable to your company's organizational structure) financial statements from the last three years, or, if the offeror has not been in business for three years, since the business began;
- b. explain how your company's business plan financially supports this contract in light of your organization's growth in the coming year; and
- c. describe your current insurance coverage. State if you currently carry specific insurance that covers examination losses, e.g., professional liability or error and omissions insurance or if you intend to obtain such insurance if you are awarded the resulting contract. Describe such coverage.

8. **Education and Outreach (100 Points)**

The Contractor shall provide, no less than once a year, statewide ongoing education outreach in support of the program, including outreach to professional organizations, treatment programs, healthcare organizations, educators, peer assistance programs, hospitals and schools that may become aware of impaired health care providers. Such education shall explain the purpose, scope and operation of the program to facilitate the identification and participation of impaired health care providers.



Offeror shall include the following information in their response:

- a. describe your agency's ability to provide for the education of health care providers in the recognition and prevention of physical, emotional and psychological problems and provide for intervention when necessary or under circumstances that may be established by the Board; and
- b. describe the plan for such education and the intended audience. Indicate the planned location of the programs, frequency of offerings, subject of programs, and any cost to attendees. Indicate the proportion of money and resources to be dedicated to education.

9. Identification, Evaluation, Monitoring and Support (200 Points)

**Intake**

The Contractor shall have an intake process in place for receiving expressions of interest by health care providers in participating in the program and referrals from others, including the Board, regarding health care providers who may be impaired. The Contractor shall investigate such reports and where necessary, take action to facilitate entry into the program. The Contractor may accept referrals and rely upon interventions performed by other programs or health care providers. Contractor shall respond to referrals and inquires within five (5) business days.

Offeror shall include the following information in their response:

- a. describe your agency's processes and procedures to offer assistance to health care providers in identifying their physical, emotional, or psychological problems; and
- b. describe your methods and approach to "intervention" with a newly identified health care provider with allegations of impairment.

**Assessment**

The Contractor shall, upon contact with a health care provider who has been identified as impaired or potentially impaired, preliminarily assess the impairment of such health care provider. Such assessment shall result in an initial determination of the impairment, scope of practice restrictions that may be necessary, a referral for an appropriate evaluation, and ultimately, a diagnosis and recommendation for appropriate treatment.

Awarded contractor must have an established mechanism for assessing licensed health care providers when the staff of the contractor or the health care provider have identified a conflict of interest that may potentially interfere with an objective evaluation.

Offeror shall include the following information in their response:

- a. specifically identify your agency's use of evaluative tools to determine and assess the extent of the health care provider's: (1) physical, (2) emotional; or (3)

psychological problems and your ability, procedures, and processes to refer the health care provider for appropriate treatment in each designated area;

b. specifically elaborate on your agency's ability and processes to assess a health care provider's physical, emotional or psychological problems. Include a description of how your agency will meet the needs of recipients that do not have drug or alcohol related problems but physical or psychiatric impairment; and

c. describe how you will handle real and perceived conflicts of interest when you believe your agency is unable to complete an initial assessment evaluation and resulting diagnosis. Describe how you will handle real or perceived conflicts of interest between your agency and the health care provider related to the ensuing treatment.

### **Referral of Treatment**

If a health care provider is found eligible to participate in the program, the contractor shall provide to the health care provider a choice of treatment referral options, based upon the evaluation performed, unless the health care provider has already entered into a treatment program for the impairment that the contractor considers appropriate based on the evaluation findings. The contractor shall maintain a list of authorized treatment providers and a description of the qualifications of each. In addition, a list shall be maintained of all providers to whom referrals have been made.

It is expected that each health care provider shall bear the cost of his or her treatment.

Offeror shall include the following information in their response:

a. describe how treatment alternatives, which may be a requirement of program participation, will be matched to a health care provider's needs and what the cost implications will be. Provide criteria used to determine the level of care recommended to participants.

### **Monitoring of Health Care Providers**

a. **Treatment Monitoring** – Each participant will have an identified treatment plan to aid in their recovery. Participants who have been mandated by the Board will have specific stipulations, which may include monitoring for substance abuse, mental health issues, or physical problems. Offeror shall include the following information in their response:

i. describe the treatment monitoring program used by your agency and specify what is included;

ii. describe the processes and procedures used to monitor a practitioner's treatment program;

iii. describe the specific criteria used to determine compliance including how such compliance will be monitored, at what intervals, and by whom;

iv. describe the extent and format of communication that will be

established between the treatment and evaluation services, your agency, and the health care provider;

v. describe how planned absences are handled to assure continuing compliance;

vi. describe the role of urine drug screening in treatment monitoring and an overview of your policies and procedures regarding a positive drug screen testing result received on a program participant; and

vii. describe your agency's processes and procedures to monitor or follow through with health care providers receiving services that do not involve a treatment program.

