REQUEST FOR PROPOSALS

ISSUED BY

The New Mexico Human Services Department
Behavioral Health Services Division

FOR THE PROVISION OF

CONSULTATION

BEHAVIORAL HEALTH SERVICES

State Of New Mexico
Department of Human Services
P. O. Box 2348
Santa Fe, New Mexico  87504-2348
Pamela S. Hyde, J. D., Secretary

ISSUE DATE: August 20, 2007
Solicitation No.: #08-630-7900-0001
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NOTE: Form A – Acknowledgement of Receipt Form and Form C - Campaign Contribution Disclosure Form must be returned in your Response and identified in the Table of Contents. Please ensure that you include Form 1 with your application.
I. PROJECT INFORMATION

A. PURPOSE/INFORMATION

The State of New Mexico’s Human Services Department, Behavioral Health Services Division (HSD/BHSD), is requesting proposals from qualified individuals to provide expert consultation, services and technical assistance to the HSD/BHSD and the Behavioral Health Purchasing Collaborative (the Collaborative) in the continuation of the development and implementation of the Behavioral Health Delivery System in New Mexico. Behavioral health and substance abuse services in New Mexico are in the midst of being transformed from a system that was comprised of several, individual, fragmented systems to one coherent system that integrates the behavioral health services and goals of fifteen state agencies; brings together critical partners locally throughout communities across the state and expands coverage of services to the most remote corners of the state. The Behavioral Health Purchasing Collaborative has the legal responsibility for planning, designing and implementing a single statewide behavioral health care system.

The collaborative is beginning its third year and requires consultation and evaluation services, under this Request For Proposal (RFP), to assist in the strategic planning and infrastructure development of the system.

This RFP calls for the provision of technical assistance and services in a variety of aspects in the development of the Behavioral Health service delivery system. Qualified individuals must have: extensive experience in evaluation and program development; familiarity with behavioral health services provided in New Mexico; knowledge of federal and state rules and regulations as they apply to behavioral health services; the ability to analyze and utilize data; experience in different quality assurance methodologies, especially Continuous Quality Improvement (CQI); practice in facilitating meetings; and excellent verbal and written communications skills.

The successful contractor will be expected to provide services such as, but not limited to, support for decision-making, quality improvement and content knowledge to assist the Behavioral Health Collaborative and the HSD/BHSD in making and implementing decisions and plans. The contractor will also provide technical assistance, and often take the lead, in the development of key reports, summaries and evaluations of services to date.

The purpose of this Request for Proposals (RFP) is to select an Offeror with experience and knowledge to perform the specific services described in Appendix B, Sample Professional Services Contract and Statement of Work on page 24.

Administrating Agency

The Human Services Department – Behavioral Health Services Division will be responsible for the execution and management of all aspects of service provision in relation to behavioral and mental health treatment and support services.
B. FUNDING AVAILABILITY

Contract awards are contingent upon funds appropriated by the State of New Mexico. The Department reserves the right to adjust any proposed allocations to offerors based on review of all the competitive proposals and any mandates included in the appropriations.

C. SCOPE OF PROCUREMENT

The scope of procurement shall encompass the defined Scope of Work, detailed in Sample Professional Services Contract, Appendix B and Statement of Work (Attachment 1) in this RFP. The contract is scheduled to begin on approximately October 1, 2007 or upon receiving all required state approvals, whichever is later, and end on June 30, 2008. The contract may be extended for up to three (3) additional one (1) year periods at the discretion of the Department, pursuant to funding availability and satisfactory service provision, as determined by the Department. In no circumstance shall the contract exceed a total of four (4) years in duration.

D. OFFEROR QUALIFICATIONS / CONFLICT OF INTEREST

This RFP is open to any Offeror capable of performing the work described in the Sample Professional Services Contract (Appendix B) and the Statement of Work (Attachment 1) on Page 23 of this RFP, subject to the following stipulations:

- An Offeror shall not contract with HSD for services covered under a program that would conflict with the requirements of this procurement.

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

- An Offeror shall ensure that no elected or appointed officer or other employee of the State of New Mexico shall benefit financially or materially from the successful awards of the contract to the Offeror. No individual employed by the State of New Mexico shall be admitted to any share or part of the contract or to any benefit that may arise there from; and,

- The burden is on the Offeror to present sufficient assurance to HSD that the award of the Contract to the Offeror shall not create conflict of interest.

E. PROCUREMENT MANAGER

The Department has designated a Procurement Manager who is responsible for the conduct of this procurement whose names, address, and telephone number is as follows:

Tom Smith
Procurement Manager – Human Services Department
P.O. Box 2348
Santa Fe, NM 87504-2348
Telephone: (505) 827-2648
All deliveries via express carrier should be addressed as follows:

Tom Smith
Procurement Manager – Human Services Department
Harold Runnels Building – Room N. 3150
1190 St. Francis Drive
Santa Fe, NM  87502

Any inquiries or requests regarding this procurement should be submitted in writing ONLY to the Procurement Manager. Questions shall be clearly labeled and shall site the specific RFP or contract section, which form the basis of the questions. Offeror may contact ONLY the Procurement Manager regarding the procurement. Other State employees do not have the authority to respond on behalf of HSD. HSD shall not assume responsibility for any answers or clarifications received from other HSD staff or any other State staff. Any contact with anyone other than the Procurement Manager may result in disqualification.

F. Definitions of Terminology

This paragraph contains definitions that are meaningful to the administration of the PATHS program, including appropriate abbreviations.

“Agency”: For purposes of administering the RFP and associated proposals, “Agency” means the New Mexico Human Services Department as the entity administering the RFP beginning on August 10, 2007.

“Contract”: An agreement for the procurement of items of tangible personal property or services.

“Contractor”: The successful Offeror.

