

STATE OF NEW MEXICO

New Mexico Medical Board

REQUEST FOR PROPOSALS (RFP)

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



RFP No.: 25-44600-001

RFP Release Date: March 24, 2025

Proposal Due Date: April 25, 2025

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A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the **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), the Naprapathy Practice Act (Chapter 61, Article 12F NMSA 1978), the Naturopathic Doctors’ Practice Act (Chapter 61, Article 12G NMSA 1978), and the Osteopathic Medicine Act (Chapter 61, Article 10 NMSA 1978) and the Podiatry Act (Chapter 61, Article 8 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 (Section 30-31-1 NMSA 1978), or alcohol.

B. BACKGROUND INFORMATION

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 (in this Request for Proposals also referred to as “Participants”) prior to the illness impacting the care rendered to patients.

The Board has entered into a Professional Services Contract for fifteen plus (15+) years consisting of the following Scope of Work: develop, coordinate, implement, and administer 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 (Section 30-31-1 NMSA 1978), or alcohol.

C. SCOPE OF PROCUREMENT

The scope of procurement is incorporated in the Scope of Work, detailed in **Appendix C, “Draft Contract,”** and corresponding **Attachment 1, “Scope of Work”** in this RFP. The contract is scheduled to begin on **July 1, 2025**, 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 Board, pursuant to funding

availability and satisfactory service provision, as determined by the Board. In no circumstance shall the contract exceed a total of four (4) years in duration.

The resulting contract will be a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

D. PROCUREMENT MANAGER

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

Name: Lusan Leyba, Procurement Manager
Address: New Mexico Medical Board
2055 South Pacheco Street, Bldg. 400
Santa Fe, NM 87505
Telephone: (505) 660-0418
Fax: (505) 476-7237
Email: Lusan.Leyba@nmmmb.nm.gov

1. **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.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.12.** As a Protest Manager has been named in this Request for Proposals, pursuant to Section 13-1-172 NMSA 1978 and 1.4.1.82 NMAC, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL DELIVERY

All deliveries of proposals via express carrier, courier or hand delivery, must be addressed and submitted as follows:

*Name: Lusan Leyba, Procurement Manager
Reference RFP Name: Implementation and Administration of an Impaired
Health Care Provider Treatment Program RFP# 215-44600-0001
Address: New Mexico Medical Board
2055 South Pacheco Street, Bldg. 400
Santa Fe, New Mexico 87505*

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph E. 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 #25-44600-0001***. Proposals submitted by facsimile or other electronic means will not be accepted.

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 April 25, 2025. Proposals received after the due date and time will not be accepted. The date and time of receipt will be recorded on each proposal.

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 Board signature on the contract resulting from the procurement has been obtained.

F. DEFINITION OF TERMINOLOGY

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

1. “**Agency**” or “**Board**” means the New Mexico Medical Board.
2. “**Award**” means the final execution of the contract document.
3. “**Business Hours**” means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. “**Close of Business**” means 5:00 PM MST/MDT, whichever is in use at that time.
5. “**Compliance Manager**” means an employee of the Board who is responsible for managing the Impaired Health Care Provider Treatment Program contract.
6. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 7-3-A-1 through 57-3A-7 NMSA 1978. *See also* NMAC 1.4.1.45. The following items may **not** be labeled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

7. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
8. “**Contractor**” means any business having a contract with a state agency or local public body.
9. “**Desirable**” – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
10. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
11. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can NOT be emailed.
12. “**Evaluation Committee**” means a body appointed by the Board management to perform the evaluation of Offerors’ proposals.
13. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
14. “**Executive Director**” means an employee of the Board who is responsible for directing the operations of the Board.
15. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
16. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
17. “**Health Care Provider**” means an individual who is licensed or is applying for licensure by the Board.
18. “**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
19. “**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.