b. **Chemical Screening** – Chemical monitoring of blood and/or urine specimens for participants who have been diagnosed with an alcohol or chemical dependency is required on a regular basis to assure program compliance. Random biological fluid examination should be established at varying intervals at the direction of the program staff. Participants who manifest significant behavioral changes should also be identified for chemical monitoring. Offeror shall include the following information in their response:

i. describe how a schedule for chemical monitoring is established and what contributes to changes in the schedule;

ii. describe how participants are notified about their chemical monitoring schedule;

iii. describe the procedures used to ensure that fraud and adulteration would not occur in this process;

iv. describe how the chain of custody for sampling and return works in your referral arrangements;

v. identify which organizations you will use to process required samples, specifying all collection sites, both urban and rural;

vi. describe the safeguards required of screening entities and what recourse you will have available should screening prove inadequate from a source; and

vii. describe whether or not you have contracts or written agreements with screening organizations;

c. **Counseling and Support** – Individual participants in the program will require routine therapeutic group meetings and/or individual therapy sessions. Offeror shall include the following information in their response:

i. describe your agency's resources, goals and programs to provide counseling, education, and support for participants and their family for services related to alcohol, substance abuse, or psychiatric impairment;

ii. identify the availability of statewide treatment resources and how you would work within your organization or with other groups to conduct the business of this program;

iii. provide a listing of existing or potential treatment and screening programs and support groups; and

iv. indicate what criteria you would use to evaluate the effectiveness of such programs and what procedures are engaged to determine that these

groups are appropriate on an ongoing basis.

### **Participant Contracts**

a. **Mandatory Participants** – The Contractor shall monitor the treatment, compliance with practice and/or employment restrictions (when applicable), compliance with contracts and compliance with all Board orders of all mandated program participants. Such monitoring shall include:

- i. receiving and maintaining records and reports of random body fluid screens and any required treatment;
- ii. receiving and maintaining monthly self-reports, employer reports, site monitor reports, peer monitor reports and any Court probation reports (documentation of all monitoring shall be described in detail);
- iii. providing for periodic face to face contact with clients;
- iv. making personal or telephone contact with each participant at least monthly; and
- v. maintaining complete and accurate records of participation and compliance.

b. **Participation Contract** – Upon determining a health care provider's eligibility, the Contractor shall enter into an initial contract with the health care provider for participation in the program. This initial contract shall include provisions for:

- i. a brief written history of the nature of the impairment;
- ii. such evaluation(s) as may be recommended or accepted by the Contractor (i.e., mental health, substance abuse or medical evaluation);
- iii. abstinence from alcohol and all other mood-altering drugs, as deemed appropriate;
- iv. mandatory random body fluid screens, as deemed appropriate;
- v. attendance at twelve-step and/or Caduceus meetings, as deemed appropriate;
- vi. withdrawal from practice, as deemed appropriate; and
- vii. consequences of failure to comply with the contract.

In addition, in offering its proposal, the Offeror shall provide specific decision rules for when withdrawal from practice would be indicated and for how long and when and why such withdrawal not be indicated.

c. **Recovery Monitoring Contract** – The Contractor shall also enter into a Recovery Monitoring Contract with each participant either during or immediately following any recommended treatment, but in each case, no later than four (4) months after entrance into the program. The Recovery Monitoring Contract shall include specific provisions for:

- i. abstinence, ongoing treatment, and aftercare;
- ii. mandatory random body fluid screens (when applicable);
- iii. attendance at twelve-step or Caduceus meetings (when applicable);

- iv. identification of all personal healthcare providers and agreement to report to case manager all medications prescribed;
- v. practice guidelines, including name of peer and site monitors and nature of relationship to the participant;
- vi. expected length of the monitoring program;
- vii. compliance with Board order; and
- viii. consequences of failure to comply with the contract.

d. **Mental Health or Physical Impairment Monitoring Contracts** – The Offeror shall provide examples of contracts that could be used to monitor a health care provider’s mental health or physical impairment. The sample contracts should provide specific criteria for the return to practice for those who have been restricted from practice, including access to and administration of medications, hours of work and the responsibilities of site and peer monitors.

e. **Voluntary Contracts** – The Offeror shall provide examples of contracts that could be used to monitor a health care provider who is a voluntary participant in the program. The sample contract should provide specific criteria for reporting violations of the contract to the Board. Offeror shall include the following information in their response:

- i. describe your process for placing participants in your program under a contractual arrangement for completion of any necessary and planned treatment program;
- ii. provide a prototype copy of each of your written contracts with health care providers as identified in this Section;
- iii. describe how determinations will be made whether a contract is needed for services provided and how contractual provisions will be determined when a contract is required;
- iv. describe a process, with specific time frames, for monitoring a participant who becomes non-compliant through relapse and/or failure to follow any requirements of either contract;
- v. the proposal should explain the Offeror’s understanding of the terms “slip” and “relapse” insofar as it relates to the treatment and recovery of persons impaired by reason of substance abuse;
- vi. the proposal shall include a plan for reporting in writing to the Executive Director any participant who may have violated a Board Order or a law or regulation;
- vii. the Offeror shall discuss a plan for case management tracking of participant compliance with all recovery monitoring contract elements; and
- viii. the Offeror should discuss how it proposes to address the probability that the cost of evaluation, treatment and monitoring either cannot be borne or may impose stress on a participant.