“Contract Year”: The period beginning July 1 of each year and ending June 30 of the following year.

“Department”: For purposes of administering the RFP and associated proposals, “Department” means the New Mexico Human Services Department.

“Determination”: The written documentation of a decision of Procurement Manager including finds of facts required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Desirable”: The terms “may”, “can”, “preferably”, or “prefers” identify a desirable or discretionary item or factor.

“DFA”: The Department of Finance and Administration for the State of New Mexico.

“Evaluation Committee”: A body appointed by management of the HSD to perform the evaluation of offeror proposals.
“Evaluation Committee Report”: A report prepared by the Procurement Manager and the Evaluation Committee for submission to the Secretary of HSD for contract award. The report contains all written decision resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

“Finalist”: Offeror who meets all the mandatory specifications of the RFP and who score on evaluation factors is sufficiently high to qualify that offeror for further consideration by the Evaluation Committee.

“Mandatory”: The terms “must”, “will”, “shall”, “is required”, or “are required” identify a mandatory item or factor.

“Offeror”: Any person, corporation, or partnership which chooses to submit a proposal.

“Procurement Manager”: The person or designee authorized by the Department to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

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

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

“Responsive Offer” or “Responsive Proposal”: An offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. The term “material respects” includes, but it is not limited to the price, quality, quantity or delivery requirements of the relevant product or service.

“Secretary”: The Secretary of the New Mexico Human Services Department.

G. NOTICE TO OFFEROR

This procurement is governed by the Procurement Code, NMSA 1978 Section 13-1-28 through 13-1-199 and General Services Department Procurement Code Regulations, 1.4.1 NMAC. The Procurement Code imposes civil and criminal penalties for its violation. In addition, New Mexico criminal status imposes felony penalties for bribes, gratuities, and kickbacks.
II. CONDITIONS GOVERNING THE PROCUREMENT

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere the following schedule in the procurement of the audit agent services. The Department reserves the right to revise the dates on this schedule without the need to amend the RFP. Revised dates will be shared with the offerors with as much advance notice as possible.

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B. EXPLANATION OF EVENTS

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

1. Distribution List Response Due

Potential offerors should hand-deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt of Request For Proposals Form" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on August 24, 2007.

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

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror's organization name shall not appear on the distribution list.

2. Deadline to Submit Written Questions

Potential offerors may submit written questions as to the intent or clarity of this RFP until close of business on August 24, 2007. All written questions must be addressed to the Procurement Manager (See Section I, Paragraph E).

3. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on August 28, 2007 to all potential offerors whose organization name appears on the procurement distribution list.

An Acknowledgement of Receipt Form will accompany the distribution package. To indicate receipt of the package, the form shall be signed by the offeror's representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the offeror's organization name shall be deleted from the procurement distribution list.

4. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 5:00 PM DAYLIGHT SAVINGS TIME ON WEDNESDAY, September 04, 2007. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph E. Proposals must be sealed and labeled on the outside of the package to clearly
indicate that they are in response to the CONSULTATION ON BEHAVIORAL HEALTH SERVICES. Proposals submitted by facsimile or-email will not be accepted.

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

5. **Proposal Evaluation**

The evaluation of proposals will be performed by an evaluation committee appointed by Department management. This process will take place between September 5 and September 7, 2007. 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, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the offerors.

6. **Oral Presentation by Finalists**

Finalist offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each offeror presentation. All offeror presentations will be held in Santa Fe, New Mexico. Each presentation will be limited to two hours in duration.

7. **Selection of Finalists**

The Evaluation Committee will select and Procurement Manager will notify the finalist offerors to be announced. Only finalists will be invited to participate in the subsequent steps of the procurement.

8. **Best and Final Offers From Finalists**

If necessary, finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. A date for such will be determined and the remainder of the procurement schedule will be revised.

9. **Contract Negotiations**

Contract negotiations will be conducted with the selected offeror September 9-11, 2007. In the event that mutually agreeable terms cannot be reached within the time specified, the Department reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process. The contract shall be amended to the offeror whose proposal is most advantageous taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

10. **Contract Effective Date**

The anticipated contract start date is October 1, 2007. The contract is subject to the appropriate state approvals. No work may be performed by the offeror until the
contract is fully executed. The Department assumes no liability for any work performed by the selected offeror in anticipation of a binding contract prior to the approval date from the Department of Finance and Administration.

11. **Protest Deadline**

Any protest by an offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offerors shall begin on the day following the contract award. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Department. The protest must be delivered to:

LaVonne Cornett, Chief  
Contract Management and Procurement Bureau  
P. O. Box 2348  
Santa Fe, New Mexico 87504-2348

Telephone: 505-827-1356  
E-mail: LaVonne.Cornett@state.nm.us  
Fax: 505-827-1356

C. **GENERAL REQUIREMENTS**

This procurement shall be conducted in accordance with the New Mexico Procurement Code procurement regulations, GSD Procurement Regulation 1.4.1 NMAC.

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

Offerors shall indicate their acceptance of the Conditions Governing the Procurement section of the RFP in the Letter of Transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section IV of this RFP.

2. **Incurring Cost**

Any cost incurred by the Offeror in preparation, transmittal and presentation of any proposal or material submitted in response to this RFP shall be born solely by the Offeror.

3. **Prime Contractor Responsibility**

Any contract that may result from this RFP shall specify that the Prime Contractor is solely responsible for fulfillment of the contract with the Department. The Department shall make contract payments to only the prime contractor and shall consider the selected Offeror to be the sole point of contact with regard to any final contract.
4. Subcontractors

Use of subcontracts shall be clearly explained in the proposal. If subcontractors are used, however, the Offeror, as prime contract, will be held fully responsible for fulfillment of the contract.