20. **“Mandatory”** – the terms ”must,” ”shall” ”will,” ”is required,” or ”are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
21. **“Mandatory Participant” or also referred to as “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.
22. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
23. **“Offeror”** is any person, corporation, organization, or partnership who chooses to submit a proposal.
24. **“Procurement Manager”** means any person or designee authorized by the Board to manage or administer a procurement requiring the evaluation of competitive sealed proposals.
25. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.
26. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by Sections 57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
27. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
28. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his or her financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
29. **“Responsive Offer”** means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
30. **“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may

have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

31. **“SPD”** means State Purchasing Division of the New Mexico State General Services Department.
32. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
33. **“State (the State)”** means the State of New Mexico.
34. **“State Agency”** means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.
35. **“State Purchasing Agent”** means the Director of the Purchasing Division of the General Services Department.
36. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g., “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.).
37. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
38. **“Voluntary Participant” or also referred to as “Participant”** means a health care provider who is self-referred for evaluation with the Contractor and, as determined by Contractor enters into treatment.
39. **“Written”** means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

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 the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

<https://www.nmmb.state.nm.us/>

Other relevant links:

Electronic version of RFP

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfNewMexico>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	Board	3/24/2025
2. Acknowledgement of Receipt Form	Potential Offerors	4/7/2025
3. Pre-Proposal Conference	Not Applicable	Not Applicable
4. Deadline to submit Written Questions	Potential Offerors	4/09/25
5. Response to Written Questions	Procurement Manager	4/11/2025
6. <i>Submission of Proposal</i>	<i>Potential Offerors</i>	<i>4/25/2025</i>
7.* Proposal Evaluation	Evaluation Committee	4/28/2025-5/5/2025
8.* Selection of Finalists	Evaluation Committee	5/6/2025
9.* Best and Final Offers	Finalist Offerors	5/7/2025 ¹
10.* Oral Presentation(s)	Finalist Offerors	5/8/2025
11.* Finalize Contractual Agreements	Board/Finalist Offerors	5/12/2025-5/21/2025
12.* Contract Awards	Board/ Finalist Offerors	5/23/2025
13.* Protest Deadline	Board	6/16/2025

*Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

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

1. Issue RFP

This RFP is being issued on behalf of the State of New Mexico New Mexico Medical Board (also referred to as “Agency” or “Board”) on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may hand deliver, e-mail or send by registered or certified mail the **Acknowledgement of Receipt Form (APPENDIX A)**, to the Procurement Manager identified in Section I.D, to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager by 3:00 pm MST/MDT on the date indicated in Section II.A, Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the **Acknowledgement of Receipt Form** does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the **Acknowledgement of Receipt Form**, the potential Offeror’s representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

The Board will not hold a pre-proposal conference.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until **3:00 PM MST/MDT on April 25, 2025** as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an **Acknowledgement of Receipt Form** (Section II.B.2 and **APPENDIX A**).

An electronic version of the Questions and Answers will be posted to:

<https://www.nmmb.state.nm.us/>

6. Submission of Proposal

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **NO LATE PROPOSAL CAN BE ACCEPTED.** For hard copy proposals, the date and time of receipt will be recorded on each proposal. If an Offeror decides to use a third-party delivery entity to submit its proposal, it is still the responsibility of the Offeror to ensure that the delivery is made on time. An Offeror should take into account all factors regarding the delivery by the third party entity and ensure that the delivery is made prior to the stated deadline. Weather delays, traffic jams, deliveries to the incorrect address nor any other reason for a delay will be accepted for failure to make the stated deadline.

Proposals must be addressed and delivered to the Procurement Manager at the address identified in Section I.E. 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 #25-44600-001.*** Proposals submitted by facsimile, or other electronic means will not be accepted.

A 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 Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

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

8. Selection of Finalists

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

thereafter. A schedule for Oral Presentation, if any, will be determined at this time. Finalists will be comprised of the five (5) Offerors receiving the highest cumulative scores in Section IV.B Mandatory Specifications.

9. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a location to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee.

10. 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. 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.

11. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

12. Contract Awards

Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and State approval.

13. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with Section 3-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to Section 13-1-172 NMSA 1978 and NMAC 1.4.1.82, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 PM MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a

statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Name: *Thomas W. Banner, Protest Manager
The Banner Firm, LLC*

Address: *New Mexico Medical Board
2055 South Pacheco Street, Bldg. 400
Santa Fe, New Mexico 87505*

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the **Letter of Transmittal Form**, pursuant to the requirements in Section II.C.30, located in **APPENDIX E**.

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

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

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, NMAC 1.4.1.5 and NMAC 1.4.1.36.