#### **Alternative Assessment and Monitored Treatment**

a. Awarded contractor must have an established alternative for assessing, treating and/or monitoring the licensed health care provider who has been

identified by the contractor as disruptive, or when the contractor's staff has determined that the health care provider would be better served by receiving an alternative assessment, treatment and/or monitoring. This would also include provision of appropriate assessment, treatment and monitoring of health care providers with a primary behavioral or psychiatric disorder, with or without a substance abuse diagnosis. This paragraph applies to mandatory participants, and to those voluntary participants where the staff of the contractor believes that the health care provider is unable to practice with reasonable skill and safety.

b. Contractor shall not terminate any participant contract where a violation or issue exists without first contacting the Board. The Board may determine that continued monitoring is warranted or additional services need to be initiated by the contractor for alternative assessment and/or monitored treatment.

c. Offeror shall include the following information in their response:

- i. specifically identify under what conditions your agency would refer a health care provider to an alternative assessment and/or monitoring;
- ii. describe what alternative assessment and monitoring your agency has available;
- iii. describe what your agency has in place to avoid having to recommend a health care provider to an alternative assessment and/or monitored treatment;
- iv. outline the steps your agency would take in referring a health care provider to an alternative assessment and/or monitored treatment;
- v. specifically outline how your agency will ensure that the alternative assessment and/or monitored treatment is working for the health care provider; and
- vi. describe how your agency will receive feedback and reporting of the health care practitioner's alternative assessment and/or monitoring.

10. New Mexico Employees Health Coverage (Pass/Fail)

Employee health insurance coverage is mandatory to be awarded a contract based on an RFP. To be responsive to this RFP, and to be eligible for contract award, the offeror must agree to comply with the requirements of Section II, Paragraph C.28.

A statement of concurrence is required.

11. Campaign Contribution Disclosure Form (Pass/Fail)

Offeror must complete and sign the APPENDIX E, "Campaign Contribution Disclosure Form" – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not.

## V. EVALUATION

### A. Evaluation Point Summary

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

	<u>FACTOR</u>	<u>POINTS AVAILABLE</u>
1.	Cost	50
2.	Corporate Experience	100
3.	Corporate References	50
4.	Offeror Staff Experience	150
5.	Availability of Services	200
6.	Reporting	100
7.	Financial and Organizational Strength	50
8.	Education and Outreach	100
9.	Identification, Evaluation, Monitoring and Support	200
10.	New Mexico Employees Health Coverage	Pass/Fail
11.	Campaign Contribution Disclosure Form	<u>Pass/Fail</u>
	<b>TOTAL</b>	<b>1,000</b>

### B. Evaluation Factors

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

1. Cost (50 Points)

The evaluation of each offeror's cost proposal will be conducted using the following formula:

Lowest Offeror Total Expenditures

This Offeror's Total Expenditures X 50 = Award Points

2. Corporate Experience (100 Points)

The corporate experience of the offeror will be evaluated based upon documented experience on similar projects.

3. Corporate References (50 Points)

Points for corporate references will be awarded based upon an evaluation of the offeror's work for clients receiving similar services to those proposed by the offeror for this contract.

4. Offeror Staff Experience (150 Points)

Points for staff experience will be awarded based upon an evaluation of each staff member's experience, including any subcontractors, as it relates to their role and the needs of this contract.

5. Availability of Services (200 Points)

Points will be awarded for this evaluation factor based upon the availability described in the project plan and consistency with the defined Performance Standard

6. Reporting (100 Points)

Points will be awarded for this evaluation factor based upon the quality and thoroughness of the proposed performance data reports, the response to the requirement for reporting of participant violations or issues, and consistency with the defined Performance Standards for these two items.

7. Financial and Organizational Strength (50 Points)

The financial and organizational strength of the offeror will be evaluated based upon documented financial information provided in the response

8. Education and Outreach (100 Points)

Points will be awarded for this evaluation factor based upon the quality and thoroughness of the project plan for education and outreach, including consistency with the defined Performance Standard

9. Identification, Evaluation, Monitoring and Support (200 Points)

Points will be awarded for this evaluation factor based upon the quality and thoroughness of the project plan as it relates to assessment, referral to treatment, monitoring of health care providers, and participant contracts. The response to the specific requirements and consistency with defined Performance Standards will also be considered.

10. New Mexico Employees Health Coverage Form (Pass/Fail)

11. Campaign Contribution Disclosure Form (Pass/Fail)



**C. Evaluation Process**

The evaluation process will follow the steps listed below:

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

**APPENDIX A**

**Acknowledgement of Receipt of  
Request for Proposals Form**

**ACKNOWLEDGEMENT OF RECEIPT OF  
REQUEST FOR PROPOSALS FORM**

**Implementation and Administration of an  
Impaired Health Care Provider Treatment Program**

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on **April 24, 2017**. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the Agency's written responses to those questions as well as RFP amendments, if any are issued.

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

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

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

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

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

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

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

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

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

Gayle Mascarenas, Procurement Manager  
New Mexico Medical Board  
2055 South Pacheco, Bldg. 400  
Santa Fe, NM 87505  
Telephone: (505) 476-7244  
Fax Number: (505) 476-7237  
[Gayle.Mascarenas1@state.nm.us](mailto:Gayle.Mascarenas1@state.nm.us)

**APPENDIX B**

**Licensee Roster by County**

## Medical Doctors

In FY16 (July 1, 2015 through June 30, 2016) the Board maintained **8,360** active Medical Doctors, with **4,947** (or 59%) maintaining a New Mexico address. The following is a breakdown by county of the current Medical Doctors.

County	# of Licensees
Bernalillo	2,756
Catron	4
Chavez	109
Cibola	18
Colfax	15
Curry	55
De Baca	2
Dona Ana	372
Eddy	47
Grant	57
Guadalupe	4
Harding	0
Hidalgo	1
Lea	42
Lincoln	19
Los Alamos	53
Luna	13
McKinley	79
Mora	0
Otero	69
Quay	5
Rio Arriba	36
Roosevelt	16
San Juan	172
San Miguel	34
Sandoval	173
Santa Fe	495
Sierra	8
Socorro	16
Taos	66
Torrance	2
Union	3
Valencia	24

## Physician Assistants

In FY16 (July 1, 2015 through June 30, 2016) the Board maintained **858** active Physician Assistants with **696** maintaining a New Mexico address. The following is a breakdown by county of the current Physician Assistants.

