HEALTH CARE AUTHORITY

REQUEST FOR PROPOSALS (RFP)

On Site Health/Medical Clinic

HEALTH CARE
AUTHORITY

RFP# 27-630-0900-0004

RFP Release Date: June 30, 2026

Proposal Due Date: August 01,2026 at 03:00pm MDT.

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of an On-Site Health/Medical Clinic (or clinics) that provide health and medical related services, including providing no-cost standard vaccinations (or other special vaccinations as required by health orders) and inoculations to eligible employees (including flu shot clinics at State of New Mexico Offices), and their dependents participating in the medical coverage plan (together "eligible employees") through the SONM Health Care Authority (HCA State Health Benefits (SHB) for a term of up to ten years. Additionally, the successful Offeror will offer a state-wide telehealth option. Clinic space(s) shall be provided, initially in Santa Fe, by the State at fair market value for the term of the contract.

B. BACKGROUND INFORMATION

HCA/SHB has provided services to eligible employees through an onsite health/medical clinic. The goals of clinical services include the following:

- Maximize the effectiveness and use of primary care services
- Promote healthy lifestyle and disease prevention
- Improve employee productivity by promoting good health
- Improve employee satisfaction with medical services
- Improve the performance of health/disease management services
- Enhance quality of medical care by demonstrating improved adherence to evidence-based medicine and referrals to highly superior physician specialists and hospitals

The successful offeror will deliver services at the clinic space provided by the State. Details of the clinic include.

Current onsite clinic staffing:

STAFFING OF CURRENT ONSITE CLINIC		
Staff Title	**Number of Staff**	**Full Time/Part Time**
Nurse Practitioner	2.5	Full Time
Registered Nurse	1	Full Time
Medical Assistant	3.5	Full Time
Administrative Assistant	1	Full Time
Doctor	1	On Contract for Consultation
Patient Advocate	1	Full Time

* Staffing is shown as currently provided. If Offeror would like to propose a different staffing model, HCA/SHB is open to presentation of the pros/cons of the model proposed. At a minimum, Offerors shall commit to the current staffing model but may also recommend alternatives.

Equipment owned by the State:

EQUIPMENT	QTY
Ritter Exam Tables 204	2
Ritter Exam Tables 222	3
Under Counter Refrigerator (Lab)	1
Laboratory Chair	1
Welch Allyn Vital Sign	5
Health O Meter Scales	5
HP Laptops	11
Hp PC (Front Desk)	1
Brother Printer Black	2
Brother Printer Color	1
Tempure Scientific Refrigerator	1
Tempure Scientific Freezer	1
Welch Allyn EKG Machine	1
Rolling Chairs	12
Rolling Stool	5
LabCorp Printer	1
LabCorp Centrifuge	1
PulmoMate Nebulizer	3
Zoll AED Machine	1
Armed Chairs (Waiting Room)	6

C. SCOPE OF PROCUREMENT

The successful Offeror shall operate and staff one or more On-Site Health/Medical Clinics (clinics) to provide health and medical related services as described in the Scope of Work (Exhibit A to Contract) to eligible employees opting to take advantage of the services both onsite and through telehealth. Clinic space (or spaces) will be provided to Contractor by the State and Offeror shall be responsible for equipping and maintaining the clinic space, including establishing telecom and data infrastructure to be approved by the State.

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. The initial term of the contract will be four (4) years.

D. PROCUREMENT MANAGER

1. The State Health Benefits Bureau of the Health Care Authority 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: Shashikanth Surkanti
HCA, SHB
Telephone: (505) 618-0369
Email: Shashikanth.Surkanti@hca.nm.gov

2. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this

procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the HCA/SHB.

3. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §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. Only an Offeror that has successfully completed an electronic submission may submit a protest.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via the Health Care Authority's electronic procurement portal, EUNA. Refer to Section III.B.1 for instructions.

F. DEFINITION OF TERMINOLOGY

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

1. **"Abilities, Patient" (ADA)** means any physical or mental impairment that substantially limits a patient in one or more major life activities, including but not limited to, thinking, walking, talking, seeing, breathing, or hearing.
2. **"Accommodation"** means a reasonable modification or change to policies, practices, and procedures to provide equal access to facilities, goods, and services to people with disabilities to ensure persons with disabilities have equal access to the goods and services provided to patients without disabilities.
3. **"ADA"** means the Americans with Disabilities Act and is a federal civil rights law that prohibits discrimination against people with disabilities. Health care organizations that provide services to the public are covered by the ADA. The ADA requires that health care entities provide full and equal access for people with disabilities.
4. "**Agency**" means the Health Care Authority, State Health Benefits.
5. "**Authorized Purchaser**" means an individual authorized by a Participating Entity to place orders against this contract.
6. "**Award**" means the final execution of the contract document.
7. "**Business Hours**" means the Agency's hours of operation, 8:00 AM thru 5:00 PM Mountain Time.
8. **"CIO"** means Chief Information Officer.
9. **"CLIA"** means Clinical Laboratory Improvement Amendments. A CLIA certificate of Waiver is a certification that allows a facility, primarily laboratories, to legally examine a person through waived tests in order to assess health, diagnose, and determine treatment. The purpose of a CLIA Certificate of Waiver is to ensure that laboratory standards are met which ensure timeliness, accuracy, and reliability of laboratory test results for patients.
10. "**Close of Business**" means 5:00 PM Mountain Standard or Daylight Time, whichever is in use on that date.
11. "**Confidential**" means confidential financial information concerning Offeror's organization and information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act [§57-3A-1, et seq, NMSA 1978]. See also NMAC 1.4.1.45. The following items may **not** be labelled 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 information submitted (excluding confidential financial information that is conspicuously identified and separately provided or information that qualifies under the Uniform Trade Secrets Act).
12. "**Contract**" means any agreement for the procurement of items of tangible personal property, services or construction.
13. "**Contractor**" means any business having a contract with a state agency or local public body.
14. **"Data"** means a compilation, body, set or sets, of discrete information gathered by Agency and/or Contractor, which Agency owns and/or controls and which concerns, and may be utilized or manipulated by Agency and/or Contractor, to further Agency's governmental interests, role and mission ("Mission"). Data includes, but is not limited to, Agency's information, whether or not stored in one or more databases, confidential information and other internal information which affects or may affect Agency's ability to further its Mission.
15. **"Deliverable"** means the verifiable outcomes, results, the Services or products that Contractor will develop, perform, and/or produce and deliver to Agency according to the Scope of Work.
16. "**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.
17. "**Desirable**" – the terms "may," "can," "should," "preferably," or "prefers" to identify a desirable or discretionary item or factor.

19. "**Electronic Submission**" means a successful submittal of Offeror's proposal in the EUNA system, in such cases where EUNA submissions are accepted.
20. "**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 CANNOT be emailed.
21. **"Eligible employees"** means employees of the State of New Mexico who have health/medical coverage through the State of New Mexico State Health Benefits Plan and their dependents.
22. **"Employees"** means Offeror's stockholders, directors, officers, employees, and agents, unless the context otherwise requires.
23. **"EMR"** means electronic medical records.
24. **"Encounter Visit"** means a documented, face-to-face, telephone/video contact between an eligible employee and a provider who exercises independent judgment in the provision of services to the employee. To be included as an encounter, services rendered must be documented.
25. "**Evaluation Committee**" means a body appointed to perform the evaluation of Offerors' proposals.
26. "**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.
27. **"Executive Level Representative" or "ELR"** means the individual designated and empowered with the authority to represent and make decisions on behalf of Agency or the ELR's designee.
28. "**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.
29. "**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.
30. **"GRT"** means New Mexico gross receipts tax.
53. "**HCA/SHB**" means Health Care Authority, State Health Benefits Division.
33. "**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.
34. "**IT**" means Information Technology.

35. **"Locum tenens"** means providers with equivalent credentials who temporarily fulfill the duties of other practitioners, assisting a practice that is short-staffed.
36. "**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.

38. "**Minor Irregularities**" means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
39. **"Missed appointment" or "no-show"** means a scheduled medical appointment for which the eligible employee failed to appear.
40. "**Multiple Source Award**" means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
41. **"No-show rate"** means a statistical report of the number of eligible employees who never arrived for a scheduled appointment and gave no prior notice. No-show does not include cancellations or reschedules. No-Show Rate Calculation: total number of eligible employees who did not show up for their appointments divided by the total number of scheduled appointments (including the no-show appointment). No-Show Rate = No-Shows / Scheduled Appointments (excluding walk-in appointments).
42. "**Offeror**" is any person, corporation, or partnership who chooses to submit a proposal.
43. **"Payment Invoice"** means each of Contractor's detailed, certified, and written requests for payment concerning the Deliverables that Contractor renders to Agency. Each Payment Invoice must identify each Deliverable for which the Payment Invoice is submitted and must include the price stated in the Scope of Work (Deliverables section), as well as Contractor's actual charge, for each Deliverable.
44. **"Performance Bond"** means a surety bond that guarantees against Contractor's Default as well as Contractor's full performance of its obligations under a contract.
45. "**Price Agreement**" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
46. "**Procurement Manager**" means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.
47. "**Procuring Agency**" means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.
48. "**Project**" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
49. **"Quality Assurance"** or **"Quality Assurance Review"** means the planned and systematic pattern of rules, measures, procedures and process established by Agency to ensure that each Deliverable conforms to the requirements stated in the Scope of Work.
50. "**Redacted**" means a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by §§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 <u>BUT NOT</u> omitted or removed.
51. "**Request for Proposals (RFP)**" means all documents, including those attached or incorporated by reference, used for soliciting proposals.
52. "**Responsible Offeror**" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that the Offeror's 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.