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 contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
 1. confidential financial information concerning the Offeror's organization; and
 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Section 57-3A-1 through 57-3A-7 NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2 shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

The Agency is not bound by Offeror's determination of what information is proprietary or confidential. If a request is received pursuant to the Inspection of Public Records Act (IPRA) (Section 14-2-1 to 14-2-12 NMSA 1978) for disclosure of proprietary or confidential materials, the Agency will make an independent determination of which portions of the proposal should be disclosed. Unless the Offeror provides the Agency a

court order prohibiting 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 proprietary or confidential information.

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the **Draft Contract APPENDIX C**. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror.

The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

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

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

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

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

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

The Evaluation Committee may make such investigations 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 Section 13-1-83 and Section 13-1-85 NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.20. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Agency Rights

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

23. Right to Publish

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

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

25. Confidentiality

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

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

The Agency is governed by the New Mexico Medical Practice Act, the Inspection of Public Records Act, and other state law and federal law (including regulations) involving the privacy of health care records, monitoring, reports, etc. Part of any proposal should include a recognition and acknowledgment of the confidentiality of the activities involving any and all services provided by the Contractor.

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 Agency, the Offeror acknowledges that the version maintained by the Agency shall govern. Please refer to:

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfNewMexico>

28. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000.
- 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 website link to additional information <https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

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

30. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered Letter of Transmittal Form (APPENDIX E)**, which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal **MUST**:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only required if the responses differ from the individual identified in A*);
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations

acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply:
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.

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

32. New Mexico Preferences/Native American Resident Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Offerors must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its 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 accordance with §13-1-21(H) NMSA 1978, an agency shall not award any combination of New Mexico/Native American Resident Preferences.

The New Mexico/Native American Resident Preferences shall not apply if 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

1. Hard Copy Responses

Offeror's proposals must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted in the manner outlined below, and sealed according to the definition provided in Section I.F.30. Each ORIGINAL binder (Technical and Cost) shall be clearly marked as "ORIGINAL" on the front of the binder. The additional HARD COPIES (if any) must each be submitted in separate binders, and must be clearly identified as "COPY" on the front cover.

Technical and Cost portions of Offerors proposal **must** be submitted in separate binders as indicated below in this section, and **must** be prominently identified as "Technical Binder," or "Cost Binder," on each front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package or box according to the information provided in Section I.E. It is not necessary to segregate Technical Binders from Cost Binders, if they are submitted within the same sealed envelope, package or box, as long as the Technical Binders and Cost Binders are each submitted in separate binders. **DO NOT submit ANY cost in the Technical Binder.**

Offerors **must** deliver:

- a) **Technical Proposals** – One (1) ORIGINAL, Four (4) HARD COPIES, and one (1) ELECTRONIC copy of the proposal containing **ONLY** the Technical Proposal; ORIGINAL and all HARD COPIES of the Technical Proposal shall be in separate labeled binders. The electronic copy **MUST** be submitted as a USB and **CANNOT** be emailed. **The Technical Proposals SHALL NOT contain any cost information.**

- i. **Confidential Information**: If Offeror’s proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit:
 - all of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section 1.F.40) versions for evaluation purposes; **AND**
 - FOUR (4) additional **redacted** (def. Section 1.F.29) HARD COPIES version and One (1) additional **redacted** electronic version for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the front cover of the hard-copy binder and on the first page of the electronic file.

- b) **Cost Proposals** – One (1) ORIGINAL, Four (4) HARD COPIES, and one (1) ELECTRONIC copy of the proposal containing **ONLY** the Cost Proposal; ORIGINAL and all HARD COPIES of the Cost Proposal shall be in separate labeled binders from the Technical Proposals. **The electronic copy MUST be submitted as a USB and CANNOT be emailed.**

The ORIGINAL and HARD COPIES information **must** be identical. In the event of a conflict between versions of the submitted proposal, the ORIGINAL shall govern.

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

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

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

Organization of folders/envelopes for hard copy proposals and electronic copy proposals:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. Within each section of the proposal, Offerors must organize and address the RFP requirements in the order indicated below. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of Offeror’s proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

Technical Proposal (Binder 1): – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL BINDER.