County	# of Licensees
Bernalillo	384
Catron	0
Chavez	10
Cibola	2
Colfax	2
Curry	6
De Baca	0
Dona Ana	33
Eddy	7
Grant	13
Guadalupe	0
Harding	0
Hidalgo	3
Lea	12
Lincoln	0
Los Alamos	12
Luna	4
McKinley	8
Mora	1
Otero	13
Quay	1
Rio Arriba	15
Roosevelt	2
San Juan	40
San Miguel	8
Sandoval	44
Santa Fe	57
Sierra	4
Socorro	1
Taos	14
Torrance	3
Union	0
Valencia	7

## Other License Categories

In FY16 (July 1, 2015 through June 30, 2016) the Board maintained **1,428** active licenses in the following categories and corresponding counties.

License Category/County	# of Licensees
<b>Anesthesiologist Assistants:</b>	
Bernalillo (can only practice at UNM)	29
<b>Genetic Counselors:</b>	
Bernalillo	10
Dona Ana	1
Santa Fe	9
Out-of-State	44
<b>Residents:</b>	
Bernalillo	565
Dona Ana	5
Grant	2
Telemedicine (Out-of-State)	618
<b>Polysomnographic Technicians:</b>	
Bernalillo	9
Dona Ana	1
Lea	2
Otero	0
San Juan	6
Sandoval	3
Santa Fe	2
Valencia	0
Out-of-State	1
<b>Polysomnographic Technologists:</b>	
Bernalillo	43
Chavez	1
Curry	1
Dona Ana	5
Grant	0
Lea	3
McKinley	1
Otero	1
Rio Arriba	3
San Juan	8
San Miguel	0
Sandoval	13
Santa Fe	7
Valencia	3
Out-of-State	6

<b>Polysomnographic Trainees:</b>	
Bernalillo	2
Curry	0
San Juan	2
Sandoval	1
Out-of-State	0
<b>Naprapaths</b>	
Bernalillo	2
San Juan	1
Santa Fe	8
Out-of-State	10



## **APPENDIX C**

### **Contract Terms and Conditions**

**STATE OF NEW MEXICO**  
**NEW MEXICO MEDICAL BOARD**

PROFESSIONAL SERVICES CONTRACT #18-446- [REDACTED]

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **NEW MEXICO MEDICAL BOARD**, hereinafter referred to as (the "Agency") and [REDACTED] hereinafter referred to as (the "Contractor"), and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration ("DFA").

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

A. The Contractor shall provide the following services, more fully described in **Attachment 1, Scope of Work, Performance Measures:**

The Contractor shall provide statewide long-term care and rehabilitation services of impaired health care providers regulated under the Medical Practice Act (Chapter 61, Article 6 NMSA 1978), the Genetic Counseling Act (Chapter 61, Article 6A NMSA 1978), and the Polysomnography Practice Act (Chapter 61, Article 6B NMSA 1978) by providing for the detection, evaluation, intervention, long term support, education, treatment and monitoring.

B. Services will be performed within the State of New Mexico at locations determined by the Contractor that best meet the needs of the health care provider, as long as the provisions described in **Attachment 1, Scope of Work, Performance Measures** are met.

C. *Performance Measures.*

Contractor shall substantially perform the Performance Measures set forth in **Attachment 1, Scope of Work, Performance Measures**, RFP #70-446-17-00042, Implementation and Administration of an Impaired Health Care Provider Treatment Program. In the event of a conflict in the requirements, the order for resolution will be: (1) Contract; (2) the RFP; and (3) the Contractor's response to the RFP.

In the event the Contractor fails to obtain the results described in **Attachment 1, Scope of Work, Performance Measures** the Agency may provide written notice to the Contractor of the default and specify a reasonable period of time in which the Contractor shall advise the Agency of specific steps that it will take to achieve these results in the future and the timetable for implementation. Nothing in this subparagraph shall be construed to prevent the Agency from exercising its right pursuant to Paragraph 4 below.

**2. Compensation.**

A. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$ [REDACTED]. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor**

under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to **Attachment 1, Scope of Work, Performance Measures** at the rate of \$ [REDACTED] per month. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$ [REDACTED] in FY2018.**

C. The payments provided under this Agreement may be used only for educational, intervention and administrative services and services related to the identification of the physical, emotional, or psychological problems and the evaluation, diagnosis, referral for treatment, and the monitoring and the evaluation of the treatment of health care providers licensed or applying for licensure by the Agency. Costs of treatment shall be the responsibility of the health care providers.

D. Payment in FY18, FY19, FY20 and FY21 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the Agency no later than fifteen (15) days after the close of the month in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

E. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the Agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

### **3. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This Agreement shall terminate on **June 30, 2018** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

### **4. Termination.**

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

B. Notice; Agency Opportunity to Cure.

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

termination.

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

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

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

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

## 5. Appropriations.

The terms of this Agreement are contingent upon sufficient 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 Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

## 6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the 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 Agency.