55. "**Responsive Offer**" or means an offer that conforms in all material respects to the requirements set forth in the request for proposals. "Material respects" for purposes of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
56. **"Scope of Work" or "SOW"** means the statements of purpose and the Deliverables attached to or included in a final Agreement.
56. "**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.
57. **"Service" or "the Services"** means the task(s), function(s), and responsibility(ies) assigned to, and performed by Contractor according to the SOW.
59. "**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.
60. "**State (the State)**" means the State of New Mexico.
61. "**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.
62. "**State Purchasing Agent**" means the Director of the Purchasing Division of the General Services Department.
63. "**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.)
64. **"Telecommunication and Data Infrastructure"** means the physical hardware used to interconnect computers, printers, scanners, users, etc. Infrastructure includes transmission media, including telephone lines, phones, cable television lines, satellites and antennas, and also the switches, firewalls, routers, aggregators, repeaters, and other telecommunication and data infrastructure devices that control transmission paths. Infrastructure also includes the software used to send, receive, and manage the signals that are transmitted.
65. "**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.
66. **"Urgent Care"** means a category of walk-in clinic that focuses on the delivery of ambulatory care in a dedicated medical facility outside of a traditional emergency department (emergency room). Urgent care centers primarily treat injuries or illnesses requiring immediate care but are not serious enough to require an emergency department (ED) visit.
67. **"VOI"** means "value on investment" and encompasses the intangible benefits of employee health. VOI can take into account values like employee morale, decreased use of sick days, increased productivity, positivity and talent retention, etc.
68. "**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 below through your own internet connection.
To obtain the RFP, Questions & Answers, RFP Amendments, etc., go to:
https://www.hca.nm.gov/lookingforinformation/open-rfps/

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	HCA	June 30, 2026
2. Acknowledgement of Receipt Form (NDA is required to receive data)	Potential Offerors/ Agency	July 06, 2026
3. Pre-Proposal Conference	Agency	July 09, 2026 at 10:00am-MDT
4. Virtual Site visit to Clinic	Agency	July 09, 2026 at 10:00am-MDT
5. Deadline to submit Written Questions	Potential Offerors	July 13, 2026
6. Response to Written Questions	Procurement Manager	July 16, 2026
7. ***Submission of Proposal***	***Potential Offerors***	August 01,2026 at 03:00pm MDT
8. Proposal Evaluation	Evaluation Committee	August 25, 2026
9. Selection of Finalist	Evaluation Committee	August 25, 2026
10. Oral Presentation(s) & Best and Final Offers	Finalist Offerors	September 01, 2026
11. Finalize Contractual Agreements	Agency/Finalist Offerors	September 29, 2026
12. Contract Awards	Agency/ Finalist Offerors	September 30, 2026
13. Protest Deadline	HCA	+15 days
14. Go Live Date	HCA	02/01/2027

*Dates indicated in Events 7 through 12 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 Health Care Authority (HCA), State Health Benefits as indicated in the above Sequence of Events, Section II.A.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the HCA SHB Procurement Manager, Shashikanth Surkanti; Shashikanth.Surkanti@hca.nm.gov, to have their organization placed on the procurement Distribution List. The form must be returned to the HCA/SHB Procurement Manager by 3:00 pm Mountain Time 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 pre-proposal conference & Virtual Site visit shall be held on July 09, 2026 from 10:00AM to 11:00AM Mountain Time via Teams at: https://teams.microsoft.com/meet/291083557193208?p=eg0FK5bELmZwodxvcW

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered unofficial until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the preproposal conference.

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

4. Virtual Site visit to Clinic

Potential Offerors may join the virtual site visit via the Microsoft Teams meeting scheduled for the date indicated in Section II.A, Sequence of Events. Attendance at the virtual site visit is optional; however, Offerors are strongly encouraged to participate to gain a clear understanding of the clinic layout.
https://teams.microsoft.com/meet/291083557193208?p=eg0FK5bELmZwodxvcW

5. 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 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.

6. 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:
EUNA: https://newmexicohsd.bonfirehub.com/portal/?tab=openOpportunities

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

7. Submission of Proposal

Only **electronic** proposal submission is allowed. **Do not** submit hard copies.
ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN TIME ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **NO LATE PROPOSAL WILL BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped in the system when the Offeror clicks "OK" after "Review and Submit." Such electronic submissions will be considered sealed in accordance with statute.
It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically via the HCA's Euna system by the deadline set forth in this RFP. The HCA's Euna system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Offeror, ***allow adequate time for large uploads and to fully complete your submittal by the deadline****. A submission that is not both: (1) fully complete; and (2) received, via the Euna system by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the Euna system by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statutes and rule,* ***NO LATE PROPOSAL CAN BE ACCEPTED.***

Proposals must be submitted electronically through HCA's Euna Electronic Procurement system. Refer to Section III.B.1 for instructions. Proposals submitted by facsimile, or other electronic means other than through the HCA electronic e-procurement system, will not be accepted.
A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) has been obtained.

8. 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.

9. 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 Offerors receiving scores within the competitive range may be requested to deliver Oral Presentations and/or submit Best and Final Offers.

10. Oral Presentations

Shortlisted Offerors, as selected per Section II.B.8 above, *may be* required to conduct an oral presentation at a venue, or virtually, to be determined as per schedule Section II.A., Sequence of Events. If oral presentations are held, Finalist Offerors may be required to make their presentations through electronic means (Teams, GoToMeeting, Zoom, etc.). The Agency will provide Finalist Offerors with applicable details. Whether Oral Presentations will be held will be determined by the Evaluation Committee and HCA/SHB.

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. 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

Only an Offeror that has submitted a timely proposal pursuant to Paragraph 6 of this RFP may file a protest. Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §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 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 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 the Protest Manager at:

Chief Procurement Officer
Health Care Authority
1474 Rodeo Rd.
Santa Fe, New Mexico 87505

With a copy to:

Chief General Counsel
Office of General Counsel
Health Care Authority
1474 Rodeo Rd.
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 setting up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

Offerors must include details of any proposed subcontractors as part of their proposal. HCA reserves the right to decline an Offeror's request to subcontract upon award or condition such consent on compliance with terms set forth in the resulting contract. 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 thereof.

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, 1.4.1.5 & 1.4.1.36 NMAC.

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, §§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 Section III.B, 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.

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request and determine which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent disclosure and the Agency is subject to a court order in the possession of the Agency which prohibits 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 as 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 alternate wording.

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

16. Offeror's Terms and Conditions

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

17. Contract Deviations

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

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, 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, §§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 or HCA SHB 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 the procuring Agency's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.6, Response to Written Questions).

27. Use of Electronic Versions of this RFP

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

EUNA: https://newmexicohsd.bonfirehub.com/portal/?tab=openOpportunities

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

28. New Mexico Employees Health Coverage

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

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

C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information 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 differs 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. Liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of 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 HCA/SHB 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 HCA/SHB 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 HCA/SHB 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 HCA/SHB or Central Purchasing Officer.

32. New Mexico/Native American Resident Preferences

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

A. **New Mexico Business Preference**

A copy of the certification must accompany Offeror's proposal**.**

B. **New Mexico Resident Veterans Business Preference**

A copy of the certification must accompany Offeror's proposal.

An agency shall not award a business preference either a resident business preference and a resident veteran business preference.

In accordance with §13-1-21(H) NMSA 1978, an agency shall not award any combination of New Mexico/Native American Resident Preferences.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

1. **ELECTRONIC SUBMISSION ONLY Responses (HCA's E-procurement System Euna can be accessed at: https//newmexicohsd.bonfirehub.com**
2. **All vendors must register with the Procurement Portal to log in and submit ; Proposals in response to this RFP must be submitted through State Purchasing's HCA's electronic procurement system ONLY:**

The Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. Separate the proposals as described below into separate electronic files for submission.

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

a. **Technical Proposals –** One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. 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.11 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files:**

- One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.a above as **unredacted** (def. Section I.F.65) versions for evaluation purposes; and
- One (1) **redacted** (def. Section I.F.50) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;

Cost Proposals – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**.

For technical support please visit : https://help.eunasolutions.com/hc/en-us/

The ELECTRONIC proposal submission **must be fully uploaded** to HCA's Euna system by the submission deadline in Section II.B.7.
It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically via the Euna system by the deadline set forth in this RFP. The Euna system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Offeror, ***allow adequate time for large uploads and to fully complete your submittal by the deadline****. A submission that is not both: (1) fully complete; and (2) received, via the Euna system by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the Euna system by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule,* ***NO LATE OFFER WILL BE ACCEPTED****.*

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 CONTENT AND ORGANIZATION

All proposals must be submitted as follows:
Organization of files/envelopes for 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. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

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

A. Signed Letter of Transmittal
B. Signed Campaign Contribution Form
C. Table of Contents
D. Proposal Summary (limit 5 pages)
E. Response to Contract Terms and Conditions (from Section II.C.15)
F. Offeror's Additional Terms and Conditions (from Section II.C.16
    1. Response to Specifications Organizational Experience
    2. Organizational References
    3. Mandatory Specifications
    3. Oral Presentation (if applicable)

4. Technical Specifications
5. Financial Stability (Financial information considered confidential, as defined in Section I.F. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section II.C. 8, as applicable)
6. New Mexico Preferences (if applicable)

G. Other Supporting Material (if applicable)

Cost Proposal:

1. Completed Cost Response Form (APPENDIX D)

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

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

2. Letter of Transmittal

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

3. 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)

4. Table of Contents

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

5. Proposal Summary

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

6. Response to Department's Terms and Conditions

The offeror shall explicitly indicate acceptance of the General Requirements (Section II.C) and the Contract Terms and Conditions (Appendix C). As provided in Section II.C.15, should the offeror object to any of the Agency's terms and conditions, as contained in Appendix C, the offeror must propose specific alternate language. The offeror MUST provide a brief explanation of the purpose and impact of each proposed change followed by the specific proposed alternate wording. The Agency requests that Offerors propose any specific alternate language via submission of an editable Word document that shows, in redline, the proposed changes and provides a justification of the need for each change using the "Comments" tool within Word. In addition to the editable Word document, if desired, such Offerors may also submit an uneditable Word or PDF version of the same for recordkeeping purposes. Please note that 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.

