



COUNTY OF SOCORRO
SOLE SOURCE REQUEST DETERMINATION FORM AND NOTICE OF
AWARD OF SOLE SOURCE CONTRACT

The sole source **determination** is not effective until the **sole source request for determination** has been posted for thirty (30) calendar days without challenge, and subsequently approved in writing by the Central Purchasing Agent or, for Services Agreements,. The foregoing requirement is regardless of whether the **sole source request for determination** has been signed by the Agency and/or the Contractor. Pursuant to NMSA 1978, Section 13-1-126.1 (B) (2019) "Any qualified potential contractor that was not selected for a proposed sole source contract may protest the selection in writing, within fifteen calendar days after the notice of intent to award the contract was posted by the state purchasing agent or central purchasing office, by submitting the protest to the state purchasing agent or central purchasing office, as appropriate. The state purchasing agent or central purchasing office shall then reconsider its selection."

I. Name of Agency: Socorro County

Agency Chief Procurement Officer: Sammie Vega-Finch

Telephone Number: 575-835-0589

II. Name of Prospective Contractor: Presbyterian Medical Services

Address of Contractor: 2025 East Aztec, Gallup, NM 87301

Amount of prospective Contract: \$100,000 Annually

Term of prospective contract: 4 Years

III. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:

Contractor shall operate an outpatient primary care health clinic at the COUNTY'S purpose built health clinic facility in Veguita, New Mexico located at 1 Salomon Griego Drive, Veguita NM, 87062 (hereinafter referred to as the "CLINIC") that meets applicable licensing, regulatory and/or accreditation standards;

Work with COUNTY staff to obtain required state and local licenses for the CLINIC;

Staff, manage and operate the CLINIC, including provision of professional health care services, administrative services and billing/collection services;

Ensure that the CLINIC provides primary medical services to persons of all ages and income levels, regardless of ability to pay for services;

Ensure that, at a minimum, the CLINIC offers the following primary medical services: preventive health services (e.g., physical exams, health education and health outreach), limited on-site diagnostic laboratory services (based on level of CLINIC licensure and anticipated patient volume), pharmacy services for CLINIC patients, referrals to supplemental/specialty providers and hospitals as diagnosis warrants, disease screening and infection control, immunizations, family planning services and prenatal care;

Staff the CLINIC with an appropriate level of professional medical staff as warranted by patient volume and community need, and meet with COUNTY on a regularly scheduled basis to review patient volume and CLINIC staffing;

CONTRACTOR shall determine when and how the services required are to be performed; provided, however, that the parties hereto agree that the CLINIC shall be open to the public and provide professional medical services for a number of days agreed upon by the parties as funding is available.. The parties hereto shall agree upon a schedule of CLINIC operations prior to opening of the CLINIC.

CONTRACTOR shall submit a quarterly report to the Board of County Commissioners detailing the patient care.

CONTRACTOR shall perform services in a good and workmanlike manner and in accordance with generally accepted methods and practices of its profession, and in compliance with applicable accreditation standards.

CONTRACTOR is fully responsible for its own employees, including, but not limited to: hiring, firing, training, and supervising, as well as providing compensation, benefits, tax withholding and insurance. CONTRACTOR is responsible for the quality and appropriateness of its employee(s)' work and warrants the employee(s)' adherence to all terms of this Agreement.

CONTRACTOR agrees to comply with all applicable Federal and State laws, rules and regulations governing its profession and that of any of its employees, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA). CONTRACTOR represents and warrants that neither it, nor any of its employees, has been excluded from participation in a state or federal healthcare program (including, but not limited to, Medicare or Medicaid), and CONTRACTOR agrees to immediately notify COUNTY if CONTRACTOR or any of CONTRACTOR's

employees become excluded from participation in any state or federal health care program during the term hereof.

CONTRACTOR represents and warrants that neither CONTRACTOR nor any of CONTRACTOR's employees has been listed on any register, roster, database or other listing of individuals maintained by any state or federal agency for the purpose of tracking or identifying individuals or entities who have committed abuse, neglect or exploitation of patients, clients or other consumers, including, without limitation, the Employee Abuse Registry maintained by the New Mexico Department of Health pursuant to 7.1.12 .1 NMAC, *et seq.*

CONTRACTOR is responsible for providing all its own tools and materials, except where COUNTY proprietary tools or materials are required and COUNTY agrees to provide such to CONTRACTOR, or where COUNTY is required by law to provide them. Notwithstanding the foregoing, the parties hereto acknowledge and agree that the CLINIC shall be designed, constructed, furnished and equipped at the sole cost and expense of COUNTY, and CONTRACTOR shall not be responsible for any costs, fees or other liabilities associated with, or resulting from, the design, construction, furnishing or equipping of the CLINIC.