- Tab 1: Appendix E – Letter of Transmittal Form
- Tab 2: Table of Contents
- Tab 3: Proposal Summary (Optional)
- Tab 4: Response to Mandatory Specifications (**except Cost information which shall be included in Cost Proposal/Binder 2 only**)
 - Tab 4.1 Organizational Experience
 - Tab 4.2 Organizational References
 - Tab 4.3 Offeror Staff Experience
 - Tab 4.4 Availability of Services
 - Tab 4.5 Reporting
 - Tab 4.6 Financial and Organizational Strength
 - Tab 4.7 Education and Outreach
 - Tab 4.8 Identification, Evaluation, Monitoring and Support
- Tab 5: Response to Business Specifications (**except Cost information which shall be included in Cost Proposal/Binder 2 only**)
 - Tab 5.1 Financial Stability (Financial information considered confidential, as defined in Section I.F.6 and detailed in Section II.C.8, should be placed in a **Confidential Information** binder, per Section III.B.1.a.i, as applicable)
 - Tab 5.2 Performance Surety Bond (if applicable)
 - Tab 5.3 Letter of Transmittal
 - Tab 5.4 Appendix B – Signed Campaign Contribution Form
- Tab 6: New Mexico Preferences / Native American Resident Preferences (if applicable)
- Tab 7: Other Supporting Material (if applicable)
- Tab 8: Response to Contract Terms and Conditions (from Section II.C.15)
- Tab 9: Offeror’s Additional Terms and Conditions (from Section II.C.16)

Cost Proposal (Binder 2):

- Tab 1: Appendix D – Completed Cost Proposal Form
- Tab 2: Financial Stability (Financial information considered confidential, as defined in Section I.F.6 and detailed in Section II.C.8, should be placed in Binder 2, per Section III.B.2.a.i,
- Tab 3: Other Confidential Information

Confidential Information (Binder 3):

Financial information considered confidential, as defined in Section I.F.6 and detailed in Section II.C.8, should be placed in a Binder 3, per Section III.B.1.a.i as applicable.

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in Binder 2.**

A Proposal Summary may be included in Offeror's Technical Proposal (Binder 1), to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

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. DETAILED SCOPE OF WORK

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), the Polysomnography Practice Act (Chapter 61, Article 6B NMSA 1978), the Naprapathy Practice Act (Chapter 61, Article 12F NMSA 1978), the Naturopathic Doctors' Practice Act (Chapter 61, Article 12G NMSA 1978), and the Osteopathic Medicine Act (Chapter 61, Article 10 NMSA 1978) and the Podiatry Act (Chapter 61, Article 8 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 (also referred to as "Participant"), 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 #25-44600-0001, 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.

D. **Attachment 2, Licensee Roster by County**, is provided in support of the requirement outlined in **Attachment 1, Paragraph 6.a, Availability of Services, Statewide Requirement**.

B. MANDATORY SPECIFICATIONS

1. Organizational Experience

- a) Offeror must submit a statement of relevant organizational 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 participants when providing for the detection, evaluation, intervention, long term support, education, treatment and monitoring of impaired participants, and explain his/her/its strategies for overcoming them successfully.

2. Organizational References

Offeror must provide a list of a minimum of three (3) external references from similar projects/programs performed for private, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Name of individual or company services were provided for;

- b) Project Description
- c) Project Dates (starting and ending)
- d) Staff assigned to reference engagement that will be designated for work per this RFP; and
- e) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete may adversely affect the Offeror’s score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

3. Offeror Staff Experience

- 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.
- iii. describe how technology would be used such as teleconferencing, videoconferencing, texting, email, etc.

4. Availability of Services

- 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.

Offeror shall include the following information in their response:

- i. describe with specificity how you will ensure that the services under this contract is made available to potential participants;
- ii. describe how technology would be used such as teleconferencing, videoconferencing, texting, email, etc.
- iii. describe what steps you will employ to make the services under this contract known throughout New Mexico;
- iv. 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;
- v. describe the monitoring and support services that would be provided throughout the geographical areas;
- vi. describe how the integrity of the services under this contract will be maintained for those services provided outside the Albuquerque metropolitan area; and
- vii. identify the response time you could provide services 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 participants, 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:

Offeror shall include the following information in their 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.

- ii. describe how technology would be used such as teleconferencing, videoconferencing, texting, email, etc.