7. Offeror's Additional Terms and Conditions

Offerors must submit with the proposal a complete set in writing of any additional terms and conditions they request to have included in a contract negotiated with the Agency. Offerors should check to ensure that any additional terms or conditions requested are in fact not already included within the Draft Contract set forth in Appendix C. The Agency requests that Offerors propose any additional terms and conditions via submission of an editable Word document that shows, in redline, the proposed additions and provides a justification of the need for each new provision using the "Comments" tool within Word. In addition to the editable Word document, if desired, such Offerors may also submit an uneditable Word or PDF version of the same for recordkeeping purposes.

8. Lobbying

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

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

The offeror shall perform all tasks and deliverables as outlined in Exhibit A

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

a. Provide a detailed and brief description of relevant experience, in scope and scale, with state government and private sector. The experience of any proposed subcontractors must also be described. The Offeror's technical proposal **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of onsite and near site health/medical clinics (clinics). All health and medical related services provided to private sector will also be considered;

c. Provide brief and detailed responses to APPENDIX G, State of New Mexico Onsite Clinic RFP Questionnaire

2. Organizational References.

Offeror must provide a list of a minimum of three (3) external references from a former client with 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. Client name;
b. Project description;
c. Project dates (starting and ending);
d. Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware); and
e. Client project manager name, telephone 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 <u>not</u> 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 and time 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. Mandatory Specification

Offeror's proposal must include a statement that Offeror understands and concurs with the requirements and responsibilities, **INSURANCE REQUIREMENTS.**

Offeror shall, for the full term of any resulting contract and any renewal or extension thereof, procure, maintain, and keep in force all insurance coverages required by the State of New Mexico for the services contemplated under this procurement. At a minimum, such coverages shall include facility/property

coverage, Commercial General Liability Insurance, Professional Liability/Medical Malpractice Insurance, Automobile Liability Insurance, and Workers' Compensation Insurance, in such forms and amounts as required by the State.

Offeror agrees that all required insurance shall be maintained with insurers authorized to do business in the State of New Mexico and shall comply with all applicable State requirements, including required limits of liability, terms, conditions, and endorsements.

Offeror further agrees that, as required by the State, the State of New Mexico shall be named as an additional insured on Offeror's Commercial General Liability Insurance and Professional Liability/Medical Malpractice Insurance, with limits sufficient to protect the interests of the State of New Mexico, including up to the maximum liability established under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 et seq., as applicable.

Defense costs under applicable liability policies shall be stated outside of, and shall not reduce or erode, the required liability limits.

Prior to contract execution, and thereafter upon request, the apparent successful Offeror shall provide certificates of insurance, endorsements, and such other documentation as the State may require to demonstrate compliance with all applicable insurance requirements. Failure to procure or maintain required insurance shall constitute a material breach of contract.

The Offeror shall agree to provide, or ensure that it's insurer provides, 30 (thirty) day's written notice to HCA prior to the cancellation or reduction in coverage of any policy for which the State requires coverage under the contract.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

If Offeror is selected by the Evaluation Committee as one of the finalists, it must provide sufficient information to enable the Evaluation Committee to assess the financial stability of the offeror.

2. 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.**

3. 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.**

4. Cost Response Form
   Offerors must **complete the Cost Response Form located in Appendix D**, providing detailed cost information for all applicable categories. Incomplete submissions may not be evaluated.

5. Employee Health Coverage
   Offerors must submit a statement of concurrence to the requirements of II.C. 28 of this RFP.

6. Resident Business or Resident Veterans Preference (See V. C.7)
   To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident or Veteran preference certificate, as issued by the New Mexico Taxation and Revenue Department.

7. Oral Presentation
   If selected as a finalist, Offerors agree 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.

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.

Table 1: Evaluation Point Summary

Evaluation Factors *(Correspond to Sections IV.B and IV.C)*	**Points Available**
A. Technical Specifications (Total Points)	
B. 1. Organizational Experience	75
B. 2. Organizational References	75
B. 3. Questionnaire (Technical Proposal)	400
B. Business Specifications (Total Points)	
C.1. Financial Stability	Pass/Fail
C.2. Letter Of Transmittal	Pass/Fail
C.3. Campaign Contribution Disclosure Form	Pass/Fail
C. 4. Oral Presentations	150
C.5. Cost (proposal budget and cost narrative)	300
TOTAL POINTS AVAILABLE	**1,000**
C.6. New Mexico / Native American Resident Preference	**80**
C.7. New Mexico / Native American Resident Veteran Preference Points per Section IV C.7	**100**

B. EVALUATION FACTORS

B.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.

B.2 Organizational References (See Appendix F)

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 in 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.

B.3 Questionnaire (Technical Proposal)

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 content of the responses.

C. BUSINESS SPECIFICATIONS

C.1 Financial Stability (See Table 1)

a. List any pending lawsuit or bankruptcy petitions, any lawsuit or bankruptcy that has been concluded within the last five years, or any current investigation of the offeror, its parent, affiliates, or subsidiaries that may be relevant to the operation of this program. Include a brief description of each item listed.

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

C.2 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

C.3 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

C.4 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.

C.5 Cost (See Table 1)

The offeror will be evaluated based on a best value determination, taking into account the total cost of implementation of the program for the 4-year contract period. The evaluation of each Offeror's cost proposal will be conducted using the following formula

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

C.6. New Mexico/Native American Resident Preferences

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

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.

C.7. 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.

D. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. 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 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.11). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

REQUEST FOR PROPOSAL

On-Site Health/ Medical Clinic
RFP#: 27-630-0900-0004

ACKNOWLEDGEMENT OF RECEIPT FORM

This optional Acknowledgement of Receipt Form establishes a distribution list to 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.

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION:_____

CONTACT NAME:_____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:
To: Shashikanth Surkanti
E-mail: Shashikanth.Surkanti@hca.nm.gov
Subject Line: On-Site Health/Medical Clinic RFP: 27-630-0900-0004

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

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

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

The following definitions apply:

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

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

"**Family member**" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"**Pendency of the procurement proces**s" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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

Name(s) of Applicable Public Official(s) if any:
Governor Michelle Lujan-Grisham;
Lieutenant Governor Howie Morales.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____
_____

Amount(s) of Contribution(s) _____
_____

Nature of Contribution(s) _____
_____

Purpose of Contribution(s) _____
_____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR—

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

_____ _____

Signature Date

_____

Title (Position)

APPENDIX C

DRAFT CONTRACT

State of New Mexico
HEALTH CARE AUTHORITY
State Health Benefits Division

Contract Cover Page

Awarded Vendor: **Email:** **Telephone No.:**		**Contract Number:** **Payment Terms:** Net 30 **F.O.B.:** Destination **Delivery:**
Ship To:		**Procurement Specialist:** **Telephone No.:** 505-827- **Email:** @state.nm.us
Invoice:		
For questions regarding this contract please contact:		

Title: State of New Mexico On-Site Health/Medical Clinic

Term:
The attached Contract is made subject to the "terms and conditions" as indicated.

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

STATE OF NEW MEXICO

HEALTH CARE AUTHORITY

PROFESSIONAL SERVICES CONTRACT #_____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Health Care Authority**, hereinafter referred to as the "HCA," and **[NAME OF CONTRACTOR]**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Health Care Authority/State Health Benefits(HCA/SHB).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the services set forth in Exhibit A, entitled Scope of Work, which is attached hereto and incorporated herein. Such services shall be performed in accordance with the requirements of Exhibit A and Contractor further agrees that it is subject to the performance guarantees, entitled Performance Guarantees, attached hereto and incorporated herein.

2. Compensation.

A. The HCA shall pay to the Contractor, in full payment for services satisfactorily performed pursuant to the Scope of Work, those fees set forth in Exhibit B, entitled Fee Schedule, attached hereto and incorporate herein. The maximum compensation payable, including gross receipts tax, shall not to exceed [DOLLARS AND CENTS IN WORDS] ($[DOLLARS AND CENTS IN NUMERALS]) in FY[XX], [DOLLARS AND CENTS IN WORDS] ($[DOLLARS AND CENTS IN NUMERALS]) in FY[XX], [DOLLARS AND CENTS IN WORDS] ($[DOLLARS AND CENTS IN NUMERALS]) in FY[XX], and [DOLLARS AND CENTS IN WORDS] ($[DOLLARS AND CENTS IN NUMERALS]) in FY[XX]. As such, the total maximum compensation payable pursuant to this Agreement for the services performed hereunder, including gross receipts tax, shall not exceed [DOLLARS AND CENTS IN WORDS] ($[DOLLARS AND CENTS IN NUMERALS]).