**8. Subcontracting.**

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

**9. Release.**

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

**10. Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

**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 Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

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

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

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

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any

Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

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

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

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

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

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

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

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

**13. Amendment.**

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

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

**14. Merger.**

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

**15. Penalties for violation of law.**

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

**16. Equal Opportunity Compliance.**

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

**17. Applicable Law.**

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

**18. Workers Compensation.**

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

**19. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain

them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

**20. Indemnification.**

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

**21. New Mexico Employees Health Coverage.**

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

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

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

**22. Employee Pay Equity Reporting.**

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes



first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

**23. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**24. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**25. Notices.**

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

To the Agency:           New Mexico Medical Board  
2055 S. Pacheco Street, Bldg. 400  
Santa Fe, NM 87505  
[Sondra.Frank@state.nm.us](mailto:Sondra.Frank@state.nm.us) and [Gayle.Mascarenas1@state.nm.us](mailto:Gayle.Mascarenas1@state.nm.us)

To the Contractor:       

**26. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind

Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Agency's Chief Financial Officer

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

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

ID Number: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Taxation and Revenue Department

This Agreement has been approved by the DFA Contracts Review Bureau:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
DFA Contracts Review Bureau

## **Attachment 1**

### **Scope of Work**

#### **Performance Measures**

Performance Measures in Scope of Work shall contain measurable goals and objectives that are linked to the performance measures of the Agency's Strategic Plan:

#### **Goal:**

Continue to improve the process for identifying and monitoring of impaired and recovering health care providers licensed by the New Mexico Medical Board ("Board") by contracting the services of an Impaired Health Care Provider Treatment Program ("Program") to develop, coordinate, implement and administer a statewide program to provide for the detection, evaluation, intervention, long term support, education, treatment and monitoring of impaired and recovering health care providers in the areas of: (1) mental illness, (2) physical illness, including but not limited to deterioration through the aging process or loss of motor skill; and (3) habitual or excessive use of or abuse of drugs, as defined in the Controlled Substances Act (30-31-1 NMSA 1978), or alcohol.

#### **Objective:**

To provide for care and rehabilitation services of impaired and recovering health care providers regulated under the Medical Practice Act (Chapter 61, Article 6 NMSA 1978), the Genetic Counseling Act (Chapter 61, Article 6A NMSA 1978), the Polysomnography Practice Act (Chapter 61, Article 6B NMSA 1978), and the Naprapathy Practice Act (Chapter 61, Article 12F NMSA 1978) by providing for the detection, evaluation, intervention, long term support, education, treatment and monitoring of impaired and recovering health care providers in the areas of: (1) mental illness, (2) physical illness, including but not limited to deterioration through the aging process or loss of motor skill; and (3) habitual or excessive use of or abuse of drugs, as defined in the Controlled Substances Act (30-31-1 NMSA 1978), or alcohol.

#### **Activities:**

##### **1. Impaired Health Care Provider Treatment Program**

a. Contractor shall provide an Impaired Health Care Provider Treatment Program for health care providers regulated by the Board who have been identified by the Board as unable to practice with reasonable skill or safety to patients by reason of: (1) mental illness; (2) physical illness, including but not limited to deterioration through the aging process or loss of motor skills; or (3) habitual or excessive use or abuse of alcohol or drugs, as defined in the Controlled Substances Act (30-31-1 through 30-31-40 NMSA 1978).

b. Contractor shall provide an Impaired Health Care Provider Treatment Program for health care providers regulated by the Board who voluntarily choose to participate in the

program, and are not mandated by the Board, who may be unable to practice with reasonable skill or safety to patients by reason of: (1) mental illness; (2) physical illness, including but not limited to deterioration through the aging process or loss of motor skills; or (3) habitual or excessive use or abuse of alcohol or drugs, as defined in the Controlled Substances Act (30-31-1 through 30-31-40 NMSA 1978).

2. **Medical and Psychological Intake and Assessment**

a. Contractor shall have an intake process in place for receiving expressions of interest by health care providers in participating in the program and referrals from others, including the Board, regarding health care providers who may be impaired. The Contractor shall investigate such reports and where necessary, take action to facilitate entry into the program. The Contractor may accept referrals and rely upon interventions performed by other programs or health care providers. Contractor shall respond to referrals and inquires within five (5) business days.

b. Contractor shall provide comprehensive medical and psychological assessment of health care providers who are referred by the Board to the program. Such assessment shall result in an initial determination of the impairment, scope of practice restrictions that may be necessary, a referral for an appropriate evaluation, and ultimately, a diagnosis and recommendation for appropriate treatment. Contractor shall provide comprehensive written, and when requested verbal, reports of the assessment including recommended appropriate treatment plan on each referral.

i. Contractor shall send the comprehensive written report of the assessment including recommended treatment plan to the Board within 30 calendar days of completion of the assessment of the referral.

c. Contractor shall provide comprehensive medical and psychological assessment of health care providers who voluntarily choose to participate in the program. Such assessment shall result in an initial determination of the impairment, scope of practice restrictions that may be necessary, a referral for an appropriate evaluation, and ultimately, a diagnosis and recommendation for appropriate treatment.

3. **Participation Contract**

a. **Mandatory Participants** - Contractor shall develop and enter into an initial contract with the health care provider referred by the Board based on the Stipulation or Order issued by the Board mandating participation. Contractor shall send a copy of the signed contract to the Board within thirty (30) days. The initial contract shall include provisions for:

- i. a brief written history of the nature of the impairment;
- ii. such evaluation(s) as may be recommended or accepted by the Contractor (i.e., mental health, substance abuse or medical evaluation);
- iii. abstinence from alcohol and all other mood-altering drugs, as deemed appropriate;
- iv. mandatory random body fluid screens, as deemed appropriate;
- v. attendance at twelve-step and/or Caduceus meetings, as deemed

appropriate;

- vi. withdrawal from practice, as deemed appropriate; and
- vii. consequences of failure to comply with the contract.