5. Reporting

Performance Data Reporting

- a) Awarded contractor shall provide the Board or the Board's representative with quarterly reports (1st Qtr - July–September, 2nd Qtr - October–December, 3rd Qtr - January–March, and 4th 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;
 - v. include sufficient information to assure the Board that the participant is either in full compliance or not; and
 - vi. 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 at the time the contractor becomes aware of the critical situation.
- 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 affect whether the patient (participant) can safely provide health care.
- 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.

6. Education and Outreach

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 organization'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 Organization; 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.

7. Identification, Evaluation, Monitoring and Support

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 inquiries within five (5) business days.

Offeror shall include the following information in their response:

- a) describe your organization'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 organization'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 organization's ability and processes to assess a health care provider's physical, emotional or psychological problems. Include a description of how your organization 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 organization is unable to complete an initial assessment evaluation and resulting diagnosis. Describe how you will handle real or perceived conflicts of interest between your organization 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 organization 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 organization, and the participants;
 - 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 organization's processes and procedures to monitor or follow through with participants 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 organization’s resources, goals and programs to provide counseling, education, and support for participants and their families for services related to alcohol, substance abuse, or psychiatric impairment;
- ii. identify a robust referral network of reputable providers;
- iii. 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;
- iv. provide a listing of existing or potential treatment and screening programs and support groups; and
- v. 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 participants on a quarterly basis;
 - 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 participant’s personal health care providers and agreement to report to the 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 Organization 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 participant who is a voluntary participant in the program. The sample contract should provide specific criteria for reporting violations of the contract to the Organization.
- f) 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 participants 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 participant who has been identified by the contractor as disruptive, or when the contractor’s staff has determined that the participant 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 participants 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 participant 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 whether 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 organization would refer a participant to an alternative assessment and/or monitoring;
 - ii. describe what alternative assessment and monitoring your organization has available;
 - iii. describe what your organization has in place to avoid having to recommend a participant to an alternative assessment and/or monitored treatment;
 - iv. outline the steps your organization would take in referring a participant to an alternative assessment and/or monitored treatment;
 - v. specifically outline how your organization will ensure that the alternative assessment and/or monitored treatment is working for the participant; and
 - vi. describe how your organization will receive feedback and reporting of the participant's alternative assessment and/or monitoring.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

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

2. Performance Surety Bond

Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agency at time of contract award. **A Statement of Concurrence, as defined in Section I.F.37, must be submitted in the Offeror's proposal.**

3. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the **Letter of Transmittal Form** located in **APPENDIX E**. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.**

4. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered **Campaign Contribution Disclosure Form** and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See **APPENDIX B**). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

5. Oral Presentation

If selected as a finalist, Offeror agrees to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

6. Cost

- a. Offerors must complete **APPENDIX D, Cost Response Form**. 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 of substance use disorders, and the monitoring and the evaluation of the treatment of licensed New Mexico recipients. Costs of treatment shall be the responsibility of the participants.

- 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 Agency and the selected Contractor.

7. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of Section 13-1-21 NMSA 1978 (as amended), Offerors **MUST** include a copy, in this section, of its New Mexico Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Evaluation Factors <i>(Correspond to section IV.A and IV B)</i>		Points Available
A.	Mandatory Specifications	
1.	Organizational Experience	100
2.	Organizational References	50
3.	Offeror Staff Experience	150
4.	Availability of Services	200
5.	Reporting	100
6.	Financial and Organizational Strength	50
7.	Education and Outreach	100
8.	Identification, Evaluation, Monitoring and Support	200
B.	Business Specifications	
1.	Financial Stability	Pass/Fail
2.	Performance Surety Bond	Pass/Fail
3.	Letter of Transmittal	Pass/Fail
4.	Campaign Contribution Disclosure Form	Pass/Fail
5.	Oral Presentation	25
6.	Cost	25
TOTAL POINTS AVAILABLE		1,000
7.1	New Mexico Preference - Resident Vendor Points per Section IV B.7	80
7.2	New Mexico Preference - Resident Veterans Points per Section IV B.7	100

Table 1: Evaluation Point Summary

B. Evaluation Factors

1. A.1 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

2. A.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions on the **Organizational Reference Questionnaire (APPENDIX F)**. Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

3. A.3 Offeror Staff Experience (See Table 1)

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.

4. A.4 Availability of Services (See Table 1)

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

5. A.5 Reporting (See Table 1)

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.