B. Payment in FY[XX], FY[XX], FY[XX], and FY[XX] 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 HCA/SHB. All invoices MUST BE received by the HCA no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the HCA 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 HCA 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 HCA 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 HCA/SHB Contracts Review Bureau. This Agreement shall expire on [DATE] unless terminated pursuant to Paragraph 4 (Termination), or Paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

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

B. Notice; HCA Opportunity to Cure.

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

2. Contractor shall give HCA written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the HCA's material breaches of this Agreement upon which the termination is based and (ii) state what the HCA must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the HCA 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 HCA 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 HCA; (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 HCA'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 HCA'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 HCA 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 HCA; 2) comply with all directives issued by the HCA in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the HCA shall direct for the protection, preservation, retention or transfer of all property titled to the HCA 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 HCA upon termination and shall be submitted to the HCA 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 HCA to the Contractor. The HCA's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the HCA 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 HCA 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 HCA.

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 HCA. 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 HCA.

9. Release.

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

10. Confidentiality.

A. Any Confidential Information provided to the Contractor by the HCA or, developed by the Contractor based on information provided by the HCA 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 HCA.

B. If Contractor is requested or required to disclose Confidential Information by subpoena, legal process, or applicable law, including public records acts, such Contractor shall (to the extent permitted by

law) provide the HCA with prompt written notice of that request or requirement and shall furnish only that portion of the Confidential Information that it determines is legally required to be disclosed.

C. Contractor is only permitted to use Confidential Information to the extent necessary to effectuate this agreement. For the sake of clarity, Contractor shall not (a) sell, license, or grant any other rights to Confidential Information, or (b) use Confidential Information for the creation, operation or improvement of any product, service or database for external or commercial use. Confidential Information shall at all times during and after the term of this Agreement remain the sole and exclusive property of the HCA.

D. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the HCA within thirty (30) Business Days of such termination, except Contractor may retain one copy of such Confidential Information to the extent necessary to fulfill its records retention obligations per legal and regulatory requirements. Contractor shall maintain any Confidential Information retained pursuant to this Section in accordance with the terms of this Agreement.

E. This obligations of this Paragraph 10 shall survive the termination or expiration of this Agreement until such time as Contractor no longer retains any Confidential Information.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

1. in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any HCA employee while such employee was or is employed by the HCA and participating directly or indirectly in the HCA's contracting process;

2. this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee

of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

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

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

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the HCA relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the HCA 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 HCA and notwithstanding anything in the Agreement to the contrary, the HCA may immediately terminate the Agreement.

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

13. <u>Rights to and Protection of Data</u>.

A. <u>Rights</u>. Any and all of the HCA's Data that is stored upon Contractor's servers or lies within Contractor's custody hereunder, is the HCA's sole and separate property and inures to the HCA's exclusive benefit. None of Contractor or Contractor's Employees, subcontractor(s), affiliates and/or assigns will make use of, disclose, sell, copy, license or reproduce the HCA's Data in any manner, or provide the HCA's Data to any third party absent the HCA's prior written authorization. Notwithstanding the foregoing, Contractor, its subcontractors or its subsidiaries may use the HCA's Data to provide Services and information derived from the Data for internal

business purposes, including research and analysis and performance benchmarking. Contractor may also provide the HCA's Data to a third party to the extent permitted by applicable law or this Agreement. Contractor shall supply the HCA a copy of its Data in a mutually agreed file format within 5 business days, or a mutually agreed upon timeframe, of a written request submitted to Contractor from the HCA's Chief Information Officer.

B. Safeguards. Contractor will protect and safekeep all of the HCA's Data to the same or a higher degree of care that Contractor takes with respect to its own information and data, but in any event not less than a reasonable degree of care. Contractor will implement administrative, physical, and technical safeguards consistent with commercially acceptable standards and practices to protect the HCA's Data from any and all harm, including but not limited to, breach, intrusion, contamination, corruption, loss, leak, theft, disintegration, viral attack, denial-of-service, malware, worms, trojans, ransomware, hacking, phishing, skimming and other damage of any kind (collectively "Data Damage"), whether caused by Contractor, Contractor's employees or one or more third parties. Data Damage shall not include (i) unsuccessful attempts to penetrate networks or servers maintained by Contractor and (ii) immaterial incidents that occur on a routine basis, such as general "pinging" or "denial of service" attacks. In the event a Data Damage incident occurs while the HCA's Data is within Contractor's purview and/or control, upon Contractor's confirmation of a Data Damage incident affecting HCA's Data and without undue delay, Contractor will notify the HCA's Chief Information Officer concerning the Data Damage incident, including sufficient information (to the extent such information is known) to the HCA Chief Information Officer, and the measures, Contractor will implement to mitigate the Data Damage. For the avoidance of doubt, HCA will be notified of a Data Damage incident resulting in the unauthorized access, use, disclosure, modification, or destruction of HCA's PII and PHI, as defined in 3.4(B) below, per the terms of the BAA, specifically Section IV "Business Associate Obligations for Notification, Risk Assessment, and Mitigation".

C. Use and Disclosure of Patient Information. The parties acknowledge and agree that they have entered into a Business Associate Agreement ("BAA") as required by HIPAA, which is attached hereto as Exhibit D and incorporated herein by this reference. The parties agree the BAA will govern the use, access, or disclosure of all personally identifiable information ("PII"), including Protected Health Information ("PHI"), Contractor may collect or receive. While Contractor does not anticipate receiving or collecting PII about Covered Persons that is not PHI, Contractor agrees to protect and secure any PII of Covered Persons according to the terms of the BAA and agrees to fulfill any other obligations related to PII as required therein.

14. 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 HCA 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.

15. 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.

16. Penalties for Violation of Law.

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

17. 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.

18. Applicable Law.

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

19. 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 HCA.

20. 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 HCA, the General Services Department/State Purchasing Division and the State Auditor. The HCA shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the HCA to recover excessive or illegal payments

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the HCA and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when

the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the HCA and the Risk Management Division of the New Mexico General Services Department by certified mail.

22. New Mexico Employees Health Coverage.

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

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

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

23. Invalid Term or Condition.

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

24. Enforcement of Agreement.

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

25. Notices.

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

To the HCA:
[insert name, address and email].

To the Contractor:
[insert name, address and email].

Each party may change such notice mailing and/or transmission information upon prior written notification to the other party of such change in accordance herewith.

26. Authority.

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

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

By: _____ Date:_____
HCA

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

By: _____ Date:_____
HCA'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/or 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:_____
HCA/SHB Contracts Review Bureau

Exhibit A

Scope of Work

State of New Mexico

On-Site Health/Medical Clinic
Exhibit A
Scope of Work

I. INTRODUCTION AND PURPOSE

The Contractor shall provide comprehensive management, staffing, and operation of the State Health Benefits Bureau (SHB) on-site health center. The purpose of the health center is to deliver accessible, high-quality, cost-effective primary care and related services to eligible members, while supporting improved health outcomes and reducing avoidable utilization of higher-cost care settings.

The Contractor shall be fully responsible for the day-to-day operations of the health center and shall ensure that all services are delivered in a manner that is consistent with industry standards, evidence-based clinical practices, and the requirements set forth in this Agreement.

The health center is available to eligible employees, enrolled dependents, and participating Local Public Body (LPB) employees and their enrolled dependents covered under SHB-sponsored benefit plans. While eligibility extends statewide, utilization of the onsite health center is expected to be concentrated primarily within the Santa Fe, Bernalillo, and Sandoval County regions due to geographic proximity to the facility. The Contractor shall maintain sufficient operational flexibility to serve all eligible members while recognizing the primary service area of the health center.

II. GENERAL SCOPE OF SERVICES

The Contractor shall provide all services necessary to operate and manage the on-site health center, including but not limited to clinical services, administrative services, staffing, scheduling, reporting, technology support, and coordination with SHB and its contracted partners.

The Contractor shall ensure that all services are delivered in a timely, professional, and member-centered manner and that access to care is sufficient to meet the needs of the covered population.

The Contractor shall comply with all applicable federal and state laws, regulations, and professional standards in the delivery of services under this Agreement.

III. HEALTH CENTER OPERATIONS

The Contractor shall be responsible for the full operation of the on-site health center, including but not limited to:

• Establishing and maintaining operational workflows necessary to ensure efficient and effective delivery of services

• Managing appointment scheduling, patient flow, and access to care

• Ensuring adequate staffing levels to meet demand

• Maintaining hours of operation as agreed upon with SHB

• Coordinating all aspects of clinic operations to ensure continuity and quality of care

• Maintaining clinic equipment, supplies, and operational systems necessary to support service delivery

• Communicating and coordinating with HCA with respect to use and maintenance of the building and grounds within which the health center is located.

The Contractor shall ensure that the health center operates in a legally compliant manner that minimizes wait times, maximizes appointment availability, and supports appropriate utilization of services.

IV. CLINICAL SERVICES

The Contractor shall provide advanced primary care and related clinical services appropriate for an on-site health center, including preventive care, routine care, management of chronic conditions, health coaching, wellness support, and other related services.

The Contractor may supplement onsite services through virtual care, telehealth, or telemedicine solutions, as appropriate, to improve access, convenience, continuity of care, and member engagement. Any virtual care services proposed shall comply with applicable federal and state requirements and shall be integrated with the overall care delivery model.

All clinical services shall be delivered in accordance with evidence-based guidelines and accepted standards of care.

The Contractor shall ensure that:

• Members receive appropriate clinical evaluations and treatment

• Preventive care services are actively promoted and delivered

• Chronic conditions are managed in a structured and clinically appropriate manner

• Referrals to external providers are made when services are beyond the scope of the health center

• Clinical services support continuity of care and coordination with the member's broader healthcare team

• Virtual care services, if offered, are coordinated with onsite services to ensure a seamless member experience and appropriate clinical follow-up

The Contractor shall coordinate care with external providers, including medical carriers and other healthcare providers, as necessary to support continuity of care.

V. STAFFING REQUIREMENTS

The Contractor shall provide all personnel necessary to operate the health center and provide the clinical services set forth above, including clinical and administrative staff.

All staff shall:

• Be appropriately licensed, certified, and qualified for their roles

• Maintain all required credentials and comply with applicable professional standards

• Deliver services in a professional and member-focused manner

• Participate in ongoing education and training necessary to maintain competency and service quality

The Contractor shall be responsible for recruiting, hiring, training, supervising, and managing all personnel assigned to the health center.

The Contractor shall ensure staffing levels are sufficient to meet service demand and shall adjust staffing as necessary to maintain appropriate access to care.

VI. MEMBER ACCESS AND EXPERIENCE

The Contractor shall ensure that members have reasonable and timely access to health center services.

The Contractor shall:

• Maintain appointment availability that meets demand

• Provide clear and accurate information to members regarding services and access

• Deliver services in a manner that promotes a positive member experience

• Address member concerns and complaints in a timely and professional manner

• Support communication needs for diverse populations, including members with limited English proficiency or accessibility needs

The Contractor shall support SHB's efforts to promote utilization of the health center and shall participate in outreach and engagement activities as requested.

All member-facing communications, marketing materials, educational materials, outreach campaigns, and other communications related to the health center shall be subject to review and approval by SHB prior to distribution, unless otherwise authorized by SHB.

VII. CARE COORDINATION

The Contractor shall coordinate care with SHB, medical carriers, pharmacy benefit managers, behavioral health resources, wellness vendors, disease management vendors, Employee Assistance Program (EAP) vendors, and other relevant partners to ensure that members receive appropriate and continuous care.

This includes:

• Facilitating referrals to external providers

• Coordinating follow-up care

• Supporting transitions of care

• Communicating with other providers as necessary

• Assisting members in accessing services available through their specific medical plan and provider network

• Referring members, as appropriate, to SHB-sponsored programs and contracted resources, including wellness programs, weight management programs, diabetes management programs, behavioral health resources, Employee Assistance Program services, and other population health initiatives

The Contractor shall ensure that referrals are made in a manner that supports member choice while promoting the use of participating providers, contracted networks, and high-value programs available through the member's benefit plan. When clinically appropriate, the Contractor shall support referrals within the member's applicable SHB medical carrier network and assist members in accessing in-network providers, facilities, and contracted programs designed to improve health outcomes and reduce unnecessary healthcare costs.

The Contractor shall ensure that care coordination activities are documented and performed in a manner that supports continuity and quality of care.

VIII. REPORTING AND DATA REQUIREMENTS

The Contractor shall provide accurate, complete, and timely reports to SHB in a format and frequency specified by SHB.

Reporting shall include, at a minimum:

• Operational metrics

• Utilization data

• Clinical activity

• Member access and engagement

• Wellness and chronic condition management activities

• Referral activity and care coordination metrics

• Member satisfaction measures

• Any other data requested by SHB

The Contractor shall ensure that all data submitted is accurate, auditable, and supported by underlying records.

The Contractor shall cooperate with SHB in the development and refinement of reporting requirements as needed.

IX. DATA OWNERSHIP, RECORD RETENTION, AND TRANSITION SUPPORT

All data generated under this Agreement, including but not limited to operational reports, utilization reports, clinical activity reports, member engagement data, quality metrics, financial reports, and other program-related information, shall be the property of the State.

The Contractor shall maintain all records in accordance with applicable federal and state requirements and shall make such records available to SHB promptly upon request.

The Contractor shall cooperate fully with SHB in the transfer of records, reports, operational information, and other program data during contract transitions or upon termination of the Agreement. Such cooperation shall be provided in a timely and orderly manner to ensure continuity of services and minimize disruption to members.

The Contractor shall cooperate with SHB and any successor contractor to facilitate an orderly transition of services and transfer of operational knowledge, records, reporting, and program information.

X. QUALITY AND PERFORMANCE EXPECTATIONS

The Contractor shall deliver services in a manner that supports high-quality care and continuous improvement.

The Contractor shall:

• Monitor performance and outcomes

• Identify areas for improvement

• Implement corrective actions as necessary

• Participate in quality improvement initiatives as directed by SHB

• Participate in the development and monitoring of performance measures and performance guarantees, as requested by SHB

The Contractor shall cooperate with SHB in evaluating performance and shall take appropriate action to address identified issues.

XI. TECHNOLOGY, PRIVACY, AND SECURITY

The Contractor shall maintain technology systems, privacy safeguards, and security controls sufficient to support the secure operation of the health center and protection of member information.

The Contractor shall:

• Comply with all applicable privacy and security requirements, including HIPAA and other applicable federal and state requirements

• Maintain appropriate administrative, technical, and physical safeguards to protect confidential information

• Maintain business continuity and disaster recovery capabilities appropriate for health center operations

• Promptly notify SHB of any actual or suspected privacy, security, or data breach incidents affecting information related to services provided under this Agreement

XII. COMPLIANCE

The Contractor shall comply with all applicable federal and state laws, regulations, and standards, including but not limited to those related to healthcare delivery, privacy, security, licensure, and professional practice.

The Contractor shall ensure that all personnel comply with applicable requirements and that all services are delivered in accordance with legal and regulatory standards.

XIII. COORDINATION WITH SHB

The Contractor shall work collaboratively with SHB and its representatives to support the effective operation of the health center.

The Contractor shall:

• Participate in meetings as requested

• Provide information and updates as needed

• Support SHB initiatives related to health center operations

• Periodically provide recommendations regarding opportunities to improve member engagement, access to care, health outcomes, operational efficiency, technology utilization, and overall program performance

The Contractor shall respond to SHB inquiries in a timely and professional manner.

XIV. Optional Service Consideration –

A. Mobile Health Unit

The State is evaluating potential strategies to expand access to healthcare services for members across New Mexico, including in rural and underserved areas. One such strategy under consideration is the use of a mobile health unit(s) to supplement onsite health center services and improve access to preventive, primary, and select diagnostic services.

While mobile health services are not included in the base scope of work, Offerors are required to provide detailed information regarding their capability to support, deploy, and administer such services, should the State elect to pursue this option.

Offerors shall describe their experience, operational approach, and demonstrated capacity to implement mobile health services on a scale. Responses must be sufficiently detailed to allow the State to evaluate operational feasibility, member access impact, scalability, and potential return on investment.

At a minimum, Offerors must address the following:

- A comprehensive description of the proposed mobile health unit model, including vehicle specifications, equipment, technology capabilities, and clinical setup

- The scope of services that can be delivered via the mobile unit, which should include, at a minimum, preventive care, annual wellness visits, primary care services, chronic condition screening (e.g., diabetes, hypertension), laboratory services (including blood panels), immunizations, and health education
- Any limitations on services due to regulatory, staffing, or operational constraints
- Proposed staffing model, including provider types (e.g., physician, nurse practitioner, physician assistant), support staff, and availability of bilingual personnel
- A conceptual service delivery model tailored to the State, including recommended geographic coverage, identification of target service areas, frequency of visits, and a sample rotation schedule (e.g., servicing multiple regions throughout the year, such as 2–3 visits annually in key locations)
- Approach to coordinating care between the mobile unit, onsite health center(s), and the broader provider network, including referral pathways and follow-up care
- Strategies to promote member awareness, engagement, and utilization of mobile services, particularly in rural or underserved populations
- Experience with similar programs, including measurable outcomes, utilization rates, and any demonstrated improvements in access, quality, or cost
- Data collection, reporting, and performance tracking capabilities specific to mobile services, including how outcomes and utilization would be reported to the State

Informational Pricing – Mobile Health Unit

Offerors shall provide a separately identified, informational pricing proposal for mobile health unit services. This pricing will be used solely for evaluation and planning purposes and must be clearly distinguished from base contract pricing.

Pricing must include a detailed breakdown of all anticipated costs associated with implementation and ongoing operations, including but not limited to:

- Capital costs (if applicable), including vehicle acquisition or leasing and equipment
- Staffing costs, including clinical and support personnel
- Operational costs, including travel, fuel, maintenance, and logistics
- Administrative and program management costs
- Any per-visit, per-event, or per-member pricing structures
- Assumptions regarding utilization, frequency of deployment, and geographic coverage

Offerors shall clearly state all assumptions used in developing pricing and describe any variables that may impact cost (e.g., travel distances, service frequency, staffing model).

State Consideration and Reservation of Rights

The State will evaluate mobile health unit services based on operational feasibility, member access considerations, and overall value, including the ability to effectively serve rural and underserved populations.

The State reserves the right to defer, modify, or decline implementation of mobile health unit services. Inclusion of this request does not constitute a commitment to procure or implement such services under the resulting contract.

If pursued, mobile health unit services may be incorporated into the contract through amendment or as an optional service component, subject to further negotiation and demonstrated value.

B. Statewide Laboratory Services Access

The State is exploring opportunities to expand access to affordable laboratory services for members beyond the geographic footprint of the onsite health center. Currently, laboratory services provided through the onsite clinic are available to members at no cost at the point of service, with costs billed to the plan at rates that are materially lower than those available through contracted medical carriers.

As part of this Request for Proposal, the State is seeking information regarding the Offeror's ability to extend similar laboratory service access to members statewide through affiliated or contracted laboratory providers.

While statewide laboratory services are not included in the base scope of work, Offerors are required to provide detailed information regarding their capability to support and administer such services as an optional program component.

Offerors shall describe their affiliated laboratory provider(s) and their ability to deliver services across New Mexico, including rural and underserved areas. Responses must be sufficiently detailed to allow the State to evaluate geographic access, cost competitiveness, operational feasibility, and potential impact on member experience and overall plan costs.

At a minimum, Offerors must address the following:

- Identification of contracted or affiliated laboratory provider(s), including any national or regional laboratory partners
- A description of the geographic footprint of laboratory locations across the State of New Mexico, including the number and distribution of patient service centers and coverage in rural areas
- The range of laboratory services available, including but not limited to routine blood panels, preventive screenings, chronic condition monitoring (e.g., diabetes-related labs), and other commonly utilized diagnostic tests
- A comparison of proposed laboratory pricing relative to typical carrier-contracted rates, including clear demonstration of any cost advantages to the State
- The Offeror's ability to support a model in which laboratory services are provided to members with no cost at the point of service, with costs billed directly to the State
- Operational workflows for ordering, processing, and reporting laboratory services, including how orders would be generated (e.g., through the onsite clinic, mobile unit, or external providers) and how results would be communicated to members and providers
- Integration with clinical care, including how laboratory results are shared with treating providers and incorporated into ongoing care management
- Member access and experience considerations, including scheduling, walk-in availability, turnaround times, and support for members in rural or underserved areas
- Any regulatory, contractual, or operational limitations associated with implementing this model

Informational Pricing – Statewide Laboratory Services

Offerors shall provide a separately identified, informational pricing proposal for statewide laboratory services. This pricing must be clearly distinguished from base contract pricing and will be used solely for evaluation and planning purposes.

Pricing must include:

- Unit pricing for common laboratory services and panels
- Any bundled pricing arrangements or negotiated rate structures
- Administrative or program management fees, if applicable
- Any volume-based pricing assumptions or guarantees
- Clear comparison, where possible, to standard market or carrier-contracted rates

Offerors shall clearly state all assumptions used in developing pricing and identify any factors that may impact cost variability.

State Consideration and Reservation of Rights

The State will evaluate statewide laboratory service capabilities based on geographic accessibility, cost effectiveness, operational feasibility, and the ability to enhance member access to high-value services.

The State reserves the right to defer, modify, or decline implementation of statewide laboratory services. Inclusion of this request does not constitute a commitment to procure such services under the resulting contract.

If pursued, statewide laboratory services may be incorporated into the contract through amendment or as an optional service component, subject to further evaluation and negotiation.

C. Future Expansion of Onsite Health Center Locations

The State is interested in understanding the feasibility of expanding onsite health center services to additional areas of New Mexico in the future should funding, operational priorities, and member demand support such expansion.

Although this procurement is limited to operation of the existing State Health Benefits onsite health center, Offerors are requested to provide information regarding their experience planning, implementing, staffing, and operating multiple employer-sponsored onsite health centers across geographically diverse service areas.

Responses shall be provided for informational and planning purposes only and will not be considered part of the base scope of work or evaluated as part of the contract award.

At a minimum, Offerors shall address the following:

- Experience developing, implementing, and operating multiple onsite employer health centers under a single contract.
- Recommended criteria and methodology for evaluating future clinic locations, including considerations such as eligible population, utilization projections, geographic accessibility, provider availability, and operational sustainability.
- A conceptual implementation approach for establishing additional onsite health centers in locations such as the Albuquerque metropolitan area and the Las Cruces region.
- Estimated implementation timelines, including planning, facility development, staffing, licensing, and operational readiness.
- Recommended staffing models and anticipated facility requirements for additional clinic locations.
- Opportunities to leverage centralized administration, technology, telehealth, staffing, purchasing, and other operational efficiencies across multiple clinic locations.
- General cost considerations associated with establishing and operating additional clinic locations, including startup costs, ongoing operating costs, and any economies of scale that may be realized through management of multiple facilities.

Informational Pricing – Future Onsite Health Center Expansion

Offerors shall provide a separately identified, informational pricing proposal describing the anticipated costs associated with establishing and operating additional onsite health center locations. Pricing shall be clearly distinguished from base contract pricing and will be used solely for planning and evaluation purposes.

Pricing should include, as applicable:

- Estimated one-time implementation and startup costs.
- Estimated annual operating costs.
- Staffing assumptions.
- Facility assumptions.
- Administrative and management costs.
- Any assumptions regarding minimum eligible population necessary to support financial sustainability.
- Any anticipated cost savings associated with operating multiple clinic locations under a single contract.

Offerors shall clearly identify all assumptions used in developing the informational pricing proposal.

State Consideration and Reservation of Rights

The State will review this information solely to better understand future expansion opportunities and market capabilities. Inclusion of this request does not constitute a commitment by the State to establish additional clinic locations or to procure such services under the resulting contract.

Should the State elect to pursue additional onsite health center locations in the future, implementation would be subject to available funding, operational priorities, and any approvals or procurement actions required under applicable law.

APPENDIX D

Cost Response Form

Offerors must complete and submit the Cost Response Attachment included in this RFP. The attachment requires Offerors to provide detailed cost information for all applicable categories, including but not limited to Staffing, Technology, Operational, Marketing, Administration, Supplies, Pharmacy, and Overhead & Profit.

All sections of the Cost Response Attachment must be fully completed. Failure to submit a complete and itemized cost response may result in the proposal being deemed non-responsive.

APPENDIX E

Letter of Transmittal Form

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror's proposal.

RFP#: 27-630-0900-0004

1. **Identify the following information for the submitting organization**:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

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. **Will any subcontractor/s be used in the performance of any resultant contract?** (Select one):

____ No.

____Yes. Identify subcontractor/s: _____

4. **Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract**? (Select one)

____ No.

____ Yes. Identify entity/-ies: _____

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.

Sign: _____ 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 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, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Shashikanth Surkanti at Shashikanth.Surkanti@hca.nm.gov by July 31, 2026, 3:00PM MST/MDT 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 # 27-630-0900-0004
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. Submit this Questionnaire to the State of New Mexico, Health Care Authority via e-mail at:

Name: Shashikanth Surkanti
Email: Shashikanth.Surkanti@hca.nm.gov

Forms must be submitted no later than July 31,2026 3:00 PM and **must not** be returned to the organization requesting a reference. References are **strongly encouraged** to provide comments in response to organizational ratings. The comments you provide will help the State evaluate the above-referenced Offeror's service history, successful execution of services and evidence of customer/client satisfaction.

For questions or concerns regarding this form, please contact the State of New Mexico **Procurement Manager** at Shashikanth.Surkanti@hca.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., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1) In what capacity have you worked with this vendor in the past?
   COMMENTS:

2) How would you rate this firm's knowledge and expertise with the provision of services offered through a government sponsored “stay well/medical clinic”?
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

   COMMENTS:

3) How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

   COMMENTS:

4) What is your level of satisfaction with customer recruitment materials produced 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, customers 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 services and products (if products were provided) developed 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 again recommend to your organization this vendor's services?

    COMMENTS:

APPENDIX G

State of New Mexico Onsite Clinic RFP Questionnaire

APPENDIX H

Background Information of the space in Montoya Building:

The Joseph Montoya Building (Building) is located at 1100 South St Francis Drive in Santa Fe, NM. It was built in approximately 1984. Original drawings are included but may not be accurate at this time. The square footage available for the clinic is 3076 SF.

Under the General Services Department (GSD), the Facilities Management Division (FMD) is the technical owner of government facilities, including the Montoya Building; it is responsible for oversight and management of any construction and the performance of maintenance, security systems and operations of the Building, including compliance with federal, state, and local ADA laws, rules, and regulations.

All IT infrastructure and connectivity for security systems is under the umbrella of the GSD Technology & Systems Support Bureau (TSSB). The State will provide telecommunications (desk phones, call attendant system, phone lines and voicemail) equipment and support. Phone lines will be connected to the State's PBX (private branch exchange) and voice network. The Contractor is responsible to provide their own data network infrastructure and backbone, network hardware (routers, switches, firewalls, etc.) and technical support. The Contractor's data network will not reside on the State's data network backbone. The Contractor is responsible to provide their own data backup and recovery systems and technical support.

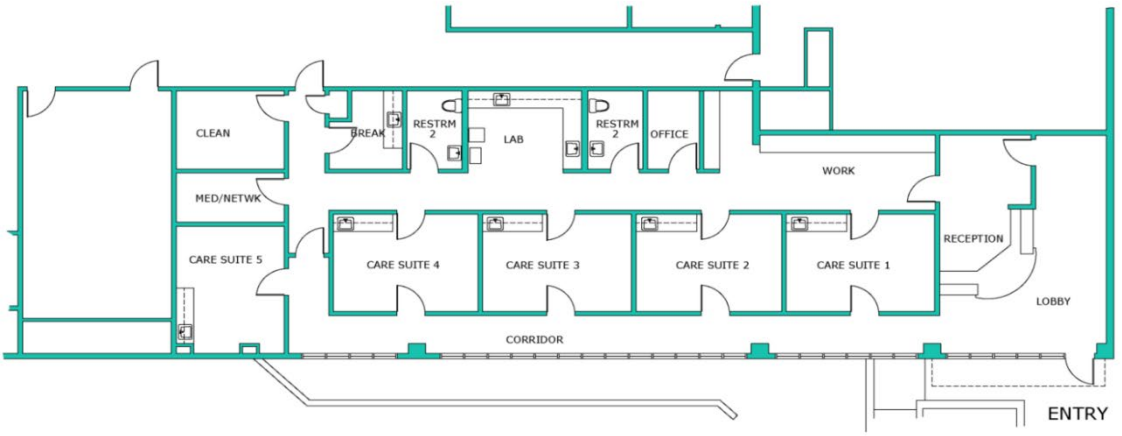
Telecommunications systems are managed by the State of New Mexico Department of Information Technology (DoIT). All data network infrastructure, connectivity to an ISP, backbone hardware, technical and maintenance support is to be provided by the selected medical provider technical support organization with the concurrence of GSD/TSSB and DoIT. DoIT will bill the selected Contractor directly for telecom service needs and the Contractor will work directly with DoIT Service Desk for changes, service-related issues, billing questions, etc. over the life of the contract.

Contractor shall:

1. Pay for any signage inside the Building or any custom signage outside the Building.
2. Provide and maintain any security processes inside the Clinic, e.g., badges and other access identified as needing security.
3. Provide all custodial and maintenance inside the Clinic except as otherwise provided in this Appendix H.

State shall:

1. Provide standard signage, e.g., "Stay Well Health Center" on the outside of the Building.
2. Designate and identify spaces for patient parking.
3. Provide security card readers outside the Building for access to the Clinic, provide security badges, and manage access programming in the Building security system.
4. Maintain current video surveillance system for external perimeters of the Building.
5. Maintain the heating, ventilation and air conditioning (HVAC) for the Clinic.



NOTE:
LAYOUT BASED ON VISUAL INSPECTION, CONTRACTOR TO VERIFY DIMENSIONS IN FIELD.

FLOOR PLAN MONTOYA BUILDING -STAY WELL HEALTH CENTER

EXISTING CONDITIONS 1100 S. ST. FRANCIS DR. SANTA FE, NM

APPENDIX I

HIPAA BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (this "**Agreement**") is made by and between HCA (**"Covered Entity"**) and Contractor (the "**Business Associate**"), jointly the "the Parties" and individually a "Party."

RECITALS

A. Covered Entity and Business Associate are Parties to and have entered into a Professional Services Agreement (the "Underlying Agreement"), to which this Business Associate Agreement is an Exhibit. Per the Underlying Agreement, Business Associate provides services involving the creation, receipt, use, disclosure, maintenance or transmission of Protected Health Information that Business Associate receives from or on behalf of Covered Entity (collectively, "PHI").

B. The Parties intend to protect the privacy and provide for the security of PHI that may be stored or transmitted through the terms of the Underlying Agreement in compliance with: (i) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); (ii) Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), also known as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009; and (iii) regulations promulgated thereunder by the U.S. Department of Health and Human Services, including the HIPAA Omnibus Final Rule ("the HIPAA Final Rule"), which amended the HIPAA Privacy and Security Rule pursuant to the HITECH Act, extending certain HIPAA obligations to business associates and their subcontractors.

C. The purpose of this Agreement is to satisfy certain standards and requirements of HIPAA, the Privacy Rule and Security Rule (as those terms are defined below), and the HIPAA Final Rule, including but not limited to, Title 45, §§164.314(a)(2)(i), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R").

D. Covered Entity and Business Associate desire to enter into this Agreement to ensure the protection and proper use and disclosure of PHI and each of the Parties' compliance with HIPAA.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Covered Entity and Business Associate agree as follows:

AGREEMENT

1. Definitions.

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information ("PHI"), Required By Law, Secretary, Subcontractor, Unsecured Protected Health Information and Use. Specific definitions include:

(a) **Affiliate**: "Affiliate" means any corporation, limited liability company or other entity, directly or indirectly controlling, controlled by, or under common control with a party. "Control," including "controlling", "controlled by" or "under common control with" means the power to direct the affairs of a party by reason of (i) having the power to elect or appoint, through ownership, membership or otherwise, either directly or indirectly, a majority of the governing body of such party; (ii) owning or controlling the right to vote a majority number of

the shares of voting stock, nonprofit membership interests or other voting interest of such party; or (iii) having the right to direct the general management of the affairs of such party by contract or otherwise.

(b) **Business Associate**: "Business Associate" shall have the same meaning as the "business associate" at 45 C.F.R. §160.103, and in reference to the Party to this Agreement.

(c) **Covered Entity**: "Covered Entity" shall have the same meaning as the term "Covered Entity" at 45 C.F.R. 160.103, and in reference to the Party to this Agreement.

(d) **Disclosure**: "Disclosure" shall mean the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.

(e) **Electronic Protected Health Information" and/or EPHI**: "Electronic Protected Health Information" means Protected Health Information that is created, received, maintained, or transmitted by Electronic Media as defined at 45 C.F.R. §160.103, and includes without limitation, any EPHI provided by Covered Entity or created or received by Business Associate on behalf of Covered Entity.

(f) **HIPAA**: "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91, as amended, and related HIPAA regulations (45 C.F.R. Part 160 and 164).

(g) **HIPAA Rules**: "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160, 162, and 164, and as amended.

(h) **HITECH Standards**: "HITECH Standards" shall mean the privacy, security, and breach notification provisions applicable to a Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH") Act, which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations promulgated thereunder.

(i) **Privacy Rule**: "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subpart A and Subpart E, as amended.

(j) **Security Incident**: "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

(k) **Security Rule**: "Security Rule" shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Parts 160, 162, and 164, and as amended.

Capitalized terms used in this Agreement and not otherwise defined herein, have the same meaning as set forth in the Privacy Rule, the Security Rule, and the HIPAA Final Rule, which definitions are incorporated into this Agreement by reference. A change to HIPAA which modifies any defined HIPAA term, or which alters the regulatory citation for the definition, shall be deemed incorporated into this Agreement.

2. General Provisions.

(a) Effect. The provisions of this Agreement shall control with respect to PHI. The terms and provisions of this Agreement shall supersede any conflicting or inconsistent terms and provisions of the Underlying Agreement to the extent of such conflict or inconsistency, except that in the event that any term of provision of the Underlying Agreement provides for an additional restriction on the use or disclosure of PHI or other Covered Entity data, the more restrictive provision shall control. This Agreement shall not modify or supersede any other provision of the Underlying Agreement.

(b) No Third-Party Beneficiaries. The Parties have not created and do not intend to create by the Agreement any third-party rights, including but not limited to, third-party rights for Members or patients of Covered Entity.

(c) HIPAA Amendments. Any future amendment to HIPAA affecting Business Associate agreements is hereby incorporated by reference into this Agreement in its entirety, effective on the later of the of the effective date of this Agreement or such subsequent date as may be specified by HIPAA.

(d) Regulatory References. A reference in this Agreement to a section in HIPAA means the section as it may be amended from time-to-time.

(e) Interpretation. This Agreement is intended to comply with HIPAA. If there is any ambiguity in this Agreement, it will be resolved to permit compliance with HIPAA.

3. Permitted Uses and Disclosures of PHI.

(a) Performance of the Agreement for Covered Entity. Except as otherwise limited in this Agreement, Business Associate may make any and all uses of PHI necessary to perform its obligations under the Underlying Agreement provided that any such Use or Disclosure would not violate HIPAA if done by Covered Entity. All other uses not authorized by this Agreement are prohibited.

(b) Management, Administration, and Legal Responsibilities. Except as otherwise limited in this Agreement, Business Associate may Use and Disclose PHI for the proper management and administration of Business Associate and/or to carry out the legal responsibilities of Business Associate, provided that any Disclosure may occur only if: (1) Required By Law; (2) Business Associate makes uses or disclosures in accordance with the minimum necessary requirements of HIPAA; (3) Business Associate agrees to use or disclose only a "limited data set" of PHI as defined in the HIPAA Standards while conducting the authorized activities herein, except where a "limited data set" is not practicable in order to accomplish those activities, or (4) Business Associate obtains written reasonable assurances from the person to whom the PHI is Disclosed that it will be held confidentially and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the person, and the person notifies Business Associate of any instances of which it becomes aware in which the confidentiality of the PHI has been breached.

(c) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity to the extent specifically authorized within the Underlying Agreement.

(d) Business Associate agrees to make uses and disclosures and requests for PHI of Covered Entity subject to the minimum necessary provisions that are applicable to Business Associate.

(e) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.

(f) Except as otherwise provided in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(g) Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual without Covered Entity's prior written approval and notice from Covered Entity that it has obtained from the Individual, in accordance with 45 C.F.R. § 164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by Business Associate.

(h) Business Associate may use or disclose Protected Health Information to communicate about a product or service, provided that such communication is made in a manner that does not constitute marketing as defined in 45 C.F.R. § 164.501 or otherwise constitute a use or disclosure that Covered Entity is prohibited from performing itself.

(i) Business Associate in consultation with Covered Entity may use Protected Health Information that is the subject of this Agreement to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j).

(j) The provisions of this Agreement notwithstanding, Business Associate is permitted use aggregated, de-identified data for internal benchmarking purposes and to satisfy mandated regulatory requirements that demand such data for reporting purposes, provided that it does so in accordance with HIPAA de-identification rules.

4. Obligations and Activities of Business Associate.

(a) Use and Disclosure. Business Associate shall not use or disclose PHI, and shall ensure that its officers, directors, owners, employees, agents and subcontractors do not use or disclose PHI, other than as permitted or required by this Agreement or the Underlying Agreement or as Required By Law. [45 C.F.R. §164.504(e)(2)(ii)(A)].