The Participant Contract and Recovery Monitoring Contract may be combined into one contract.

b. **Voluntary Participants** – Upon determining eligibility, Contractor shall develop and enter into an initial contract with the health care provider choosing voluntary participation. The initial contract shall include provisions for:

- i. a brief written history of the nature of the impairment;
- ii. such evaluation(s) as may be recommended or accepted by the Contractor (i.e., mental health, substance abuse or medical evaluation);
- iii. abstinence from alcohol and all other mood-altering drugs, as deemed appropriate;
- iv. mandatory random body fluid screens, as deemed appropriate;
- v. attendance at twelve-step and/or Caduceus meetings, as deemed appropriate;
- vi. withdrawal from practice, as deemed appropriate; and
- vii. consequences of failure to comply with the contract.

#### 4. **Recovery Monitoring Contract**

Contractor shall enter into a Recovery Monitoring Contract with each voluntary and mandatory participant either during or immediately following any recommended treatment, but in each case, no later than four (4) months after entrance into the program. The Recovery Monitoring Contract shall include specific provisions for:

- a. abstinence, ongoing treatment, and aftercare;
- b. mandatory random body fluid screens, when applicable;
- c. attendance at twelve-step or Caduceus meetings, when applicable;
- d. identification of all personal healthcare providers and agreement to report to case manager all medications prescribed;
- e. practice guidelines, including name of peer and site monitors and nature of relationship to the participant;
- f. expected length of the monitoring program;
- g. if Board ordered, compliance with Board order; and
- h. consequences of failure to comply with the contract.

The Participant Contract and Recovery Monitoring Contract may be combined into one contract.

5. **Medical and Psychological Treatment and Monitoring**

a. **Mandatory Participants** – Contractor shall provide long-term comprehensive medical and psychological support, treatment and monitoring of health care providers who are referred by the Board to the program. Contractor shall provide comprehensive written, and when requested verbal, reports of the support, treatment and recovery status on each referral.

i. Contractor shall make personal or telephone contact with each participant at least monthly for the first year of the participant’s contract. As the participant progresses in recovery, the frequency of personal or telephone contacts may be reduced pursuant to the professional judgment of the Contractor.

ii. Contractor shall provide on a regular basis chemical monitoring of blood and/or urine specimens for participants who have been diagnosed with an alcohol or chemical dependency to assure program compliance. Random biological fluid examination shall be established at varying intervals at the direction of the program staff. Contractor will communicate with the Board when selecting a forensic laboratory facility qualified to perform and confirm testing of blood and/or alcohol specimens, when selecting drug screening panels, screening methods, and sample collection methods, and final authority regarding such selections shall be at the sole discretion of the Board.

iii. Participants who manifest significant behavioral changes shall also be identified for chemical monitoring.

iv. Contractor shall require routine therapeutic group meetings and/or individual therapy sessions of participants.

v. Contractor shall monitor the treatment, compliance with practice and/or employment restrictions (when applicable), compliance with contracts and compliance with all Board orders of all mandated program participants.

vi. In the event Contractor or the Board deems it appropriate for a mandatory participant to have a work site monitor (“WSM”) to ensure and document that participant is able to safely participate in the practice of medicine without impairment, Contractor shall ensure that there is no economic relationship between the participant and the WSM, no supervisory authority held by participant over the WSM, no direct personal relationship between the participant and the WSM, no prior history of the participant or WSM prescribing controlled substances to each other, no provider/patient relationship between the participant and the WSM, and no disciplinary history or pending investigation concerning the WSM at the WSM’s licensing agency. Final authority regarding the selection of a WSM shall be at the sole discretion of the Board.

b. **Voluntary Participants** – Contractor shall provide long-term comprehensive medical and psychological support, treatment and monitoring of health care providers who voluntarily choose to participate in the program.

- i. Contractor shall make personal or telephone contact with each participant at least monthly for the first year of the participant's contract. As the participant progresses in recovery, the frequency of personal or telephone contacts may be reduced pursuant to the professional judgment of the Contractor.
- ii. Contractor shall provide on a regular basis chemical monitoring of blood and/or urine specimens for participants who have been diagnosed with an alcohol or chemical dependency to assure program compliance. Random biological fluid examination shall be established at varying intervals at the direction of the program staff. Contractor will communicate with the Board when selecting a forensic laboratory facility qualified to perform and confirm testing of blood and/or alcohol specimens, when selecting drug screening panels, screening methods, and sample collection methods, and final authority regarding such selections shall be at the sole discretion of the Board.
- iii. Participants who manifest significant behavioral changes shall also be identified for chemical monitoring.
- iv. Contractor shall require routine therapeutic group meetings and/or individual therapy sessions of participants.
- v. Contractor shall monitor the treatment, compliance with practice and/or employment restrictions (when applicable), and compliance with contracts.