6. A.6 Financial and Organizational Strength (See Table 1)

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

7. A.7 Education and Outreach (See Table 1)

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.

8. A.8 Identification, Evaluation, Monitoring and Support (See Table 1)

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 participants, and participant contracts. The response to the specific requirements and consistency with defined Performance Standards will also be considered.

9. B.1 Financial Stability (See Table 1)

With this Pass/Fail Evaluation Factor, no evaluation of Offeror's financials may be performed. If Offeror submits all requisite documents required in Section IV.B.1, they Pass this factor, regardless of the state of their financial situation.

10.B.2 Performance Surety Bond (See Table 1)

11.B.3 Letter of Transmittal (See Table 1)

12.B.4 Campaign Contribution Disclosure Form (See Table 1)

13.B.5 Oral Presentation (See Table 1)

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held, all Offerors will receive the maximum amount of total points for this Evaluation Factor).

14.B.6 Cost (See Table 1)

The evaluation of each Offeror’s cost proposal will be conducted using the following formula: the lowest cost proposal (from all proposals received) divided by the cost of the Offeror’s proposal submitted; the quotient derived from this calculation is then multiplied by 25 (maximum total points given for Cost) and produces the final point total.

$$\frac{\text{Lowest Proposal Cost}}{\text{Offeror's Total Cost}} \times 25 = \text{Available Award Points}$$

15. New Mexico Preferences (See Table 1)

Percentages will be determined based upon the point-based system outlined in Section 13-1-21 NMSA 1978 (as amended).

A. New Mexico Resident Business Preference / Native American Resident Preference

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

B. New Mexico/Native American Resident Veteran Preference

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as Finalist Offerors, based upon the proposals submitted. In accordance with Section 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.10). 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

REQUEST FOR PROPOSAL

**Implementation and Administration of an
Impaired Health Care Provider Treatment Program
RFP# 25-44600-0001**

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than **3:00 PM MST/MDT on April 07, 2025**. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

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

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

ORGANIZATION:

CONTACT NAME:

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

Lusan Leyba, Procurement Manager

E-mail: Lusan.leyba@nmmmb.nm.gov

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

RFP# 25-44600-001

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, *et seq.*, NMSA 1978 and NMSA 1978, Section 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 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.

Note: A prospective contractor shall make **separate** disclosures of all campaign contributions given by (1) the prospective contractor, or (2) a family member or (3) representative of the prospective contractor, or shall complete the non-disclosure statement, as applicable.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By:			
Relation to Prospective Contractor:			
Name of Applicable Public Official:			
Contribution(s) Date(s)	Contribution Amount(s):	Nature of Contribution(s):	Purpose of Contribution(s):
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

Signature: _____

Date: _____

Title/Position: _____

--OR--

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

Signature: _____

Date: _____

Title/Position: _____

APPENDIX C DRAFT CONTRACT

The Agreement included in this Appendix C represents the contract the Agency intends to use to make an award. The State of New Mexico and the Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary.

STATE OF NEW MEXICO

NEW MEXICO MEDICAL BOARD

PROFESSIONAL SERVICES CONTRACT #26-446-1000-XXXX

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 General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

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), the Polysomnography Practice Act (Chapter 61, Article 6B NMSA 1978), the Naprapathy Practice Act (Chapter 61, Article 12F NMSA 1978), the Naturopathic Doctors’ Practice Act (Chapter 61, Article 12G NMSA 1978), the Osteopathic Medicine Act (Chapter 61, Article 10 NMSA 1978) and the Podiatry Act (Chapter 61, Article 8 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 (also referred to as “Participant”), 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 #25-44600-0001, 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.

D. Attachment 2, Licensee Roster by County, is provided in support of the requirement outlined in Attachment 1, Paragraph 6.a, Availability of Services, Statewide Requirement.

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 FY2026.**

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 provider licensed or applying for licensure by the Agency. Costs of treatment shall be the responsibility of the health care provider.

D. Payment in FY26, FY27, FY278, and FY29 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the GSD/SPD. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

E. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GSD/SPD Contracts Review Bureau. This Agreement shall terminate on **June 30, 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Grounds.** The 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 any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

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

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

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

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

6) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the 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, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the governor of the State of New Mexico, pertaining to equal employment

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

17. Applicable Law.

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

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the 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 General Services Department/State Purchasing Division 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, proceedings, 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.