(b) Safeguards Against Misuse of Information. Business Associate agrees that it will implement appropriate safeguards to prevent the unauthorized use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement. To the extent Business Associate will create, receive, maintain, or transmit PHI in electronic format, ("**EPHI**"), Business Associate shall implement administrative, physical, and technical safeguards consistent with the HIPAA Security Rule that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI, including, but not limited to, encryption of data in storage, i.e., data at rest, and in transit, i.e., data in motion, with at least a 256-bit encryption key. [45 C.F.R. §164.504(e)(2)(ii)(B)].

(c) Reporting of Breaches, Security Incidents, and Unauthorized Uses and Disclosures of PHI. Business Associate shall report promptly to Covered Entity without unreasonable delay and in any case within three (3) business days of the date on which Business Associate first discovers it, any Breach of Unsecured PHI, any other use or disclosure of PHI not permitted by this Agreement, and any Security Incident of which it becomes aware, provided that notice is deemed given for Unsuccessful Security Incidents and no further notice of such Unsuccessful Security Incidents shall be given. Business Associate shall provide to Covered Entity all information about a Breach of Unsecured PHI that is required at 45 C.F.R. §164.410, and, if requested by the HCA, provide information necessary for the Authority to investigate promptly the impermissible use or disclosure. Business Associate shall take all reasonable steps to mitigate the harmful effects of a Breach of Unsecured PHI, any other use or disclosure not permitted by this Agreement, and any Security Incident. Business Associate shall cooperate with Covered Entity's efforts to mitigate the harmful effects of the Breach. For purposes of this Section, "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, as long as no such incident results in unauthorized access, acquisition, Use or Disclosure of PHI.

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

(e) Mitigation. If the HCA determines that an impermissible acquisition, access, use or disclosure of PHI, for which Business Associate or one of Business Associate's employees or agents was responsible, constitutes a Breach, and if requested by the HCA, Business Associate shall provide notice to the individuals whose PHI was the subject of the Breach. When requested to provide notice, Business Associate shall consult with the HCA about the timeliness, content and method of notice, and shall receive the HCA's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate. The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate discovered the Breach. In addition, when a Breach involves more than 500 residents of a State or jurisdiction, Business Associate shall, if requested by the HCA, notify prominent media outlets serving such location(s), following the requirements set forth in 45 CFR §164.406.

(f) Disclosure to Subcontractors. Business Associate shall enter into a written agreement meeting the requirements of 45 C.F.R. §§164.504(e) and 164.314(a)(2) with each Subcontractor Business Associate that creates, receives, maintains, or transmits PHI on behalf of Business Associate to which the Subcontractor agrees to be bound to (1) the same or more stringent restrictions and conditions that apply to Business Associate with respect to such PHI; (2) appropriately safeguard the PHI; and (3) comply with the applicable requirements of 45 C.F.R. Part 164 Subpart C of the Security Rule. Business Associate remains responsible for its subcontractors' compliance with obligations in this Agreement.

(g) Access to Information. Within five (10) business days of a request by Covered Entity for access to PHI in a Designated Record Set about an individual, Business Associate shall make PHI available to Covered Entity for as long as such PHI is maintained as required by 45 C.F.R 164.524. In the event any individual requests to access PHI directly from Business Associate, Business Associate shall within five (5) business days forward such request to Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity that is the source of the PHI.

(h) Availability of PHI for Amendment. Within ten (10) business days of receipt of a request from Covered Entity for the amendment of an individual's PHI in a Designated Record Set, Business Associate shall provide such PHI to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. 164.526. In the event any individual requests an amendment to PHI directly from Business Associate, Business Associate shall within five (5) business days forward such request to Covered Entity that is the source of the PHI.

(i) Accounting of Disclosures. Within ten (10) business days of notice by Covered Entity to Business Associate that Covered Entity has received a request for an accounting of disclosures of PHI regarding an individual, Business Associate shall make available to Covered Entity such information as is in Business Associate's possession and is required for Covered Entity to make the accounting required by 45 C.F. R. 164.528. At a minimum, Business Associate shall provide Covered Entity with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity

or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall, within five (5) business days, forward such request to Covered Entity. It shall be Covered Entity's responsibility to prepare and deliver any such requested accounting. Business Associate shall implement an appropriate record keeping process to enable it to comply with the requirements of Section this 4(i).

(j) Compliance With Covered Entity Obligations. To the extent Business Associate is to carry out Covered Entity's obligation under the Privacy Rule, Business Associate shall comply with the requirements that apply to Covered Entity in the performance of such obligation.

(k) Availability of Books and Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to Covered Entity and to the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. [45 C.F.R. §164.504(e)(2)(ii)(I).]

(l) Restrictions: Limitations in Notice of Privacy Practices. Business Associate shall comply with any reasonable limitation on Covered Entity's notice of privacy practices to the extent that such limitation may affect Business Associate's Use and Disclosure of PHI. Business Associate shall comply with any restriction that Covered Entity is required to abide by under 45 C.F.R. §164.522 and any reasonable restriction on the Use and Disclosure of PHI that Covered Entity has agreed to, to the extent such restriction may affect Business Associate's Use or Disclosure of PHI.

(m) Indemnification. Business Associate will defend any action brought against Covered Entity by a third-party to the extent that the action is based upon a claim that Business Associate has violated HIPAA or such third-party's privacy or confidentiality rights (each, a "**Third-Party Claim**"). Business Associate shall reimburse, indemnify and hold harmless Covered Entity for costs, damages, penalties, expenses (including reasonable attorney's fees) and any final award of damages or settlement amount (collectively, "**Losses**") resulting from (i) a Third-Party Claim, (ii) any breach of this Agreement and (iii) Unauthorized Use or Disclosure, Security Incident or Breach of PHI maintained by Business Associate or Business Associate's agent or subcontractor. For the avoidance of doubt, Losses resulting from the incidents set forth in (ii) and (iii) above include, without limitation: (1) fines or settlement amount owed to a governmental authority; (2) the cost of any notifications of a breach of the privacy or confidentiality of an individual's personally identifiable information to the individual affected by the breach, a governmental authority, a credit bureau or media outlet; (3) credit monitoring for affected individuals; (4) call center services needed to respond to inquiries from affected individuals; or (5) other reasonable breach response steps taken by Covered Entity to comply with HIPAA or other applicable law.

5. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.

(a) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 C.F.R. §164.520, to the extent such limitation may affect Business Associate's use or disclosure or PHI.

(b) Covered Entity shall notify Business Associate of any changes in, revocation of the permission of any individual to use or disclose his or her PHI, to the extent such changes may affect Business Associate's use or disclosure of PHI.

(c) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. §164.522, to the extent such restriction may affect Business Associate's use or disclosure of PHI.

6. Term and Termination.

(a) Term. The term of this Agreement shall commence on the Effective Date of the Underlying Agreement and expire at the later of (a) the expiration or termination of Underlying Agreement and (b) such time that Business Associate and its agents and subcontractors have returned to Covered Entity or destroyed PHI.

(b) Termination. Any other provisions of the Underlying Agreement notwithstanding, Covered Entity may terminate the Underlying Agreement upon thirty (30) days' advance written notice to Business Associate for convenience or in the event that Business Associate breaches this Agreement in any material respect and such breach is not cured to the reasonable satisfaction of Covered Entity within such 30-day period provided, however, that in the event that curing the breach of this Agreement is not feasible, in Covered Entity's sole discretion, Covered Entity may immediately terminate the Underlying Agreement without liability or penalty and/or report the breach to the Secretary.

(c) Effect of Breach. Notwithstanding the rights of the Parties pursuant to other provisions of this Agreement or the Underlying Agreement, if Business Associate breaches its obligations under this Agreement, Covered Entity may, at its option (i) exercise any of its rights of access and inspection under this Agreement or the Underlying Agreement; or (ii) require Business Associate to submit to a plan of monitoring and reporting, as Covered Entity may determine necessary to maintain compliance with this Agreement and such plan shall be made part of this Agreement. Covered Entity's remedies under this Section 6(c) shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other remedy.

(d) Obligations of Business Associate Upon Termination. Business Associate's obligations under this Agreement will terminate only upon the expiration of this Agreement. Upon termination of the Underlying Agreement, Business Associate shall (i) return to Covered Entity all PHI that it maintains in any form or if expressly approved in writing by Covered Entity, destroy such PHI in accordance with this Agreement; and (ii) retain no copies of such PHI. Business Associate shall ensure the return or destruction of PHI created, received, or maintained by Subcontractors.

7. No Agency Relationship. It is not intended that an agency relationship (as defined under the federal common law of agency) be established hereby expressly or by implication between Covered Entity and Business Associate under HIPAA or the Privacy Rule, Security Rule, or Breach Notification Rule. No terms or conditions contained in this Agreement shall be construed to make or render Business Associate an agent of Covered Entity.

8. Severability. In the event that any provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, but rather the remainder of this Agreement shall be enforced to the greatest extent of the law.

9. Survival. The obligations of Business Associate under this Agreement shall survive the termination of the Underlying Agreement.

10. Notices. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be hand-delivered or sent by first-class mail to the Party to receive such notice at the addresses listed in Section 27 of the Underlying Agreement.

11. Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument. Copies of signatures sent by facsimile transmission or scanned and sent by email are deemed to be originals for purposes of execution and proof of this Agreement.

IN WITNESS THEREOF, the parties hereto separately acknowledge this Business Associate Agreement in addition to their execution of the Related Agreement.

CONTRACTOR HEALTH CARE AUTHORITY
STATE HEALTH BENEFITS DIVISION

By: _____ By: _____
Authorized Signature Designee

Title:_____

Date: _____ Date: _____