6. **Availability of Services**

- a. **Statewide Requirement** – Contractor shall make the program available to all potential participants statewide in all geographical areas of the state. This requirement will be considered to be met if no participant is required to travel more than two (2) hours each direction from his/her home or business to access services. The Contractor shall ensure that the integrity of the services provided under this contract throughout the State will be consistent with the services provided in the Albuquerque metropolitan area.
- b. **Toll-free and Emergency Telephone Numbers Requirement** – To facilitate the services under this contract, the Contractor shall provide a toll-free telephone number, as well as an emergency number that will allow health care providers, or those who have identified health care providers who may be impaired, to contact the Contractor twenty-four (24) hours a day, seven days a week.

7. **Performance Data Reporting**

- a. Contractor shall provide the Board or the Board's representative with quarterly reports (1<sup>st</sup> Qtr - July–September, 2<sup>nd</sup> Qtr - October–December, 3<sup>rd</sup> Qtr - January–March, and 4<sup>th</sup> Qtr - April–June, which is subject to change) on each Mandatory Participant, detailing the participants' progress and compliance with the participant's monitored treatment program contract. The Board must receive a written summary of the status of Mandatory Participants no later than ten (10) working days prior to each regularly scheduled Board meeting. The quarterly report shall provide at a minimum:

- i. the current number of total enrolled by profession;
- ii. the number of mandatory participants by profession;
- iii. the number of voluntary participants by profession;
- iv. the compliance status of each mandatory and voluntary participant; and
- v. describe any additional data that you intend to provide quarterly.

b. Contractor shall provide the Board with Interim reports (January, April, June, and September, which is subject to change), as requested, on each Mandatory Participant. The Board must receive a written summary of the status of Mandatory Participants no later than ten (10) working days prior to each scheduled Interim Board meeting. The Interim report must provide at a minimum:

- i. name of the Mandatory Participant;
- ii. date the Mandatory Participant entered the program;
- iii. date of the Mandatory Participant's last relapse;
- iv. comments on compliance or non-compliance; and
- v. any additional data you intend to provide.

c. Contractor shall also provide an annual report to the Board for the prior year's services rendered. The annual report shall be provided no later than ten (10) working days prior to the first quarterly meeting of the fiscal year (fiscal year – July to June). The annual report must include at a minimum:

- i. the number of participants who entered the program by license type;
- ii. the number of participants who completed the program by license type;
- iii. the number of participants who relapsed by license type;
- iv. the aggregate annual percentage of enrollees by type of problem; and
- v. any additional data you intend to provide annually.

## 8. **Reporting of Participant Violations or Issues**

a. Contractor shall assure that the terms of each of the participant's contract are met and shall report to the Board within twenty-four (24) hours of the completion of the investigation of: (1) a positive result of biological fluid sample from a mandated participant, (2) the mandated participant's failure or refusal to timely submit to testing, or (3) any other deviation of a mandated participant from the terms of the contract including but not limited to an attempt to circumvent or tamper with a drug or alcohol screen. The missing of an appointment for biological fluid testing by a mandated participant shall be considered avoidance behavior consistent with an attempt to avoid having a positive test for drugs or alcohol, and each such missed appointment shall be reported to the Board in writing within twenty-four (24) hours of Contractor being notified of the mandatory participant's failure to timely submit to testing.

b. Contractor shall report to the Board any voluntary, including the identity of the voluntary participant, or mandatory participant known or believed to present a danger to himself or others by virtue of alcohol, substance, chemical dependency or suffering any other impairment. Written documentation shall be provided to the Board within twenty-four (24) hours or by the end of the next business day.



- c. Contractor shall report to the Board any voluntary, including the identity of the voluntary participant, or mandatory participant known or believed to be unable to practice with reasonable skill and safety to the patient. Written documentation shall be provided to the Board within twenty-four (24) hours or by the end of the next business day.
- d. Contractor shall notify the Board within twenty-four (24) hours but not later than the end of the next business day of any participants who are believed to be impaired and refuse to comply with treatment recommendations.
- e. Contractor shall notify the Board within forty-eight (48) hours but not later than the end of the second business day of any participants who have substantial violations of the required contract and those participants with relevant physical, emotional, or psychological problems that would affect whether the health care provider can safely practice.
- f. Contractor shall report any relapse to the Board within twenty-four (24) hours or the next business day.
- g. Contractor shall notify the Board within ten (10) working days in the event that any Mandated Participant revokes or otherwise limits the Contractor's right to disclose information to the Board.

9. **Alternative Assessment and Monitored Treatment**

- a. Contractor must have an established alternative for assessing, treating and/or monitoring the licensed health care provider who has been identified by the Contractor as disruptive, or when the Contractor's staff has determined that the health care provider would be better served by receiving an alternative assessment, treatment and/or monitoring. This would also include provision of appropriate assessment, treatment and monitoring of health care providers with a primary behavioral or psychiatric disorder, with or without a substance abuse diagnosis. This paragraph applies to mandatory participants, and to those voluntary participants where the staff of the Contractor believes that the health care provider is unable to practice with reasonable skill and safety.
- b. Contractor shall not terminate any participant contract where a violation or issue exists without first contacting the Board. The Board may determine that continued monitoring is warranted or additional services need to be initiated by the Contractor for alternative assessment and/or monitored treatment.

10. **Impaired Practitioner Committees**

As provided in the Impaired Health Care Provider Act, Contractor shall assist the Board in recruiting members to serve on the Impaired Practitioner Committee (IPC) and shall provide such names and contact information to the Compliance Manager no later than thirty (30) days from time of request.

11. **Releasing Information to the Board**

a. Contractor must obtain an authorization for release of information from incoming mandatory participants to release records to the Board, including records received from other sources in the Contractor's custody.

b. Contractor must obtain an authorization for release of information from incoming Voluntary Participant to release records to the Board, including records received from other sources in the Contractor's custody, in the event of an incident provided for under "**Reporting of Participant Violations or Issues**" in Paragraph 6.

c. In the case of records which are subject to the requirements of 42 U.S.C. Section 290ee-3 and 42 C.F.R. Part 2, the Contractor shall obtain an authorization from each recipient which meets the requirements for disclosure found in 42 C.F.R. Section 2.32.

12. **Testimony**

Contractor shall provide testimony by the appropriate person(s) in contested cases if required by the Board.

13. **Education and Outreach**

The Contractor shall provide, no less than once a year, education outreach in support of the program, including speaking to medical staff offices, hospital impairment committees, etc. Such education shall explain the purpose, scope and operation of the program to facilitate the identification and participation of impaired and recovering health care providers.

14. Contractor shall employ or contract the services of experienced professionals to perform the services under this contract, which shall include:

A. a medical director who is licensed as a physician (medical doctor) in the State of New Mexico with professional experience in substance abuse; and

B. at least one (1) licensed psychiatrist, psychologist or counselor in the State of New Mexico with professional experience in substance abuse and mental health issues.

**APPENDIX D**

**NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM**

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. 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.

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

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

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

**APPENDIX E**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

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

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

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

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to 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 of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business 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.

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

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

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

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

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

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

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

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

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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Title (position)

—OR—

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

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Signature

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Date

---

Title (Position)

## APPENDIX F

### COST RESPONSE FORM

#### 1. Budget Summary:

Must be completed by all Offerors to summarize the request for funds. Please remember to budget for all costs.



**COST RESPONSE FORM SAMPLE**

<b>Description</b>	<b>Cost</b>

Based on above requirements and any professional services needed for configuration, installation and training:

Year 1 Annual Cost           \$ \_\_\_\_\_  
Year 2 Annual Cost           \$ \_\_\_\_\_  
Year 3 Annual Cost           \$ \_\_\_\_\_  
Year 4 Annual Cost           \$ \_\_\_\_\_

**APPENDIX G**

**LETTER OF TRANSMITTAL FORM**

**LETTER OF TRANSMITTAL FORM**

**RFP#:** 70-446-17-00042

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

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 the organization:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

3. For the person authorized to negotiate the contract on behalf of the organization:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

4. For the person to be contacted for clarifications:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

5. Use of Sub-Contractors (Select one)

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

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

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

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity with which will be used in the performance of this contract.

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

(Attach extra sheets, as needed)

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

\_\_\_\_\_ Date: \_\_\_\_\_, 2017  
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

## APPENDIX H

### REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires proposing vendors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing vendor 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 the Procurement Manager**, as provided below by the submission of proposal deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of

#### RFP #70-446-17-00042 REFERENCE QUESTIONNAIRE FOR:

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(Name of company requesting reference)

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, New Mexico Medical Board via mail, facsimile or e-mail at:

Gayle Mascarenas, Procurement Manager  
New Mexico Medical Board  
2055 South Pacheco, Bldg. 400  
Santa Fe, NM 87505  
Telephone: (505) 476-7244  
Fax Number: (505) 476-7237  
[Gayle.Mascarenas1@state.nm.us](mailto:Gayle.Mascarenas1@state.nm.us)

no later than **May 8, 2017** 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.

#### **CONFIDENTIAL INFORMATION WHEN COMPLETED**

<b>Company providing reference:</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number</b>	
<b>Contact e-mail address</b>	

QUESTIONS:

1. In what capacity have you worked with this Offeror 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 Offeror'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 Offeror?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

5. How would you rate the dynamics/interaction between the Offeror and your staff?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who were the Offeror's principal representatives involved in your project/contract 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/services developed by the Offeror?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

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

COMMENTS:

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

COMMENTS:

10. Would you recommend this Offeror's services to your organization again?

COMMENTS:

**APPENDIX I**  
**RESIDENT VETERANS CERTIFICATION**



## RESIDENT VETERANS PREFERENCE CERTIFICATION FORM

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*      \_\_\_\_\_ (Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or non-award of the procurement involved if the statements are proven to be incorrect.

**APPENDIX J**

**CONFLICT OF INTEREST  
GOVERNMENTAL CONDUCT ACT  
AFFIDAVIT**

**AFFIDAVIT**

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF SANTA FE )

I, \_\_\_\_\_ (name), being first duly sworn upon my oath, depose and state the following:

1. I am a former employee of the \_\_\_\_\_ (name of Department/Agency), having separated/retired from state employment as of \_\_\_\_\_ (date).
2. I am a current employee of the \_\_\_\_\_ (name of Department/Agency), or a legislator with the state, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, I hereby certify that I obtained this Professional Services Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Professional Services Agreement has NOT been awarded via the sole source or small purchase procurement methods.
3. The \_\_\_\_\_ (name of Department/Agency) and I have entered into a professional services agreement in the amount of \$\_\_\_\_\_.
4. Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Professional Services Agreement because I neither sought a contract with the \_\_\_\_\_ (name of Department/Agency), nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the \_\_\_\_\_ (name of Department/Agency).
5. To the best of my knowledge, this Professional Services Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

\_\_\_\_\_  
Name

Subscribed and sworn to before me by \_\_\_\_\_(name of former employee) this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
  
\_\_\_\_\_