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

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

22. Invalid Term or Condition; Severability.

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

23. Enforcement of Agreement.

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

24. Notices.

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

To the Agency: New Mexico Medical Board
2055 S. Pacheco Street, Bldg. 400
Santa Fe, NM 87505

To the Contractor:

25. Authority.

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

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

By: _____ Date: _____
Agency

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

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

By: _____ Date: _____
Contractor

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

ID Number: 00-000000-00-0

By: _____ Date: _____
Taxation and Revenue Department

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

By: _____ Date: _____
GSD/SPD Contracts Review Bureau

Attachment 1

Scope of Work

Performance Measures

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

Goal:

Continue to improve the process for identifying and monitoring of impaired and recovering health care provider 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 provider 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 (Section 30-31-1 NMSA 1978), or alcohol.

Objective:

To provide for care and rehabilitation services of impaired and recovering health care provider 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), the Naprapathy Practice Act (Chapter 61, Article 12F NMSA 1978), the Naturopathic Doctors' Practice Act (Chapter 61, Article 12G NMSA 1978), ~~and~~ the Osteopathic Medicine Act (Chapter 61, Article 10 NMSA 1978) and the Podiatry Act (Chapter 61, Article 8 NMSA 1978) by providing for the detection, evaluation, intervention, long term support, education, treatment and monitoring of impaired and recovering health care provider 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 (Section 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 (Sections 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 (Sections 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 inquiries 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 and/or Caduceus meetings, when applicable;
- d. identification of all personal health care providers and agreement to report to the 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 participants 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 health care 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 participants 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 representative with quarterly reports (1st Qtr - July–September, 2nd Qtr - October–December, 3rd Qtr - January–March, and 4th 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 license type;
- ii. the number of mandatory participants by license type;
- iii. the number of voluntary participants by license type;
- iv. the compliance status of each mandatory and voluntary participant; and
- v. any additional data as determined by the Contractor and/or the Board.

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 as determined by the Contractor and/or the Board.

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;
- v. include sufficient information to assure the Board that the participant is either in full compliance or not; and
- vi. any additional data as determined by the Contractor and/or the Board.

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 at the time the Contractor becomes aware of the critical situation of the mandatory participant's failure to timely submit to testing.

b. Contractor shall report to the Board, any voluntary participant, including the identity of the voluntary participant, or any 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 participant, including the identity of the voluntary participant, or any 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 participant 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 mandatory 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 participant who has been identified by the Contractor as disruptive, or when the Contractor's staff has determined that the participant 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 participants 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 participant 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 whether 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 participants.

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.

Attachment 2

Licensee Roster by County

Attachment 2, Licensee Roster by County, is provided to support the requirement outlined in **Attachment 1, Paragraph 6.a, Availability of Services, Statewide Requirement**.

Physicians

In FY24 (July 1, 2023 through June 30, 2024) the Board maintained 10,382 active Medical Doctors, with **4,843 a** (or 47%) maintaining a New Mexico address. The following is a breakdown by county of the current Medical Doctors who maintain a New Mexico address:

County	# of Licensees
Bernalillo	3,105
Catron	1
Chavez	60
Cibola	10
Colfax	8
Curry	34
De Baca	0
Dona Ana	310
Eddy	34
Grant	39
Guadalupe	4
Harding	0
Hidalgo	1
Lea	39
Lincoln	19
Los Alamos	34
Luna	9
McKinley	73
Mora	0
Otero	60
Quay	2
Rio Arriba	30
Roosevelt	9
San Juan	126
San Miguel	20
Sandoval	194
Santa Fe	524
Sierra	7

Socorro	11
Taos	54
Torrance	4
Union	1
Valencia	19

Physician Assistants

In FY24 (July 1, 2023 through June 30, 2024) the Board maintained 1,268 active Physician Assistants with **892** maintaining a New Mexico address. The following is a breakdown by county of the current Physician Assistants:

County	# of Licensees
Bernalillo	550
Catron	0
Chavez	10
Cibola	3
Colfax	1
Curry	11
De Baca	0
Dona Ana	37
Eddy	11
Grant	15
Guadalupe	1
Harding	1
Hidalgo	5
Lea	8
Lincoln	4
Los Alamos	12
Luna	0
McKinley	3
Mora	2
Otero	6
Quay	1
Rio Arriba	8
Roosevelt	4
San Juan	39
San Miguel	6
Sandoval	57
Santa Fe	65
Sierra	0
Socorro	0
Taos	17

Torrance	2
Union	0
Valencia	13

Other License Categories

In FY24 (July 1, 2023 through June 30, 2024) the Board maintained 2,070 active licenses in the following categories and corresponding counties.