5. Amended Proposals

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

6. Offeror’s Rights to Withdraw Proposal

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

7. Proposal Offer Firm

Response to this RFP shall be signed by an individual authorized to be the Offeror. The cover letter shall state that the offer, including proposal prices, remains valid for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of the final best and final offer, if one is submitted.

8. Disclosure of Proposal Contents

The proposals shall be kept confidential until contracts are awarded by the Department. At that time, all proposals and documents pertaining to the proposals shall be open to the public, except for the material that is proprietary or confidential.

All information which Offerors request as confidential or proprietary treatment shall be identified by stamp or imprint. Proprietary or confidential material shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential materials are normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978.

If a request is received for disclosure of material for which an Offeror has made a written request for confidentiality, the Procurement Manager shall examine the Offeror’s request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal shall be so disclosed. The Offeror shall notify the Procurement Manager ten (10) days in advance of instituting legal action intended to prohibit disclosure. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential
9. No Obligation

This procurement in no manner obligates the State of New Mexico or any of its agencies to the eventual purchase of services offered until valid written contracts are fully executed and approved by DFA and other appropriate Federal and State 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 Department 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 or modified if sufficient appropriations or authorizations do not exist. Such termination shall be effected by sending written notice to the Contractor. The Department’s decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Contractor as final.

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between the Department and a Contractor shall follow the format specified by the Department and contain the terms and conditions set forth in Appendix B, “Contract Terms and Conditions”. THE DEPARTMENT reserves the right to initiate negotiations with a successful Offeror of provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror’s proposal shall be incorporated into the contract.

Should an Offeror object to any of the Department’s Contract Terms and Conditions as contained in Sample Professional Services Contract (Appendix B),
in the response the Offeror shall specifically identify objectionable terms and conditions, policies, or standards. The Offeror shall propose specific alternative language that would be acceptable to the Department. General references by an Offeror to the terms and conditions or attempts at complete substitutions are not acceptable to the Department and shall result in disqualification of the Offeror’s proposal.

Offerors shall provide a brief discussion of the purpose and impact, if any, of each proposed changed followed by the specific proposed alternate wording. The Department shall accept or reject the proposed changes to the Term and Conditions, policy and standards for all Offerors and, in most instances, the Offeror’s Best and Final Offer, if deemed necessary, shall incorporate the final language.

All contracts for professional services are subject to the review and approval of the Department of Finance and Administration pursuant to 13-1-118 NMSA 1978 and DFA Rule 2NMAC40.2.

16. Offeror’s Terms and Conditions

Offerors shall submit with the proposal, a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the Department.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, shall be discussed only between the Department and the selected Offeror and shall not be deemed an opportunity to amend the Offeror’s proposal.

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representative

The Department reserves the right to require a change in contractor representative if the assigned representative is not, in the opinion of the
Department, adequately performing the scope of work specified in the contract.

21. Notice

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

22. Department Rights

The Department reserves the right to cancel the procurement, to accept all or a portion of an Offeror’s proposal, and to reject any or all proposals received in response to this RFP when it is in the best interest of the State to do so.

23. Right to Publish

Throughout the duration of this procurement process and contract terms, Potential Offerors, Offerors and Contractors shall secure from the Department written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement of the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror’s proposal or termination of the contract.

24. Ownership of Proposals

The Department shall retain ownership of all copies of each Offeror’s Response to this RFP.

25. 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.

26. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the offeror’s possession and the version maintained by the Department, the versions maintained by the Department shall govern.

27. Suspension and Debarment Requirement

The offeror shall certify, by signing the agreement attached hereto as Form 1 that to the best of its knowledge and belief that the offeror and/or its Principals are not or have not been debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal department or agency.
III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES
   Offerors shall submit only one proposal.

B. NUMBER OF COPIES
   Offerors shall provide an original and three (3) identical copies of their proposal, to the location specified in Section 1, Paragraph E, on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT
   All proposals shall be typewritten on standard 8 ½ x 11 paper and placed within a binder with tabs delineating each section. Larger paper is permissible for charts, spreadsheets and other graphics. The proposal is limited to 16 pages of narrative excluding the summary and forms.

   1. Proposal Organization
      Within each section of its proposal, Offeror’s shall address the items in the order in which they appear in this RFP under Mandatory Specifications. All forms provided in the RFP must be complete and included in the appropriate section of the proposal.

      Any proposal that does not adhere to these requirements will be deemed non-responsive and may result in rejection or decreased competitiveness of the proposal on that basis.

      The proposal shall be organized and indexed in the following format and shall contain, at a minimum, all listed items in the sequence indicated.

   2. Letter of Transmittal
      Each proposal shall be accompanied by a letter of transmittal. The letter of transmittal shall:

      a. Identify the submitting organization;
      b. Identify the name, title, address and telephone number of the person(s) authorized by the organization to be contacted for clarification, negotiate the contract on behalf of the organization, and contractually obligate the organization;
      c. Be signed by the person authorized to contractually obligate the organization; and,
      d. Acknowledge receipt of any and all amendments to this RFP, if applicable.

   3. Table of Contents
      The table of contents shall contain a list of material in the proposal and the page number where the information can be found.
4. Proposal Summary

A proposal summary is optional and may be included by the offeror to provide the Evaluation Committee with an overview of the qualifications and other features of the proposal. This material will not be used in the evaluation process unless specifically referenced from other portions of the offeror’s proposal.

5. Mandatory Specifications

The successful offeror(s) will provide expert consultation for continued implementation of the Behavioral Health Collaborative. A total of 100 points will be scored in the evaluation.

A. **Professional Experience** (75 points- 10 Pages Maximum)

1) Describe knowledge and understanding of the current Behavioral Health Purchasing Collaborative and its relationship to the purchase of publicly funded behavioral health services in New Mexico.

2) Describe your knowledge of, skills in and ability to design and/or implement evaluation projects and decision-making processes.

3) Describe your knowledge and skills in the development of a quality improvement program and infrastructure incorporating current content, as it pertains to current health and behavioral health projects, in the public and private markets. Please provide a sample document.

4) Describe your knowledge, skills and abilities to design and implement a reporting program that will meet or exceed the needs of the Behavioral Health Purchasing Collaborative leadership. Please discuss your proposed technical assistance role and your recommended report analysis process. Please provide a sample document that reflects your work in reporting data and translation of that data into a meaningful narrative.

5) Describe a behavioral-health-related, quality improvement project you have lead or facilitated. Include measures utilized in project and outcome of project, including length of time needed to achieve outcome.

6) Describe knowledge, skills and abilities in working in complex organizational settings, in both public and private fields, as it relates to behavioral health.

7) Describe your capabilities in evaluating and providing technical assistance in behavioral health. Include
experience/capabilities with external evaluations and research projects.

8) Describe the value and enhances your services will bring to the Behavioral Health Service delivery system.

Attach your resume (limited to 10 pages) and a separate page with 3 current professional references (including address, phone number and/or email address).

B. Availability (15 points- 5 Pages Maximum)

1) Describe your ability to begin project(s) by the designated start date (see Section II).

2) Describe the maximum number of hours per week you are able to commit to the project.

3) Describe your travel ability and limitations, both in-state and out-of-state.

C. Budget (10) points- 1 Page Maximum)

Describe your hourly salary requirements, including but not limited to rates for work conducted and include meeting and preparation time; transcription, duplication and distribution cost (if any), any other materials cost, presentation cost versus consultative cost (if any); and other cost you anticipate related to this RFP.

D. Compliance and Acceptance Statement (accept/reject)

The offeror shall provide a signed statement which explicitly indicates acceptance of the Conditions Governing the Procedures stated in Section II and that the Offeror agrees to comply with all requirements as described in this RFP, including all appendices, attachments, written clarifications, and amendments provided during the procurement process. The Offeror shall specifically address acceptance of the Contract Terms and Conditions attached as Appendix B. in the Compliance Statement.

If the Offeror is unwilling to comply with any terms, conditions, or other requirements of this RFP, the Offeror shall clearly describe any deviations and include a complete explanation of why such deviations are proposed.

E. Responses to Suspension and Debarment Requirement (accept/reject)

The Offeror must complete the form set out as Form 1 to
certify compliance with the Federal Regulations relating to Suspension and Debarment.

Offeror’s Additional Terms and Conditions
(accept/reject)

This section is optional. The Offeror may propose additional terms and conditions for consideration.

F. Response to Offeror Qualifications/Conflict of Interest
(accept/reject)

The Offeror must respond to its ability to meet the qualifications and conflict of interest conditions described in Section I Paragraph D.
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS

The entering of a contract between HSD and the successful Offeror pursuant to this RFP is a “covered transaction,” as defined by 45 C.F.R. Part 76. HSD’s contract with the successor Offeror shall contain a provision relating to debarment, suspension, and responsibility substantially in the form contained in Article 39 of Attachment D. All Offerors must provide as a part of their proposals a certification to HSD in the form provided below. Failure of an Offeror to furnish a certification or provide such additional information as requested by the Procurement Manager for this RFP will render the Offeror non-responsible. Furthermore, the Offeror shall provide immediate written notice to the Procurement Manager for this RFP if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

(a)(1) By signing and submitting a proposal in response to this RFP, the Offeror certifies, to the best of its knowledge and belief, that:
(i) The Offeror and/or any of its Principals-
(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency;
(B) Have □ have not □, within a three-year period preceding the date of the Offeror’s proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this certification;
(D) Have □ have not □, within a three-year period preceding the date of Offeror’s proposal, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and
(E) Have □ have not □ been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

(ii) "Principal," for the purposes of this certification, shall have the meaning set forth in 45 C.F.R. § 76.995 and shall include an officer, director; owner, partner, principal investigator, or other person having management or supervisory responsibilities related to a covered transaction. “Principal” also includes a consultant or other person, whether or not employed by the participant or paid with Federal funds, who: is in a position to handle Federal funds; is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

(iii) For the purposes of this certification, the terms used in the certification, such as covered transaction, debarred, excluded, exclusion, ineligible, ineligibility, participant, and person have the meanings set forth in the definitions and coverage rules of 45 C.F.R. Part 76.

(iv) Nothing contained in the foregoing certification shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

OFFEROR:______________________________________
SIGNED BY:_____________________________________
TITLE:__________________________________________
DATE: _________________________________________
IV. EVALUATION

The Department shall conduct a comprehensive, fair, and impartial evaluation of the proposal received in response to this RFP. The Department shall be the sole judge in the selection of the Offerors. Department shall establish an Evaluation Committee, which shall evaluate proposals. The Committee shall consist of members who are familiar with particular aspects of this procurement and standards of criteria for the specific areas of the RFP. The Department may, at its discretion, designate members to the Committee who are not employees of the Department and who have experience in specific areas of the RFP. The Committee shall evaluate each qualifying proposal on the basis of technical merit. Cost proposals shall only be reviewed for Offerors achieving an adequate score on technical merit.
A. EVALUATION POINT TABLE SUMMARY FACTORS

The following is a summary of evaluation factors and the point value assigned to each. These weighted factors will be used in the evaluation of the individual Offeror proposals. Only finalist Offerors will receive points for the oral presentation, if one is conducted.

B. FACTOR AND POINTS

<table>
<thead>
<tr>
<th>Mandatory Specifications</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A Professional Experience</td>
<td>75</td>
</tr>
<tr>
<td>B Availability</td>
<td>15</td>
</tr>
<tr>
<td>C Budget</td>
<td>10</td>
</tr>
<tr>
<td>D Compliance and Acceptance Statement</td>
<td></td>
</tr>
<tr>
<td>E Response to Suspension/Debarment Requirement</td>
<td>Accept/Reject</td>
</tr>
<tr>
<td>F Offeror’s Additional Terms/Conditions (Optional)</td>
<td>Accept/Reject</td>
</tr>
<tr>
<td>G Response to Offeror Qualifications</td>
<td>Accept/Reject</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100</td>
</tr>
</tbody>
</table>

C. EVALUATION PROCESS

1. All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Manager may contact the offeror for clarification of the response.

3. The Evaluation Committee may use other sources of information to perform the evaluation as specified, including contracting references in addition to those given by the Offeror.

4. Responsive proposals will be evaluated based on the factors set out in Section IV that have been assigned a point value, taking into consideration the offeror’s qualifications, overall understanding of and approach for implementing the project and the demonstrated experience and ability to provide the requested services. The responsible offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted. If Best and Final offers are required, finalist offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors in Section IV will be recommended for contract award as specified. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejections regardless of overall score.

5. The contract award is subject to the successful negotiation of the contract.
APPENDICES
ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix B on page 36.

The Acknowledgement of Receipt Form should be signed and returned to the Procurement Manager no later than close of business on September 4, 2007. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the Department's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: ________________________________________________________

REPRESENTED BY: _____________________________________________

TITLE:______________________________PHONE NO.: ________________

E-MAIL:_________________________ FAX NO.: ______________________

ADDRESS: _____________________________________________________

CITY: __________________________ STATE: ________ ZIP CODE: ______

SIGNATURE: ___________________________________ DATE: _________

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

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

Tom Smith
Procurement Manager
Human Services Department
P.O. Box 2348
Santa Fe, NM  87504-2348
Telephone:  (505)  827-2648
Fax Number: (505) 827-0097
Tom.smith1@state.nm.us

All deliveries via express carrier should be addressed as follows:

Tom Smith
Procurement Manager
Human Services Department
Harold Runnels Building – Room N. 3150
1190 St. Francis Drive
Santa Fe, NM  87502
APPENDIX B
THIS AGREEMENT is made and entered into by and between the State of New Mexico, HUMAN SERVICES DEPARTMENT, hereinafter referred to as (the "Agency") 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 Department of Finance and Administration ("DFA")

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**
   
   A. The Contractor shall perform the work outlined in the Scope of Work in Attachment 1.

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

2. **Compensation.**

   The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed __________________($__________). This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.

   The Agency shall pay the Contractor an annual amount of ________________. It is the responsibility of the Contractor to pay applicable taxes to the Taxation and Revenue Department. Carryover of funds between fiscal years is not permitted.

   The Agency shall pay the Contractor a monthly amount, based on an hourly rate of $___ per hour, not to exceed $ __________, upon prior written approval by appropriate Agency staff and receipt of a billing statement in a format to be defined by the Agency. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT) in __________

   Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to
Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the Agency no later than ten (10) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This Agreement shall terminate on June 30, 2008, unless amended to extend the contract. The Department reserves the option of extending this agreement for three additional one year terms unless terminated pursuant to paragraphs 4 or 5 infra. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S DEFAULT/BREACH OF THIS AGREEMENT.

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

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

6. **Annual Financial Reports.**

A. The CONTRACTOR receiving federal funds in excess of $500,000 in any single year that are subject to the Single Audit Act shall submit to the DEPARTMENT an audit conducted by a Certified Public accountant in compliance with the Single Audit Act.

B. The CONTRACTOR receiving federal funds in excess of $500,000 that are otherwise exempt from the Single Audit Act or state funds from the DEPARTMENT in excess of $100,000 in any single year shall submit to the DEPARTMENT Annual Financial Statements and a Management Letter expressing an opinion on the Financial Statements prepared by an external Certified Public Accountant.

C. Applicable annual financial reports shall be submitted to the DEPARTMENT no later than six months following the close of the CONTRACTOR's fiscal year.

D. To ensure proper delivery and receipt, the CONTRACTOR shall submit their annual financial reports to:
   - Human Services Department
   - Office of Internal Audit
   - ATTN: Financial Review
   - P.O. Box 2348
   - Santa Fe, New Mexico 87502-2348

Unless allowable under provisions of the Single Audit Act or other specific Contract provisions, CONTRACTORS shall not request payment from the DEPARTMENT for the cost of preparation of annual financial reports required by this Article.

7. **Licensure.**

The CONTRACTOR agrees to retain professional licensure, accreditation, credentialing or continuing education required to perform the scope of professional services provided for the DEPARTMENT. The CONTRACTOR agrees to make evidence of licensure or other regulatory requirements for the scope of professional services available to the DEPARTMENT if requested in writing.

The CONTRACTOR shall comply with the “Comprehensive Behavioral Health Standards” as set forth in, 7.20.2 NMAC, or such regulations as may be amended or adopted by the DEPARTMENT.
The CONTRACTOR shall comply with all applicable state and federal laws and regulations concerning professional and health facility licensing and certification requirements, the Caregivers’ Criminal History Screening Act, Sections 29-17-2, et seq, NMSA 1978, 7.1.9 NMAC, “Caregivers’ Criminal History Screening Requirements,” and any other applicable legal requirements.

8. **Status of Contractor.**

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

9. **Assignment.**

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

10. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

11. **Release.**

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

12. **Confidentiality.**

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

13. **Product of Service -- Copyright.**

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

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

15. **Liability Insurance.**

The parties to this Contract shall maintain professional or general liability insurance, as applicable, for all services provided under this Contract and shall supply evidence of such coverage to the Department.

16. **Bonding.**

Each person employed by the CONTRACTOR who handles funds under this Contract, including personnel authorizing payment of such funds, shall be covered by the terms of a fidelity bond providing for indemnification of losses occasioned by (1) any fraudulent or dishonest act or acts committed by any of the CONTRACTOR’s employees either alone or in collusion with others; (2) failure of the CONTRACTOR or any of its employees to perform faithfully his duties or to account properly for all monies and property received by virtue of this position or employment. The fidelity bond shall be in an amount equal to 25% of the total Contract amount, unless the Contract amount is less than $100,000 per year. In such cases a minimum bond of $10,000 will be sufficient. The CONTRACTOR shall submit a copy of the bond to the DEPARTMENT within thirty (30) days of the effective date of this Contract. The bond shall include Third Party coverage for property of clients. If the CONTRACTOR is a sole proprietorship or partnership, the proprietor or the partners must be considered employees under the terms of the bond. Loss payment by the bonding company shall be made to the State of New Mexico, Human Services Department. (i.e., State of New Mexico Human Services Department shall be named as Loss Payee). CONTRACTOR shall provide the DEPARTMENT with a Certificate of Insurance evidencing this coverage. The certificate shall provide the DEPARTMENT with 30 days written notice of bond cancellation. The bond shall remain in effect for the term of the Contract plus thirty days. In lieu of a Third Party Fidelity bond, the DEPARTMENT reserves the right to require a financial guarantee bond (i.e., surety bond) naming the DEPARTMENT as obligee and in an amount to be determined. The DEPARTMENT retains the authority to waive either of these bond requirements.

17. **Client Records and Information.**

A. The CONTRACTOR shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the DEPARTMENT.

B. The CONTRACTOR shall protect the confidentiality of all confidential information and records and shall not release any confidential information to any other third party without the express written authorization of the client when the record is a client record, or the DEPARTMENT.
C. The CONTRACTOR shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996 and applicable regulations and all other State and Federal rules, regulations and laws protecting the confidentiality of information.

18. Property.

A. Title to all property furnished by the DEPARTMENT shall remain in the DEPARTMENT. Title to all property acquired by the CONTRACTOR, including acquisition through lease-purchase Contract, for the cost of which the CONTRACTOR is to be reimbursed as a direct item of cost under this Contract shall immediately vest in the DEPARTMENT upon delivery of such property to the CONTRACTOR. Title to other property, the costs of which is to be reimbursed to the CONTRACTOR under this Contract, shall immediately vest in the DEPARTMENT upon 1) issuance for use of such property in the performance of this Contract or 2) use of such property in the performance of this Contract or 3) reimbursement of the cost thereof by the DEPARTMENT, whichever first occurs.

B. Title to the DEPARTMENT property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law.

C. The CONTRACTOR shall maintain a property inventory and administer a program of maintenance, repair and protection of DEPARTMENT property so as to assure its full availability and usefulness for performance under this Contract. In the event the CONTRACTOR is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to DEPARTMENT property during the period of this Contract, it shall use the proceeds to repair or replace the DEPARTMENT property.

19. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.


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.


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


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.

23. **Applicable Law.**

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

24. **Workers Compensation.**

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

25. **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 five (5) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

26. **Indemnification.**

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

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

28. **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.

29. **Notices.**

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

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

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

**Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represent and warrant 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. (I've encountered some situations where there was a question whether the person signing had authority; having the contractor assure the agency the person signing has authority creates an argument the agency has no obligation to check.

31. **Grant.**

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

The failure of a party to insist upon strict adherence to any term of this Contract, on any occasion shall not be considered a waiver or deprive that party of the right thereafter to that term or any other of this Contract.

33. **Debarment and Suspension.**

Pursuant to 45 C.F.R. Part 76, the Contractor certifies by signing this Agreement, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above in this Article 33.1; (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

The Contractor’s certification in Article 33.A is a material representation of fact upon which the Agency relied when this Agreement was entered into by the parties. The Contractor shall provide immediate written notice to the Agency’s Contract Administrator if, at any time during the term of this Agreement, the Contractor learns that its certification in Article 33.A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances. If it is later determined that the Contractor’s certification in Article 33.A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency, the Agency may terminate the Agreement.

As required by 45 C.F.R. Part 76, the Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed $25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to the Agency when it requests subcontractor approval from the Agency pursuant to Article 10. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal department or agency, the Agency may refuse to approve the use of the subcontractor.
IN WITNESS WHEREOF, parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau, below.

(Contractor Name)

By: ____________________________ Date:______________

By: ____________________________ Date:______________
Legal Counsel

New Mexico Human Services Department

By: ____________________________ Date:______________
Pamela S. Hyde, J. D.
Secretary

By: ____________________________ Date:______________
Paul Ritzma, General Counsel

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

ID Number:_____________________

By: ____________________________ Date:______________
Taxation and Revenue Department

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _________________________________________________

Relation to Prospective Contractor:_______________________________________

Name of Applicable Public Official:  _________________________________________

Date Contribution(s) Made: _____________________________________________

Amount(s) of Contribution(s) _____________________________________________

______________________________________________________________________

Nature of Contribution(s)
______________________________________________________________________

______________________________________________________________________

Purpose of Contribution(s)
______________________________________________________________________

______________________________________________________________________

(Attach extra pages if necessary)

__________________________________ ___________________________________
Signature     Title (position) 

Date________________________
--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)
STRATEGIC PLAN

The Contractor is expected to be knowledgeable about the Human Service Department; Behavioral Health Purchasing Collaborative Performance Objectives and the Behavioral Health Strategic Plan and to work consistently in assisting the Division in the fulfillment of these goals through the services identified in this contract.

HUMAN SERVICES DEPARTMENT – STRATEGIC PLAN

Goal 4: Improve behavioral health services through an interagency and collaborative model.

The tasks and activities in this initiative are determined and undertaken through the efforts of all agencies within the Behavioral Health Collaborative. As mentioned previously in this plan, it is anticipated that in FY 2008 the Behavioral Health Services Division, currently a division within the Human Services Department, will move to the Human Services Department. HSD will seek options to ensure sustainability of the highly successful grant programs such as the co-occurring disorder program and the screening brief intervention referral and treatment program (SBIRT).

Task 4.1 Reduce suicide among young and high-risk individuals

Activities

A. Double the number of behavioral health encounters in SBHCs.
B. Expand the statewide Agora Crisis Line utilizing peers as well as trained professionals.
C. Conduct a statewide media campaign to advertise the Toll-free Crisis Hotline.
D. Increase the number of outreach and behavioral health educational presentations to teens.
E. Implement the SAMSHA prevention and early intervention grant for youth suicide in four rural communities in New Mexico (Gallup, Pojoaque, Carlsbad and Mescalero).
F. Educate families and communities on youth suicide issues, including stigma reduction through social marketing and outreach campaigns.
G. Perform prevention, education and outreach to 5,000 at-risk families per year.
H. Increase reliance on telehealth counseling to eight school-based health centers and juvenile justice facilities.
I. Increase screening of teens at schools, public health clinics and private providers to identify at-risk youth.
J. Expand specialized treatment for seniors, persons with physical or cognitive impairments, persons who are non-English speaking, and Native Americans.
K. Promote positive youth development opportunities in communities, schools and workplaces, juvenile probation and parole offices, Protective Services and juvenile justice facilities.
L. Facilitate discussion with Native American communities on the major youth issues of suicide, teen pregnancy, domestic violence, substance abuse and alcohol as identified in the DOH produced video called “REZ Hope” to increase awareness and promote community action.
M. Identify risk factors for veterans and work with State and local military and veteran’s organizations to develop programs and services that address suicide-
N. Develop public service announcements and other media to specifically address reducing the stigma associated with seeking help for depression and suicidal thoughts; to include the development of outreach programs that acquaint the general public with early warning signs and to provide information on how to best respond to an individual who is at risk of suicide.

O. Increase the number of Intergovernmental Agreements (IGAs) with tribes and pueblos to refer Native American youth to tribal Healing-to-Wellness and Peacemaker courts.

P. Develop a state-wide pool of therapists that are specifically trained to treat veterans with Post Traumatic Stress Disorder associated with service in war zones and the related challenges facing their families.

Q. Train providers in Eye Movement Desensitization and Reprocessing (EMDR), which is a therapeutic intervention recommended for Post Traumatic Stress by the Veterans Administration and the Department of Defense.

R. Train providers in veteran’s opportunities and benefits provided by the state and federal government.

S. Increase the number of behavioral health encounters in SBHCs.

T. Educate families and communities on youth suicide issues, including stigma reduction through social marketing and outreach campaigns.

U. Increase reliance on telehealth counseling to 8 school-based health centers and juvenile justice facilities.

**Task 4.2: Improve access, quality, and value of mental health and substance abuse**

Activities

A. Evaluation process underway (including process, system performance and customer/family outcomes).

B. Continue implementation standardized service definitions across Collaborative Agencies and begin coordination with county DWI services, domestic violence services, and services purchased through Administrative Office of the Courts (i.e., mental health and drug courts).

C. Finalize school-based behavioral health standards.

D. Implement a pilot of the Behavioral Health Standards and Best Practice Guidelines to evaluate the effectiveness of the tool in four SBHCs.

E. Include Assertive Community Treatment, MultiSystemic Therapy (MST), Comprehensive Community Support Services (CCSS), and Intensive Outpatient Services (IOP) in the Medicaid state plan to the extent resources are available.

F. Continue development and technical assistance for local collaborative especially regarding community and family involvement.

G. Implement education and training strategy to increase provider capacity to deliver evidence-based practices and effectively implement new changes to Medicaid state plan.

H. Research feasibility of using Medicaid dollars to reimburse Native American providers for traditional healing services.

I. Develop and implement a comprehensive behavioral health plan as required by state and federal law, as part of state’s overall comprehensive health plan.

J. Implement collaborative contract oversight processes and common funding and data collection approaches.

K. Complete community reinvestment criteria and process; focus reinvestment
funding on priorities needed to improve access, quality & outcomes (e.g. basic services, consumer and family operated services).

L. Complete and implement service capacity development plans in priority areas (e.g. supported housing, employment, school success for SED children, youth).
M. Implement new intensive substance abuse and methamphetamine capital and services plan with FY07 state general funds that were approved by Collaborative.
N. Complete consumer/family satisfaction surveys for FY06.

Task 4.3  Provide enhanced services for high-risk and high need individuals

Activities
A. Enhance services to address adolescent and adult substance abuse treatment and prevention. Develop management letter for transfer of program operations to statewide entity.
B. Provide intensive services/supports for children/adolescents with behavioral health needs in custody or at-risk of out-of-home placement.
C. Revise residential treatment services, rates, definitions and requirements.
D. Explore and implement inclusion of traditional healers and culturally specific healing practices in service definitions.
E. Participate in a veteran’s health summit.
F. Provide specialized training for behavioral health providers working with veterans.
G. Increase services for persons with behavioral health needs leaving jails or prisons, including youth leaving the juvenile justice system.
H. Increase the number of persons leaving prison and juvenile justice behavioral health services whose needs are served post-release.
I. Include psychotropic medications in treatment services to help non-Medicaid eligible persons avoid hospitalization or institutionalization.
J. Conduct an Employment Barrier Screening and Assessment that identifies personal and family barriers to employment, including domestic violence, substance abuse, learning disabilities, mental health needs, and caring for a household member with special needs. TANF clients with positive screening results are referred to DV, BH, and VR, educational or other supportive services.

Task 4.4:  Increase rural, frontier, and border access to behavioral health services.

Activities
A. Implement FY 2007 intensive substance abuse and methamphetamine plan adopted by BH Collaborative.
B. Develop and disseminate first draft of comprehensive behavioral health plan reflecting preliminary resource inventory and needs identified by local collaboratives,
C. Develop legislative initiatives reflecting statewide comprehensive planning process involving local collaboratives and the BH Planning Council (BHPC).
D. Increase the use of promotoras, peer specialists, nurse practitioners and/or programs designed specifically for persons who are Native Americans or who are Spanish speaking as part of capacity development in the area of cultural competence.
E. Develop support services to see that the unique behavioral health needs of Native Americans are addressed and facilitate tribal-state partnerships.
F. Expand telehealth services in rural New Mexico with focus on school and primary care sites as part of Invest NM.
G. Set standards for and increase the use of telehealth for behavioral health purposes.
H. Add telehealth services to Medicaid state plan.
I. Offer training to behavioral health workforce to increase availability of evidence-based services in rural, frontier and border counties and regions.
J. Coordinate with tribes and pueblos to expand tribal Healing-to-Wellness and Peacemaker court programs.
ATTACHMENT ONE
STATEMENT OF WORK

The Statement of Work for this procurement shall include, but is not limited to, the following:

- Provide decision-making support, reporting, and quality improvement content knowledge and technical assistance, to support BHSD and the Collaborative in achieving the following:
  - Design and implementation of a Collaborative decision support, reporting, and quality improvement infrastructure
  - Design and implementation of a system for reports from ValueOptions New Mexico and the state that meet the needs of management and leadership in the Collaborative;
  - Development of data storage and reporting capabilities;
  - Development and implementation of a quality improvement system across the ValueOptions New Mexico and the Collaborative to improve care and utilize resources effectively.

Provide technical assistance and, as appropriate, coordinate and/or complete/document the following products:

- Regular reports on the Collaborative’s key performance measures;
- Reports and analyses of external evaluation and research projects related to the collaborative.
- Summary and assessment of current Collaborative data, evaluation, and quality improvement approaches and resources; best practices from other settings.

Provide technical assistance, and, as appropriate, coordinate and document/communicate the following initiatives:

- Specific evaluation initiatives, including the TSIG evaluation product;
- Subcommittees and task forces related to data, reporting, evaluation, and quality improvement.

Provide technical assistance to BHSD and Collaborative leadership and committees on related topics, as requested.

Coordination of the evaluation partnerships and projects of the behavioral health purchasing collaborative, including:

1. Planning:
   a. Develop a conceptual framework to guide the setting of priorities for current and future evaluation partnerships.
   b. Participate in the Quality Evaluation and Outcomes Subcommittee of the Purchasing Collaborative.
   c. Conceptualize and Implement the Mental Health Transformation – System Improvement Grant Evaluation as Required by SAMHSA.
   d. Coordinate contacts with RW Johnson, MacArthur, and other evaluation resources, to insure alignment with Collaborative goals and priorities.
2. **Decision-Making:**
   a. Assure evaluations provide decision tools to the Collaborative; and utilize evaluation findings as part of a continuous quality improvement process with the Collaborative
   b. Develop calculations & data sources for 21 Performance Measures as contained in the ValueOptions FY07 VO contract and the Behavioral Health measures in the Governor’s Performance Accountability Act.
   c. Work with ValueOptions on Continuous Quality Management/Quality Improvement activities
   d. Management of the evaluation processes as they impact the Purchasing Collaborative
   e. Data management - requests and report production.
   f. Management Reporting:
      - Reports prepared for the FY08 Legislative Session supporting the progress of the Purchasing Collaborative.
      - Meeting with all research partners to share initial strategies and preliminary findings. A summary report will be developed;
      - Produce ongoing reports on the administrative transformation efforts that would include the actual products that have been built (e.g., common performance measures, consumer satisfaction surveys, etc.)
   g. Building the Collaborative’s evaluation workforce:
      - Inventory of current evaluation resources across the Purchasing Collaborative (both internal employees and external contractors);
      - Matrix of Purchasing Collaborative’s existing research or evaluation activities within agencies, and related evaluation training products and available curriculum.

**COLLABORATIVE QUALITY IMPROVEMENT SYSTEM DESIGN**

Participate with Collaborative leadership in design and implementation planning for a Collaborative decision support, management reporting, quality improvement infrastructure, to support management’s use of information to improve, and to function across agencies and funding streams.

- Gather information about models and resources from other complex organizations/networks providing clinical care directly or through an external organization
- Identify key success factors, lessons learned, and challenges for New Mexico
- Participate with Collaborative leadership in design and implementation planning for a Collaborative decision support, management reporting, quality improvement infrastructure, to support management’s use of information to improve, and to function across agencies and funding streams.

**Contract Deliverables**

Create reports.
- Summarizing the progress: report on status and findings of the various evaluation partners’ projects.
• Summarize the results on the 21 Collaborative Performance Measures for FY07.
• Develop draft model for reporting on quality measures for the Collaborative.
• Writing reports and sharing products within New Mexico as well as with the behavioral health field in a timely manner.
• Inventory of current evaluation resources across the Purchasing Collaborative.

Collaborative quality improvement infrastructure design deliverables
• Summary report of other infrastructure models with key success factors, lessons learned, and key challenges;
• Preparation of materials, agendas, reports from working sessions of Collaborative leadership to design and plan Collaborative infrastructure.