During the life of this Agreement and its termination, CONTRACTOR will not directly or indirectly disclose to any person, corporation or entity any confidential information and will use confidential information only in furtherance of COUNTY' best interests and in connection with and for purposes of performing duties under this Agreement. "Confidential information" is defined for the purpose of this Agreement as information (1) that may be furnished, disclosed, or become known to CONTRACTOR during the term of this Agreement and (2) not generally known to the industry in which COUNTY is engaged including, but not limited to, trade secrets, marketing techniques, programs and strategies, pricing structure or strategies, dates, figures, projections, costs, methods of operation, identity of plans or administrative services and products, estimates, client lists, client records, personnel records including salary, financial statements, and accounting procedures. All documents, files, e-mail, voice mail, client lists, and data, whether gathered by CONTRACTOR or any other person, and whether or not reduced to writing or other tangible medium, relating to the business activities of COUNTY are and shall remain the sole and exclusive property of COUNTY. Upon the termination of this Agreement, irrespective of the time, manner or cause of termination, CONTRACTOR will surrender to COUNTY all information written or otherwise in connection with COUNTY' clients or business as well as any other property of COUNTY.

CONTRACTOR agrees not to purport to bind COUNTY to any contract or obligation not assumed under this Agreement by COUNTY unless the CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

Contractor warrants that it and its employees possess the credentials and licenses necessary to provide all services under this Agreement. PMS will provide documentation verifying credentials and licenses upon request of COUNTY at any time before, during or after the term of this Agreement.

Contractor, as appropriate, and at its own cost and expense, shall carry and maintain in full force and effect during the term of this agreement, comprehensive general liability insurance covering bodily injury and property damage liability with limits of coverage in the amount of \$1 million per occurrence and \$3 million aggregate. Contractor shall also carry and maintain professional malpractice liability insurance providing a minimum coverage of \$1 million per occurrence. Contractor shall provide proof of such insurance coverage upon request of COUNTY at any time before, during or after the term of this Agreement.

Contractor is responsible for its own business and Workers' Compensation insurance and other employer obligations including, but not limited to, payment of all taxes.

- IV. Provide an explanation of the criteria developed and specified by the agency as necessary to perform and/or fulfill the contract and upon which the state agency reviewed available sources. (Do not use "technical jargon;" use plain English. Do not tailor the criteria simply to exclude other contractors if it is not rationally related to the purpose of the contract.)

Contractor is required to meet all of the criteria developed within the SOW in order to successfully manage and operate a functioning health center within the State of New Mexico. The contractor is responsible for applying for and holding all licenses required by Health Care Centers within the State of NM.

- V. Provide a detailed, sufficient explanation of the reasons, qualifications, proprietary rights or unique capabilities of the prospective contractor that makes the prospective contractor **the one source** capable of providing the required professional service, service, construction, or item(s) of tangible personal property. (Please do not state the source is the "best" source or the "least costly" source. Those factors do not justify a "sole source.")

The contractor is the only Federally Qualified Health Center (FQHC) within the County of Socorro that will service the area required.

- VI. Provide a detailed sufficient explanation of how the professional service, service, construction, or item(s) of tangible personal property is/are **unique and how this uniqueness is substantially related to the intended purpose of the contract.**

The contractor is the only Federally Qualified Health Center (FQHC) within the County of Socorro that will service the area required. Being the only FQHC that services Socorro County is important to successful operation of the Veguita Health Center because it allows the operator to apply Medicare/Medicaid funds towards patient visits. Without the availability of those funds, the center would not be able to run successfully with the budget available.

- VII. Explain why other similar professional service, service, construction, or item(s) of tangible personal property **cannot** meet the intended purpose of the contract.

The cost required to run a health center without being able to submit/apply for Medicare/Medicaid funds would be too large for Socorro County to accommodate. A similar

vendor without the standing as an FQHC would not be able to generate enough revenue to continue providing services to the area.

- VIII. Provide a narrative description of the agency's due diligence in determining the basis for the procurement, including procedures used by the agency to conduct a review of available sources such as researching trade publications, industry newsletters and the internet; reviewing telephone books and other advertisements; contacting similar service providers; and reviewing the State Purchasing Agent's vendor list. Include a list of business contacted (***do not state that no other businesses were contacted***), date of contact, method of contact (telephone, mail, email, other), and documentation demonstrating an explanation of why those businesses could not or would not, under any circumstances, perform the contract; or an explanation of why the agency has determined that no businesses other than the prospective contractor can perform the contract.

Socorro County released a request for providers notice in the month of August 2020. The ad ran on August 9th and available providers were due for response on August 20th. Socorro extended the deadline due to no interest. Socorro County received interest from the local hospital, after the hospital reviewed all criteria involved, it made the determination that it could not support the center.

Certified by:

Date:



Sammie Vega-Finch, Chief Procurement Officer

11/04/2020

Agency Approval by:

Date:



Michael Hawkes, County Manager

11/04/2020

If this sole source related to a procurement of general services:

1. The signature of the State Purchasing Agent on this form certifies the sole source has been posted for thirty (30) calendar days and has received no challenges;
2. The sole source is granted as of the date of signature by the State Purchasing agent; and
3. The signature of the State Purchasing Agent on this form is the final signature required for this sole source procurement.