Anesthesiologist Assistants:	
Bernalillo	38
Dona Ana	3
Otero	0
Sandoval	3
Santa Fe	6
Out-of-State	17
Genetic Counselors:	
Bernalillo	12
Sandoval	2
Santa Fe	7
Catron	1
Valencia	1
Out-of-State	59
Residents:	
Bernalillo	529
Dona Ana	8
Grant	0
Guadalupe	1
Otero	1
Los Alamos	1
Rio Arriba	2
Sandoval	4
Santa Fe	3
Valencia	2
Telemedicine (Out of State)	1082
Polysomnographic Technicians:	
Bernalillo	11
Dona Ana	4

Lea	0
San Juan	1
Santa Fe	0
Valencia	0
Out of State	0
Polysomnographic Technologists:	
Bernalillo	28
Chavez	1
Dona Ana	9
Lea	2
McKinley	1
Otero	1
Rio Arriba	2
San Juan	6
Sandoval	14
Santa Fe	3
Torrence	1
San Miguel	1
Valencia	3
Out-of-State	10
Polysomnographic Trainees:	
Bernalillo	3
McKinley	0
San Juan	0
Eddy	1
Lea	3
San Juan	1
San Miguel	1
Santa Fe	1
Naprapaths	
Bernalillo	16
Lincoln	1
Los Alamos	0
Rio Arriba	1
Santa Fe	8
Torrence	1
Dona Ana	1
Valencia	0
Out-of-State	8

Naturopathic Doctor	
Bernalillo	9
Dona Ana	2
Rio Arriba	1
Grant	1
San Juan	1
Santa Fe	10
Taos	3
Out-of-State	0
Podiatric Physician	
Bernalillo	58
Chavez	3
Curry	1
Dona Ana	12
Eddy	3
Grant	1
Harris	1
Lea	2
Los Alamos	1
McKinley	3
Otero	6
Sandoval	4
San Juan	8
San Miguel	1
Santa Fe	15
Socorro	1
Out-of-State	19
Podiatric Resident	
Bernalillo	6
Otero	1

APPENDIX D

SAMPLE - COST RESPONSE FORM

Description	Cost

Based on above requirements and any professional services needed for implementation and administration:

Option Year 1 Annual Cost \$ _____
Option Year 2 Annual Cost \$ _____
Option Year 3 Annual Cost \$ _____
Option Year 4 Annual Cost \$ _____

APPENDIX E

LETTER OF TRANSMITTAL FORM

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30).
FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE
DISQUALIFICATION OF OFFEROR'S PROPOSAL. DO NOT LEAVE ANY ITEM BLANK.**
(N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 25-44600-001

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Use of subcontractors (Select one):

- No subcontractors will be used in the performance of any resultant contract, OR
 The following subcontractors will be used in the performance of any resultant contract:

 (Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as a State Agency, reseller, etc. that is not a subcontractors listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

 (Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;

- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____, 20____
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Lusan Leyba, Procurement Manager, Lusan.leyba@nmmn.nm.gov, by 3:00 PM MST/MDT on April 25th, 2025 for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 25-44600-001
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the State of **New Mexico, New Mexico Medical Board**, via e-mail at:

Name: Lusan Leyba, Procurement Manager
 Email: lusan.leyba@nmmb.nm.gov

Forms must be submitted no later than **3:00 PM MST/MDT on April 25, 2025** and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact the State of New Mexico **Procurement Manager, Lusan Leyba**, at the **New Mexico Medical Board** office phone number **505-476-7223** and e-mail **Lusan.leyba@nmmb.nm.gov**. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	
Technical environment for the project your providing a reference (i.e., Medical Services, Consultation Services, Management Services)	

QUESTIONS:

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

4. What is your level of satisfaction with the professional services provided by the vendor?

___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

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

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

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, 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/were you with the products developed, provided, and timeliness provided by the vendor?

___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS: