

Fourth Judicial District Court

Supreme Court of New Mexico



STATE OF NEW MEXICO
FOURTH JUDICIAL DISTRICT COURT

REQUEST FOR PROPOSALS (RFP) FOR SUBSTANCE
ABUSE TREATMENT SERVICES IN SAN MIGUEL
COUNTY

ISSUE DATE: April 19, 2021

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

TABLE OF CONTENTS

	PAGE #
I. INTRODUCTION	
A. PURPOSE OF THIS REQUEST FOR PROPOSALS	4
B. SUMMARY OF SCOPE OF WORK	5
C. SCOPE OF PROCUREMENT	5
D. PROCUREMENT MANAGER.....	5
E. AOC GENERAL COUNSEL.....	6
F. DEFINITION OF TERMINOLOGY	6
G. BACKGROUND INFORMATION.....	8
II. CONDITIONS GOVERNING THE PROCUREMENT	
A. SEQUENCE OF EVENTS	9
B. EXPLANATION OF EVENTS	9
1. Issue of RFP	9
2. Acknowledgment of Receipt.....	9
3. Deadline to Submit Written Questions.....	10
4. Response to Written Questions/RFP Amendments	10
5. Submission of Proposal	11
6. Campaign Contribution Disclosure.....	11
7. Proposal Evaluation.....	11
8. Selection of Finalists	11
9. Best and Final Offers from Finalists	11
10. Finalize Contract.....	11
11. Contract Award.....	12
12. Protest Deadline	12
C. GENERAL REQUIREMENTS.....	12
1. Acceptance of Conditions Governing the Procurement	12
2. Incurring Costs	12
3. Prime Contractor Responsibility.....	12
4. Subcontractors.....	12
5. Amended Proposals	13
6. Offeror's Rights to Withdraw Proposal.....	13
7. Proposal Offer Firm	13
8. Disclosure of Proposal Contents.....	13
9. No Obligation	13
10. Termination.....	14
11. Sufficient Appropriation.....	14
12. Legal Review	14
13. Governing Law.....	14
14. Basis for Proposal.....	14
15. Contract Terms and Conditions	14
16. Offeror's Terms and Conditions.....	14

17. Contract Deviations	15
18. Offeror's Qualifications	15
19. Right to Waive	15
20. Change in Contractor Representatives	15
21. Notice of Criminal Penalties	15
22. AOC Rights.....	15
23. Right to Publish	16
24. Ownership of Proposal	16
25. Electronic mail address required.....	16
26. Use of Electronic Versions of this RFP	16
27. Suspension and Debarment Requirement	16
III. SPECIFICATIONS	
A. DETAILED SCOPE OF WORK	17
B. MANDATORY SPECIFICATIONS	21
C. ADDITIONAL SPECIFICATIONS.....	22
IV. RESPONSE FORMAT AND ORGANIZATION	
A. NUMBER OF RESPONSES.....	23
B. NUMBER OF COPIES	23
C. PROPOSAL FORMAT	23
V. EVALUATION	
A. EVALUATION POINT TABLE/SUMMARY	24
B. EVALUATION PROCESS	25
ATTACHMENTS:	
A. ACKNOWLEDGEMENT OF RECEIPT FORM	26
B. CONTRACT TERMS AND CONDITIONS.....	28
C. CAMPAIGN DISCLOSURE FORM	44
D. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS	48

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

This Request for Proposals (RFP) has been developed for the purpose of soliciting, evaluating, and selecting proposals in a fair and competitive manner. If an Offeror fails to meet any mandatory items set forth in this RFP, the proposal will be declared non-responsive.

All costs incurred by the Offeror in the preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror, whether or not the Offeror is the successful Offeror.

Before the award is made, the Fourth Judicial District Court may conduct discussions with Offerors who submit proposals that are determined to be reasonably susceptible of being selected for awards, but the award may be made without such discussions.

When it is in the best interest of the State of New Mexico, the RFP may be canceled, or any and all proposals may be rejected in whole or in part.

Any contract awarded as a result of this RFP process may be terminated or reduced in scope if sufficient appropriations or authorizations do not exist. The Fourth Judicial District Court sending written notice to the contractor will effect such termination. The contractor will accept as final the Fourth Judicial District Court's decision as to whether sufficient appropriations and authorizations are available.

If the determination is made that there is insufficient funding to continue or finalize a program, the contractor will be compensated to the level of services performed, as authorized by the Fourth Judicial District Court prior to that determination. This provision, however, is not exclusive and does not waive other legal rights and remedies afforded the Fourth Judicial District Court in such circumstances if contractor defaults or breaches the contract.

Any protests of the award must be made in accordance with the Procurement Code, NMSA 1978, Sections 13-1-1 to 13-1-199.

This RFP is being issued to hire a Contractor to work with the San Miguel Magistrate DWI Drug Court Program to provide substance abuse treatment and drug testing services.

The contract will be for a one-year period beginning July 1, 2021 with an option to renew each year after the first year for no more than three additional years, for no more than four years in total, at the discretion of the Fourth Judicial District Court. Continuation of the contract for each additional year will be contingent upon satisfactory contract compliance by the contractor as determined by the Fourth Judicial District Court and upon sufficient funding.

B. SUMMARY OF SCOPE OF WORK

Fourth Judicial District Court is soliciting proposals for a Contractor.

The focus of this Request for Proposals is to provide substance abuse treatment and drug testing services to the participants of the San Miguel DWI Drug Court Program. Substance abuse treatment services shall include but are not limited to: evidence based screening and assessments that are frequent and include mental health; evidence based treatment that include trauma services, individual therapy, group counseling; individual treatment plans; cognitive behavior therapies; gender-specific treatment; addresses culturally specific needs; relapse prevention; detoxification services; continuing care; case management services; court liaison services; drug and alcohol testing; and aftercare services. Attendance and progress reports will be provided to the San Miguel DWI Drug Court Program.

The initial contract shall begin on or about July 1, 2021 through June 30, 2022 and may be extended up to three years, for a total of no more than four years contingent upon satisfactory contract compliance by the contractor as determined by the Fourth Judicial District Court and upon sufficient funding.

C. SCOPE OF PROCUREMENT

The scope of this procurement includes professional services only. The Fourth Judicial District Court reserves the option of renewing the initial contract on an annual basis. In no case will the contract, including renewals thereof, exceed a total of four years.

D. PROCUREMENT MANAGER

The Fourth Judicial District Court has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone number is listed below:

Jeff Romero
(505) 425-7281 ext.29
4th Judicial District Court
496 West National Avenue
Las Vegas, NM 87701

All submissions via postal service should be sent to the above address. All deliveries via express courier should be addressed as follows:

Jeff Romero
(505) 425-7281 ext.29
4th Judicial District Court
496 West National Avenue
Las Vegas, NM 87701

Any inquires or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other employees do not have the authority to respond on behalf of the Fourth Judicial District Court.

Written inquiries may also be in the form of e-mail to:

Jeff Romero at lvedjzr@nmcourts.gov

E. AOC GENERAL COUNSEL

Contact information for the AOC General Counsel is:

Celina Jones
237 Don Gaspar, Room 25
Santa Fe, NM 87501
(505) 827-8400 phone
(505) 827-4824 fax
Email: aoccaj@nmcourts.gov

F. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Aftercare" means follow up care provided after the treatment program.

"AOC" means the Administrative Office of the Courts.

"Case Management Services" means that participants will receive referrals to local support services such as housing, transportation, childcare services, employment training and continuing care.

"Contract" means an agreement for the procurement of items of tangible personal property or services.

"Contractor" means the successful Offeror.

"Court Liaison" means a representative knowledgeable about each participant's treatment progress, who will be available for each San Miguel DWI Drug Court Program staffing and hearing.

"DWI Drug Court" means a collaborative multi-agency approach including a court-supervised regime of treatment for substance dependent offenders convicted of DWI.

"DWI Drug Court Team" is comprised of representatives from the multi-agency

collaborative to include: the Judge, the DWI Drug Court Program Coordinator, Assistant District Attorney, Assistant Public Defender, and County Compliance DWI staff.

"Drug Screening" means that on-site, rapid drug screening, with results available within five (5) minutes are conducted on all participants. All drug screening results shall be reported and forwarded promptly to the DWI Drug Court program coordinator. Collectors and observers are prohibited from revealing or discussing drug-screening results, including drug-screening procedures with participants.

"Evaluation Committee" means a body appointed by the Fourth Judicial District Court to perform the evaluation of Offeror proposals.

The Evaluation Committee defines "Finalist" as an Offeror who meets all the mandatory specifications of the Request for Proposals and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration.

"Group Counseling" means a licensed/certified practitioner will provide weekly gender and culturally specific counseling sessions to two or more participants at a given time as they progress from phase one through phase four of the program.

"Individual Therapy" means a plan for counseling services that is prepared by a licensed/certified practitioner for each program participant, which shall be reviewed and approved by the presiding DWI Drug Court Judge, and copies shall be forwarded to the San Miguel DWI Drug Court program coordinator.

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

"Procurement Manager" means the person or designee authorized by the Fourth Judicial District Court to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

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

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished when required, information and data to provide that his/her/its 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.

"San Miguel DWI Drug Court Program Coordinator" means the person or designee authorized by the Fourth Judicial District Court to supervise the San Miguel DWI Drug Court program.

"Screening and Assessment" means that an assessment shall be evidence-based and shall employ validated instruments, including structured diagnostic interviews, psychosocial assessment instruments, psychological tests, laboratory, or other types of testing, and by collateral information and shall be conducted on all incoming participants to identify, diagnose and determine an appropriate level of care that is specific to the individual. The yielded information is shared with the DWI Drug Court team to the extent that it does not jeopardize confidentiality.

G. BACKGROUND INFORMATION

A DWI Drug Court is a specifically designed court calendar or docket, the purpose of which is to achieve a reduction in recidivism and substance abuse and to increase the participants' likelihood of successful rehabilitation. This is accomplished through early, continuous, and intense judicial oversight combined with treatment, mandatory periodic drug testing and use of appropriate sanctions, incentives, and other community-based rehabilitation services.

All DWI Drug Courts are treatment focused courts, so rehabilitative services are at the core of the drug court activities. The monitoring services are intense and directed toward those areas providing the best support to therapy. Consistent, but random, drug testing and home visits multiple days a week and on weekends, weekly contact with the judge in the early phases, frequent breath and/or electronic alcohol monitoring, and the regular input of a multidisciplinary team of professionals who provide insight to the judge regarding potential sanctions and incentives as needed are mainstays of the DWI drug courts.

The following general guidelines apply to all treatment services provided under contract with the Fourth Judicial District Court:

- Appropriately licensed practitioners must provide services and practitioners must practice only within their identified scope and under supervision, if required.
- Treatment services must be provided in a gender appropriate, trauma-informed and culturally sensitive manner.
- Treatment services must utilize a motivational approach.
- Treatment services must follow generally accepted best practices.
- Participants receive behavioral or cognitive behavioral interventions that are manualized and validated.
- Interventions are carefully documented.
- Practitioners are appropriately trained to deliver the intervention consistent with the manual.
- Fidelity to the treatment model is maintained through continual clinical oversight.
- Supervision strategies are in writing and available for inspection by the Fourth Judicial District Court or its designee.
- Since recovery is a long-term process and internal changes proceed through various stages, it is expected that the treatment provider will:
 - Develop a treatment plan that provides for long term continuity of care, and
 - Employ therapeutic interventions that are specific to the unique challenges, strengths and overall needs of the individual program participant.
- Understanding that the likelihood of co-occurring disorders is high among participants eligible for DWI Drug Courts, the treatment provider will address both immediate and long-term needs for supportive associations, employment (including vocational rehabilitation), housing, medical issues, etc., and will secure and/or refer for community resources as needed.
- Treatment services must support total sobriety with long-term goals of living in recovery.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events, and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	Fourth Judicial District Court	April 19, 2021
2. Deadline to Submit Acknowledgement of Receipt of Request for Proposals Form	Potential Offerors	April 23, 2021
3. Deadline to Submit Questions	Potential Offerors	April 23, 2021
4. Response to Written Questions	Fourth Judicial District Court	April 28, 2021
5. Submission of Proposal	Potential Offerors	May 14, 2021
6. Campaign Contribution Disclosure	Offerors	May 14, 2021
7. Proposals Evaluation	Evaluation Committee	May 17, 2021- May 28, 2021
8. Selection of Finalists	Evaluation Committee	June 1, 2021
9. Best & Final Offers from Finalists	Offeror	June 2, 2021
10. Finalize/Award Contract	Fourth Judicial District Court /Offeror	June 7, 2021
11. Protest Deadline	Offeror	June 22, 2021

B. EXPLANATION OF EVENTS

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

1. Issue of RFP

The Fourth Judicial District Court is issuing this RFP on Monday, April 19, 2021. Additional copies of the RFP can be obtained by the Procurement Manager or viewed on the New Mexico Courts Website (www.nmcourts.com).

2. Acknowledgement of Receipt

Potential Offerors should hand deliver or return by e-mail, facsimile, or by registered/certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (See Attachment 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 3:00 pm on April 23, 2021.

The procurement distribution list shall 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.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions as to the intent or clarity of this RFP until 3:00 pm on April 23, 2021. All written questions must be addressed to the Procurement Manager (see Section I, Paragraph D).

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments shall be distributed on April 28, 2021 to all potential Offerors whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form shall accompany the distribution package. The form should be signed by the Offerors representative, dated, and hand-delivered or returned by e-mail, facsimile, or by registered/certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Thereafter, the Offerors organization name shall be deleted from the procurement distribution list.

The Procurement Manager must receive additional written requests for clarification of distributed answers and/or amendments no later than three (3) days after any response and/or amendments are issued.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **3:00 PM** MOUNTAIN TIME ON **May 14, 2021**. Time is of the essence for submitting proposals and proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. **Electronic submissions are preferred.** If not submitted electronically, proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D. Proposals must be labeled on the outside of the package so as to clearly indicate that they are in response to Substance Abuse Treatment Services for San Miguel Request For Proposals. Proposals must be sealed. Any proposals or portions of proposals submitted by facsimile will not be accepted.

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

6. Campaign Contribution Disclosure

Potential Offerors must submit with their response to proposal the "Campaign Contribution Disclosure Form" that accompanies this document (See Attachment C) with their proposal by May 14, 2021.

Pursuant to NMSA 1978, Section 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 (Attachment C) 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 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.

7. Proposal Evaluation

An Evaluation Committee appointed by the Fourth Judicial District Court will perform the evaluation of proposals. This process will take place by May 17, 2021. During this time, the Procurement Manager may initiate discussions with the 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 discussions. The Offerors SHALL NOT initiate discussions.

8. Selection of Finalists

The Evaluation Committee will select and Procurement Manager will notify the finalists Offerors on June 1, 2021. Only finalists will be invited to participate in the subsequent steps of the procurement.

9. Best and Final Offers from Finalists

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by 3:00 pm on June 2, 2021.

10. Finalize Contract

The contract will be finalized with the most advantageous offeror on June 7, 2021. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

11. Contract Award

The contract shall be awarded to the offeror or offerors 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.

12. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172, NMSA 1978, and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end at 3:00 pm on June 22, 2021. A protest must be written, and must include the name and address of the protestor. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Manager. The protest must be delivered to the Procurement Manager at the address listed in Section I, Paragraph D. Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the Fourth Judicial District Court's Guidelines Governing Procurement.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Costs

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

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract. The Fourth Judicial District Court will make contract payments to only the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. Amended Proposals

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

6. Offerors' Rights to Withdraw Proposal

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

7. Proposal Offer Firm

Responses to this RFP will be considered until May 14, 2021.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material designated proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal, which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offerors organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3-A-1 to 57-3-A-7, NMSA 1978.

If a request is received for disclosure of data 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. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates the Fourth Judicial District Court or any of its departments of agencies to the service offered until a valid written contract is executed.

10. Termination

This RFP may be cancelled at any time up to and including the deadline for submitting protests and any and all proposals may be rejected in whole or in part when the Fourth Judicial District Court determines such action to be in the best interest of the Fourth Judicial District Court and the State of New Mexico.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The contractor will accept the Fourth Judicial District Court's decision as final as to whether sufficient appropriations and authorizations are available.

12. Legal Review

The Fourth Judicial District Court requires that all Offerors agree to be bound by the General Requirements contained in the RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

The laws of the State of New Mexico shall govern this procurement and any agreement with Offerors that may result.

14. Basis for Proposal

Only information supplied by the Fourth Judicial District Court 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 Fourth Judicial District Court and the Contractor or Contractors will follow the format specified by the Fourth Judicial District Court and contain the terms and conditions set forth in Attachment B, "Contract Terms and Conditions". However, the Fourth Judicial District Court reserves the right to negotiate provisions with a successful Offeror in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal, will be incorporated into the contract.

Should an Offeror object to any of the Fourth Judicial District Court's terms and conditions, as contained in this Section or in Attachment B, that Offeror must propose specific alternative language that would be acceptable to the Fourth Judicial District Court. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Fourth Judicial District Court and will result in disqualification of the Offeror's proposal.

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

All contracts for professional services are subject to review and approval by the Fourth Judicial District Court.

16. Offeror's Terms and Conditions

Offerors must 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 Fourth Judicial District Court.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Fourth Judicial District Court and the selected Offeror and will not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror's 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 Evaluation Committee will 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

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements if the entire otherwise responsive proposal failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. The right to waive minor irregularities and mandatory requirements is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The Fourth Judicial District Court reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the Fourth Judicial District Court, representing the Contractor adequately.

21. Notice of Criminal Penalties

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. Fourth Judicial District Court Rights

The Fourth Judicial District Court reserves the right to accept all or a portion of an Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors, Offerors, and Contractors must secure from the Fourth Judicial District Court written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or 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

All documents submitted in response to this RFP will become the property of the Fourth Judicial District Court and the State of New Mexico.

25. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (email). Offeror must have a valid email 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 Fourth Judicial District Court, the version maintained by the Fourth Judicial District Court shall govern.

27. Suspension and Debarment Requirement

The Offeror shall certify, by signing the agreement attached hereto as Attachment D 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. SPECIFICATIONS

This section contains relevant information concerning the task to be performed by the Contractor. Offerors should respond in the form of a narrative to each specification and provide pricing information requested in the blanks. The narrative along with the required supporting material will be evaluated and awarded points accordingly.

A. DETAILED SCOPE OF WORK

The following requirements are mandatory for carrying out the services associated with Substance Abuse Treatment.

The CONTRACTOR shall work closely with the County DWI Court Program Coordinator, hereinafter referred to as COORDINATOR, to carry out the tasks and complete the objectives of this service contract. The CONTRACTOR must provide individualized participant progress reports and service provision updates to the COORDINATOR and participate in staffings and hearings on a weekly basis. Written status reports will include participant progress summaries reflecting progress toward stated treatment goals and any barriers to recovery as noted by the counselor. Problems encountered within a group or individual counseling session will be noted on an incident report and submitted to the COORDINATOR as soon as possible.

To the extent possible, services should be (a) individually centered and family-focused, based on principles of individual capacity for recovery and resiliency, (b) delivered in a culturally responsive and appropriate manner, (c) coordinated, accessible, accountable and of high quality, (d) directed by the individual served, and (e) provided taking into consideration individual and family circumstances, abilities and strengths and accomplished in consultation with appropriate family members, caregivers and other persons critical to the individual's life and well-being.

All practitioners providing services to program participants must be appropriately licensed and supervised according to the rules and requirements of the NM Counseling and Therapy Practice Board (CTPB) and 16 NMAC 27. Counselors must not operate outside their level of expertise or licensure. Regarding Licensed Substance Abuse Associate (LSAA) Scope of Work: As noted by the CTPB, "The license IS a restricted license... and the licensee MUST have a supervisor who directs that individual's work and ensures the quality of the services provided to clients. The licensee CANNOT work without a clinical supervisor. There are several ways to provide clinical supervision within the counseling and behavioral health industry. These methods include regular case reviews, audiotape reviews, videotape reviews, and direct observation." Supervision of LSAA's and other counselors as required by the CTPB must be documented and available for inspection by the COORDINATOR.

The Contractor shall be Medicaid certified and shall determine if all current and incoming participants are on Medicaid. The CONTRACTOR shall ensure that every participant who is Medicaid eligible applies for service. Should a participant be on Medicaid, the Contractor will bill Medicaid first and then the Court. The CONTRACTOR will provide all information regarding its billing of Medicaid to the Court on a monthly basis.

The National Provider Identifier (NPI) numbers associated with the healthcare provider organization, the supervising provider, and individual providers of clinical services must be available for inspection by the COORDINATOR.

This scope of work is not exhaustive and may change based on the progress and/or tasks that seem appropriate and necessary to achieve the goals and requirements of the program. The Matrix for this program is 20 participants at any given time with the understanding that numbers may fluctuate based on enrollments and graduates.

Under the terms of this Agreement the CONTRACTOR shall:

1. Coordinate with Medicaid and Private Insurance
 - a. Immediately identify and assist all uninsured program participants in obtaining insurance coverage through Medicaid, Medicare, or other reasonably available private and public insurers.
 - b. Bill the COURT for services only after evidence is provided to show that (1) the uninsured participant was denied coverage by all reasonably available insurers, including Medicaid, Medicare, or (2) the insured participant's coverage denied payment for the service for a reason other than a failure or omission of the CONTRACTOR, as indicated in an Explanation of Benefits (EOB) or other document.
2. Provide Medical Services as indicated below
 - a. Screening & Assessment – A diagnostic evaluation / assessment shall be conducted by the treatment provider on all incoming participants to identify, diagnose, and determine appropriate level of care that is SPECIFIC TO THE INDIVIDUAL. Persons with co-occurring disorders shall be accurately identified. Psychosocial issues that may affect participant engagement in the County DWI Court Program shall be identified. Assessment shall include evidence-based and validated instruments, including structured diagnostic interviews, psychosocial assessment instruments, psychological tests, laboratory, or other types of testing, and collateral information (e.g., from family members and COORDINATOR). To expedite participant program entry, clinical assessments shall be conducted by the treatment provider as quickly as possible, but no later than five days from the date of referral. The CONTRACTOR agrees to provide the COORDINATOR with written notice of all screenings and assessments within 24 hours of the completed appointment. Notice of screenings and assessments may be provided to the COORDINATOR via e-mail, fax or hard copy. **Fee based in accordance with the Medicaid Fee Schedule.**
 - b. Individualized Service / Treatment Plan – An individual treatment plan will be prepared as soon as possible by a licensed/certified practitioner for each program participant to be reviewed and reviewed by the presiding County DWI Court Program judge and/or COORDINATOR. The plan must state the type, amount, frequency, and duration of the services to be furnished and indicate the diagnoses and anticipated goals as well as other agencies involved in service provision and the plan to coordinate services. **Fee based in accordance with the Medicaid Fee Schedule.**
 - c. Individual Therapy – Individual therapy will be provided for each participant by an appropriately licensed/certified practitioner as desired by the participant or as determined by the individual treatment plan. The CONTRACTOR agrees to allow the COORDINATOR to observe sessions, as needed. **Fee based in accordance with the Medicaid Fee Schedule.**

d. Outpatient and/or Intensive Outpatient Treatment as required pursuant to the client's clinical needs as stated in the treatment plan – Services will be provided for each participant by an appropriately licensed/certified practitioner on a weekly basis according to the assessed needs of the client and according to recognized best practice. IOP programs must be based on research and evidence-based interventions approved by the COURT, be culturally sensitive, incorporate recovery and resiliency values into all service interventions, address co-occurring mental health disorders as well as substance use disorders when indicated, and will attempt to address the following general goals: **Fee based in accordance with the Medicaid Fee Schedule.**

- i. To achieve abstinence
- ii. To foster behavioral changes that support abstinence and a new lifestyle
- iii. To facilitate active participation in community-based support systems (e.g., peer recovery groups, 12-Step fellowship, etc.)
- iv. To assist clients in identifying and addressing a wide range of psychosocial problems (e.g., housing, employment, adherence to probation requirements)
- v. To assist clients in developing a positive support network
- vi. To improve the client's problem-solving skills and coping strategies
- vii. CONTRACTOR records must contain documentation of training of staff according to the agency's treatment model. To the extent possible, the CONTRACTOR agrees to provide gender specific groups on a weekly basis as appropriate to County DWI Court Program clientele. The CONTRACTOR agrees to allow the COORDINATOR to observe sessions, as needed.

e. Aftercare Sessions – The CONTRACTOR will provide aftercare services as needed and in accordance with County DWI Court Program policy. **Fee based in accordance with the Medicaid Fee Schedule.**

f. MRT Group Sessions – The CONTRACTOR will provide Adult Moral Reconciliation Therapy (MRT). The DWI Drug Court program has utilized MRT historically for Group Counseling. The Contractor must provide a certified facilitator trained in the MRT treatment model. Facilitator must be capable of facilitating one (1) or more MRT sessions each week. Group size should be no more than 10 clients at any time. **Fee based in accordance with the Medicaid Fee Schedule.**

g. Provide Drug Screening – The CONTRACTOR shall provide on-site, drug screening with Averhealth; all positive drug-screening results shall be reported to the COORDINATOR as soon as possible, but no later than within 24 hours. **\$\$ _____ per unit, lab confirmation \$\$ _____ per unit**

- i. Collectors and observers are prohibited from revealing, or discussing drug-screening results, including drug-screening procedures with participants.
- ii. Collectors and observers are to immediately notify the treatment counselor of any positive result on the drug screen.
- iii. Collectors and observers shall follow established County DWI Court Program protocols, which include same sex observation.
- iv. Trained personnel, male and female observers/collectors, shall be acceptable to the County DWI Court Program.

- v. Observers/collectors shall be available to collect daily, Monday through Saturday, with hours to be determined by approval of the COORDINATOR.
- vi. Observers/collectors shall collect a minimum of 10 panel (10) profile drug screening from Averhealth to include THC, cocaine, opiates, barbiturates, benzodiazepine, amphetamine, methadone, buprenorphine, and alcohol.
- vii. Alcohol screening with approved breath analyzer shall be collected a minimum of three (3) times per week at the discretion of the COORDINATOR.
- viii. Arrange for Gas Chromatography/Mass Spectrometry (GC/MS) confirmation with quantitative results.
- ix. Testing supplies shall be maintained in secure storage and equipment surroundings shall have lockable doors accessible by authorized personnel only.
- x. Drug screening will occur at a minimum of three times per week on a random basis with the availability to collect daily, Monday through Saturday, and holidays for each participant unless otherwise directed by the COORDINATOR.

3. Provide Administrative Services - The CONTRACTOR agrees to provide the following administrative services to be compensated by a monthly (one-twelfth) administrative draw **in the amount of \$\$_____**:

a. Liaison services – The CONTRACTOR’s representative, knowledgeable about each participant’s treatment progress, will be available for DWI/Drug Court multidisciplinary team meetings and staffing sessions, court hearings, and care coordination meetings.

b. Written Reports – Weekly written updates documenting client presence, participation, and progress will be provided to the COURT. Additionally, The CONTRACTOR agrees to provide the program coordinator with written incident reports advising of any and all known participant program infractions, including but not limited to: missed group therapy sessions, missed individual sessions, missed individual therapy sessions, missed urinalysis testing, positive urinalysis testing and positive breath analysis testing. Incident reports shall be provided to the program coordinator within 24 hours if an incident occurs Monday through Friday and 72 hours if an incident occurs Friday through Sunday or on a holiday. Notice may be provided to the program coordinator via email, fax or hard copy.

c. Case Management Services – The CONTRACTOR will refer the participants to local support services such as housing, transportation, child care services, employment training, and continuing care on an as needed basis.

d. Quality Assurance & Supervision – Supervision of licensed staff who provides services to program participants will be conducted and documented at least monthly by an appropriately licensed and trained individual.

e. Contingency Management – The CONTRACTOR shall work with the COORDINATOR to establish a meaningful contingency management system to serve as the basis for short term and long term incentives, including recognizing significant achievement within the program phases and for graduation upon program completion. Incentives, awards,

and other tangible items to recognize achievement and progress will be managed in conjunction with the COORDINATOR and County DWI Court Program team. The total amount payable for program incentives shall not exceed One Thousand Dollars (\$1,000).

f. Expedited Services – Assessments will be provided according to the deadlines noted in the contract.

B. MANDATORY SPECIFICATIONS

1. Facilities

Provide a description of available facilities for individual, group or other treatment services, gender specific bathrooms for alcohol and drug screening, storage and security of drug testing equipment/supplies, offices, computers and equipment. Also, provide a map of area describing location of facility in relation to public transportation.

2. Offeror Experience

The Offeror must be qualified and adequately trained to provide the unique treatment required by drug court participants. The licensed/certified practitioner must meet the requirements set forth by the Regulation & Licensing Counseling Board Scope of Practice, Section 61-9A-5(F) and (G), NMSA 1978. The LMHC must work under supervision at all times when providing mental health counseling, and the LSAA must work under supervision at all times when conducting substance abuse counseling. The Offeror shall at a minimum, be Licensed Substance Abuse Interns (LSAIs) under the laws of New Mexico. It is understood that an LSAI must be under the supervision of a Licensed Alcohol and Drug Abuse Counselor (LADAC).

The Offeror must submit a statement of relevant experience, including experience and professional qualifications of lead professional(s) and subcontractors. The documentation must thoroughly describe how the Offeror has supplied expertise for similar contracts and work related to screening and assessment individual therapy, group therapy, development of individual treatment plans and on-site drug testing services.

The Offeror must provide the National Provider Identifier (NPI) numbers associated with the healthcare provider organization, the supervising provider, and individual providers of clinical services must be provided for all staff that will be providing services.

3. Cost

Offeror must propose one firm, fixed, fully loaded **hourly rate per service** category below for contractor, or its employees or subcontractors. The firm, fixed, fully loaded hourly rate will include travel to and from the off-site workplace to the on-site workplace. The proposed fully loaded hourly rates must include travel, per diem, fringe benefits and any overhead costs for contractor, personnel, as well as subcontractor personnel if appropriate. New Mexico gross receipts taxes are excluded from the proposed maximum hourly rates.

It is mandatory that the Offeror have the ability to bill Medicaid, Medicare and/or private insurance and that the rates for uninsured clients would be similar to or below the established Medicaid rate.

The service categories are as follows:

SERVICE	AMOUNT
Screening & Assessment	\$
Individualized Service/Treatment Plan	\$
Individual Therapy	\$
Group Therapy	\$
MRT Therapy	\$
Outpatient and/or Intensive Outpatient Treatment Therapy	\$
Other Evidence Based Treatment Therapy (describe)	\$
Aftercare Group Sessions	\$
Alcohol & Drug Screening	\$
Alcohol & Drug Screening Collection ONLY	\$
Total Anticipated cost for up to 20 participants	\$

4. Liability Insurance

Submit evidence of the organization or individual's current liability insurance policy of at least \$1 million covering injury to any program participant or third party for injuries arising out of actions of all staff members of the Contractor pursuant to this contract. If the organization or individual does not yet have adequate insurance, describe the steps being taken to obtain such insurance and provide any assurances received from insurance carriers.

C. ADDITIONAL SPECIFICATIONS

Answer all questions and follow numbering format in response.

1. Provide the National Provider Identifier (NPI) numbers associated with the healthcare provider organization, the supervising provider, and individual providers of clinical services. If these are not readily available, please provide timeline detailing when they will be available for billing to Medicaid.
2. What is the program's philosophy of treatment?
3. What criteria are used to determine appropriate levels of care?
4. What levels of care does the program provide?
5. What are the major differences in the levels of care provided?
6. What are the key elements of the program's design?
7. Does the program design utilize evidence-based treatments? If so, please describe.
8. How does the program address cultural-specific needs of the client population?
9. Does the program use manualized treatment curricula? If so, which curricula are used?
10. What experience does the program have in providing services to justice-involved

- populations?
11. Does the program have a formal fiscal management and accounting procedure in place? If so, please describe.
 12. Please describe how Medicaid and private insurance billing will be documented.
 13. What processes are in place to assist the uninsured in accessing insurance coverage, through either Medicaid or federal/state/private insurance exchanges?
 14. What attempts have been made to ensure cultural competency among the program's staff?
 15. Does the program assess individuals in a manner to ensure medical necessity in conformance with Medicaid protocols?
 16. Are the treatment modalities offered in conformity with the state Medicaid plan?
 17. Are services times driven or based on clinical and medical need?
 18. Does the program support medication assisted treatment (MAT) approaches to recovery?
 19. Does the program have a MAT prescribing physician/nurse practitioner on staff? If so, what specialized training or certification has been received?
 20. Does the program have established relationships with MAT prescribing physicians in the community?

IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Electronic submissions are preferred. If the Offeror is not submitting electronically, he/she shall deliver one original and three (3) identical copies of their proposal on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

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

1) Proposal Organization

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

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary
- d) Response to Specifications (A)
- e) Response to Mandatory Specifications (B)
- f) Response to Additional Specifications (C)
- g) Suspension and Debarment Form
- h) Campaign Contribution Form
- i) Response to Fourth Judicial District Court Terms and Condition

- j) Offeror's Additional Terms and Conditions
- k) Other Supporting Material

Within each section of their proposal, Offerors should address the items in the order in which they appear in the RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to the requirements may be deemed non-responsive and rejected on that basis.

Offerors may attach other materials, which may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2) Letter of Transmittal

A letter of transmittal must accompany each proposal. The letter of transmittal MUST:

- a) Identify the submitting firm;
- b) Identify the name and title of the person authorized by the firm to contractually obligate the firm;
- c) Identify the name, title, email and telephone number of the person authorized to negotiate the contract on behalf of the firm;
- d) Identify the names, titles, emails, and telephone numbers of the persons to be contacted for clarification;
- e) Explicitly indicate acceptance of the Conditions Governing the Procurement as stated in Section II, Paragraph C.1;
- f) Be signed by the person authorized to contractually obligate the firm; and
- g) Acknowledge receipt of any and all amendments to this RFP.

V. EVALUATION

A EVALUATION POINT/TABLE SUMMARY

The following is a summary of evaluation factors with a point value assigned to each factor. These weighted factors will be used in the evaluation of individual Offeror proposals.

FACTOR	POINTS
I. Scope of Work Raters shall review the ability of all offerors to perform the scope of work.	125
II. Experience Raters shall ensure that staff directly employed to provide services have required credentials as outlined in the mandatory specifications, as well as NPI number.	75
III. Program Budget and Unit Costs Raters shall review the budget for NPI #, ability to bill Medicaid and/or private insurance, possible cost overruns, inexplicable expenditures and overall thoroughness of presentation. Rater shall also ensure that all service components and elements are addressed and that the costs appear appropriate based on the amount of effort and/or professional credentials required.	125
IV. Mandatory Specifications Raters shall review the ability of all offerors to complete the mandatory specifications.	75
V. Additional Specifications Raters shall take into consideration content, thoroughness of presentation and ability to answer all additional questions specified.	100
TOTAL	500

B. 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 as specified in Section II, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C. 15.
4. Responsive proposals will be evaluated on the factors in Section V, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked to choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated based on their revised proposal. The responsible Offeror whose proposal is most advantageous to the Fourth Judicial District Court, taking into consideration the evaluation factors in Section V, will be recommended for contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

ATIACHMENT A

Acknowledgement of Receipt Form

REQUESTS FOR PROPOSALS

Substance Abuse Treatment Services

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 Attachment D.

The acknowledgment of receipt should be signed and returned to the Procurement Manager no later than 3:00 p.m. on April 23, 2021. 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 Fourth Judicial District Court's written responses to those questions as well as RFP amendments, if any are issued.

ORGANIZATION: _____

REPRESENTED BY: _____

TITLE: _____

PHONE NUMBER: _____ FAX NUMBER: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

EMAIL: _____

SIGNATURE: _____ DATE: _____

The 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.

ATTACHMENT B

Contract Terms and Conditions

STATE OF NEW MEXICO
4th JUDICIAL DISTRICT COURT for
SAN MIGUEL COUNTY MAGISTRATE COURT
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into this 1st day of July 2021, by and between the 4th Judicial District Court, hereinafter referred to as the **COURT**, the San Miguel County Magistrate DWI Court, hereinafter referred to as **County DWI Court Program** and _____, hereinafter referred to as **CONTRACTOR** for the purpose of providing treatment services.

ADDRESS OF CONTRACTOR:

PHONE/FAX NUMBER OF CONTRACTOR:

E-MAIL OF CONTRACTOR:

In consideration of their mutual promises, the parties agree that:

1. SCOPE OF WORK:

The CONTRACTOR shall perform the following services:

The following requirements are mandatory for carrying out the services associated with Substance Abuse Treatment. The CONTRACTOR shall work closely with the County DWI Court Program Coordinator, hereinafter referred to as **COORDINATOR**, to carry out the tasks and complete the objectives of this service contract. The CONTRACTOR must provide individualized participant progress reports and service provision updates to the COORDINATOR and participate in staffings and hearings on a weekly basis. Written status reports will include participant progress summaries reflecting progress toward stated treatment goals and any barriers to recovery as noted by the counselor. Problems encountered within a group or individual counseling session will be noted on an incident report and submitted to the COORDINATOR as soon as possible.

To the extent possible, services should be (a) individually centered and family-focused, based on principles of individual capacity for recovery and resiliency, (b) delivered in a culturally responsive and appropriate manner, (c) coordinated, accessible, accountable and of high quality, (d) directed by the individual served, and (e) provided taking into consideration individual and family circumstances, abilities and strengths and accomplished in consultation with appropriate family members, caregivers and other persons critical to the individual's life and well-being.

All practitioners providing services to program participants must be appropriately licensed and supervised according to the rules and requirements of the NM Counseling and Therapy Practice Board (CTPB) and 16 NMAC 27.

Counselors must not operate outside their level of expertise or licensure. Regarding Licensed Substance Abuse Associate (LSAA) Scope of Work: As noted by the CTPB, "The license IS a restricted license... and the licensee MUST have a supervisor who directs that individual's work and ensures the quality of the services provided to clients. The licensee CANNOT work without a clinical supervisor. There are several ways to provide clinical supervision within the counseling and behavioral health industry. These methods include regular case reviews, audiotape reviews, videotape reviews, and direct observation." Supervision of LSAs and other counselors as required by the CTPB must be documented and available for inspection by the COORDINATOR.

The National Provider Identifier (NPI) numbers associated with the healthcare provider organization, the supervising provider, and individual providers of clinical services must be available for inspection by the COORDINATOR.

This scope of work is not exhaustive and may change based on the progress and/or tasks that seem appropriate and necessary to achieve the goals and requirements of the program. The Matrix for this program is 20 participants at any given time with the understanding that numbers may fluctuate based on enrollments and graduates.

Under the terms of this Agreement the CONTRACTOR shall:

B. Coordinate with Medicaid and Private Insurance

1. The Contractor shall be Medicaid certified and shall determine if all current and incoming participants are on Medicaid. The CONTRACTOR shall ensure that every participant who is Medicaid eligible applies for service. Should a participant be on Medicaid, the Contractor will bill Medicaid first and then the Court. The CONTRACTOR will provide all information regarding its billing of Medicaid to the Court on a monthly basis.
2. Immediately identify and assist all uninsured program participants in obtaining insurance coverage through Medicaid, Medicare, or other reasonably available private and public insurers.
3. Bill the COURT for services only after evidence is provided to show that (1) the uninsured participant was denied coverage by all reasonably available insurers, including Medicaid, Medicare, or (2) the insured participant's coverage denied payment for the service for a reason other than a failure or omission of the CONTRACTOR, as indicated in an Explanation of Benefits (EOB) or other document.

C. Provide Medical Services as indicated below

1. Screening & Assessment – A diagnostic evaluation / assessment shall be conducted by the treatment provider on all incoming participants to identify, diagnose, and determine appropriate level of care that is SPECIFIC TO THE INDIVIDUAL. Persons with co-

occurring disorders shall be accurately identified. Psychosocial issues that may affect participant engagement in the County DWI Court Program shall be identified. Assessment shall include evidence-based and validated instruments, including structured diagnostic interviews, psychosocial assessment instruments, psychological tests, laboratory, or other types of testing, and collateral information (e.g., from family members and COORDINATOR). To expedite participant program entry, clinical assessments shall be conducted by the treatment provider as quickly as possible, but no later than five days from the date of referral. The CONTRACTOR agrees to provide the COORDINATOR with written notice of all screenings and assessments within 24 hours of the completed appointment. Notice of screenings and assessments may be provided to the COORDINATOR via e-mail, fax or hard copy. **Fee based in accordance with the Medicaid Fee Schedule.**

2. Individualized Service / Treatment Plan – An individual treatment plan will be prepared as soon as possible by a licensed/certified practitioner for each program participant to be reviewed and reviewed by the presiding County DWI Court Program judge and/or COORDINATOR. The plan must state the type, amount, frequency, and duration of the services to be furnished and indicate the diagnoses and anticipated goals as well as other agencies involved in service provision and the plan to coordinate services. **Fee based in accordance with the Medicaid Fee Schedule.**
3. Individual Therapy – Individual therapy will be provided for each participant by an appropriately licensed/certified practitioner as desired by the participant or as determined by the individual treatment plan. The CONTRACTOR agrees to allow the COORDINATOR to observe sessions, as needed. **Fee based in accordance with the Medicaid Fee Schedule.**
4. Outpatient and/or Intensive Outpatient Treatment as required pursuant to the client’s clinical needs as stated in the treatment plan – Services will be provided for each participant by an appropriately licensed/certified practitioner on a weekly basis according to the assessed needs of the client and according to recognized best practice. IOP programs must be based on research and evidence-based interventions approved by the COURT, be culturally sensitive, incorporate recovery and resiliency values into all service interventions, address co-occurring mental health disorders as well as substance use disorders when indicated, and will attempt to address the following general goals: **Fee based in accordance with the Medicaid Fee Schedule.**
 - i. To achieve abstinence

- ii. To foster behavioral changes that support abstinence and a new lifestyle
 - iii. To facilitate active participation in community-based support systems (e.g., peer recovery groups, 12-Step fellowship, etc.)
 - iv. To assist clients in identifying and addressing a wide range of psychosocial problems (e.g., housing, employment, adherence to probation requirements)
 - v. To assist clients in developing a positive support network
 - vi. To improve the client's problem-solving skills and coping strategies
 - vii. CONTRACTOR records must contain documentation of training of staff according to the agency's treatment model. To the extent possible, the CONTRACTOR agrees to provide gender specific groups on a weekly basis as appropriate to County DWI Court Program clientele. The CONTRACTOR agrees to allow the COORDINATOR to observe sessions, as needed.
5. Aftercare Sessions – The CONTRACTOR will provide aftercare services as needed and in accordance with County DWI Court Program policy. **Fee based in accordance with the Medicaid Fee Schedule.**
6. MRT Group Sessions – The CONTRACTOR will provide Adult Moral Reconciliation Therapy (MRT). The DWI Drug Court program has utilized MRT historically for Group Counseling. The Contractor must provide a certified facilitator trained in the MRT treatment model. Facilitator must be capable of facilitating one (1) or more MRT sessions each week. Group size should be no more than 10 clients at any time. **Fee based in accordance with the Medicaid Fee Schedule.**
7. Provide Drug Screening – The CONTRACTOR shall provide on-site, drug screening with Averhealth; all positive drug-screening results shall be reported to the COORDINATOR as soon as possible, but no later than within 24 hours. **\$\$ _____ per unit, lab confirmation \$\$ _____ per unit**
- i. Collectors and observers are prohibited from revealing, or discussing drug-screening results, including drug-screening procedures with participants.
 - ii. Collectors and observers are to immediately notify the treatment counselor of any positive result on the drug screen.
 - iii. Collectors and observers shall follow established County DWI Court Program protocols, which include same sex observation.
 - iv. Trained personnel, male and female observers/collectors, shall be acceptable to the County DWI Court Program.

- v. Observers/collectors shall be available to collect daily, Monday through Saturday, with hours to be determined by approval of the COORDINATOR.
- vi. Observers/collectors shall collect a minimum of 10 panel (10) profile drug screening from AvertHealth to include THC, cocaine, opiates, barbiturates, benzodiazepine, amphetamine, methadone, buprenorphine, and alcohol.
- vii. Alcohol screening with approved breath analyzer shall be collected a minimum of three (3) times per week at the discretion of the COORDINATOR.
- viii. Arrange for Gas Chromatography/Mass Spectrometry (GC/MS) confirmation with quantitative results.
- ix. Testing supplies shall be maintained in secure storage and equipment surroundings shall have lockable doors accessible by authorized personnel only.
- x. Drug screening will occur at a minimum of three times per week on a random basis with the availability to collect daily, Monday through Saturday, and holidays for each participant unless otherwise directed by the COORDINATOR.

D. Provide Administrative Services - The CONTRACTOR agrees to provide the following administrative services to be compensated by a monthly (one-twelfth) administrative draw **in the amount of \$\$_____**:

1. Liaison services – The CONTRACTOR’s representative, knowledgeable about each participant’s treatment progress, will be available for DWI/Drug Court multidisciplinary team meetings and staffing sessions, court hearings, and care coordination meetings.
2. Written Reports – Weekly written updates documenting client presence, participation, and progress will be provided to the COURT. Additionally, The CONTRACTOR agrees to provide the program coordinator with written incident reports advising of any and all known participant program infractions, including but not limited to: missed group therapy sessions, missed individual sessions, missed individual therapy sessions, missed urinalysis testing, positive urinalysis testing and positive breath analysis testing. Incident reports shall be provided to the program coordinator within 24 hours if an incident occurs Monday through Friday and 72 hours if an incident occurs Friday through Sunday or on a holiday. Notice may be provided to the program coordinator via email, fax or hard copy.
3. Case Management Services – The CONTRACTOR will refer the participants to local support services such as housing, transportation, child care services, employment training, and continuing care on an as needed basis.

4. Quality Assurance & Supervision – Supervision of licensed staff who provides services to program participants will be conducted and documented at least monthly by an appropriately licensed and trained individual.
5. Contingency Management – The CONTRACTOR shall work with the COORDINATOR to establish a meaningful contingency management system to serve as the basis for short term and long term incentives, including recognizing significant achievement within the program phases and for graduation upon program completion. Incentives, awards, and other tangible items to recognize achievement and progress will be managed in conjunction with the COORDINATOR and County DWI Court Program team. The total amount payable for program incentives shall not exceed One Thousand Dollars (\$1,000).
6. Expedited Services – Assessments will be provided according to the deadlines noted in this contract.

2. CODE OF CONDUCT:

A. Discrimination or harassment based on race, color, religion, sex, age, national origin, ancestry, physical or mental handicap, serious medical condition, sexual orientation, gender identity, socioeconomic status, political affiliation or any other reason by a DRUG COURT STAFF including a contractor will not be tolerated; nor shall retaliation against a person filing a complaint, participating in an investigation or reporting such discrimination or harassment be tolerated, even if there are no findings.

B. Discrimination, retaliation, and harassment are unacceptable and are grounds for disciplinary action, termination of contract, and/or reporting to local law enforcement or other appropriate entities.

C. A DRUG COURT STAFF person, including a contractor or a judge who is aware of, or who is the subject of discrimination, retaliation, or harassment has an obligation to immediately report it to the 4th Judicial District Court Chief Executive Officer.

D. DRUG COURT STAFF is prohibited from having any undue familiarity or relationship with any current or former Drug Court participant or their immediate family members, to include domestic partners or others who reside in the participants home, agents or close friends. This prohibition includes and extends to any relationship that is outside of the professional Drug Court staffing relationship, and includes any person business, or financial transactions.

E. DRUG COURT STAFF is prohibited from giving or accepting gifts or gratuities from a current or former Drug Court participant or their immediate family members, to include domestic partners or others who reside in the participants home, agents or close friends.

F. In the event of an allegation of discrimination, retaliation, and/or harassment, Contractor agrees to cooperate fully with any inquiry or investigation conducted by the 4th Judicial District Court Chief Executive Officer.

“DRUG COURT STAFF” is defined as any person involved in the County DWI Court Program, and includes Judges, DWI Drug Court Coordinators, other Court Staff, contractors, and all members of the Drug Court team, including treatment providers and their staff.

If you are aware of any of these violations, please report it to a member of the Drug Court team as soon as possible, or to the Statewide DWI Drug Court Program Manager at 505-827-4800.

3. COMPENSATION:

The total amount payable under this AGREEMENT shall not exceed _____ for the period (July 1, 2021 to June 30, 2022). The COURT will pay for medical services identified in Section 1B upon the receipt of a detailed invoice documenting the services rendered by the CONTRACTOR in conducting the Scope of Work above, and including the evidence of denial of insurance payment or coverage concerning Medicaid billing as included in Section 1A. All invoices submitted by the CONTRACTOR shall be submitted within the parameters of the state fiscal year which runs July 1 through June 30 of each year. Invoices received **AFTER July 10, 2022 WILL NOT BE PAID.**

The COURT will pay for administrative services under this contract identified in Section 1C upon the receipt of an invoice attesting the services were rendered by the CONTRACTOR in conducting the Scope of Work above. The monthly draw shall not exceed \$_____ and the annual draw shall not exceed \$_____.

The CONTRACTOR may attend COURT authorized trainings and may bill for training and travel in accordance with the New Mexico Regulations Governing the Per Diem and Mileage Act. 2.42.2 NMAC and any guidance provided by the NM Supreme Court. The CONTRACTOR must have prior approval for travel and training in order to be reimbursed.

The CONTRACTOR shall be responsible for payment of any New Mexico gross receipts taxes levied on the amount paid to CONTRACTOR pursuant to this AGREEMENT. The COURT will not pay any gross receipts tax.

The terms of this AGREEMENT are contingent upon available funding. If sufficient funds are not available this contract shall terminate immediately upon written notice given by the COURT to the CONTRACTOR. The COURT's decision as to whether sufficient funds are available shall be accepted by the CONTRACTOR and shall be final.

4. TERM:

This AGREEMENT runs from July 1, 2021 through June 30, 2022, and all services are to be performed within this time unless changes are authorized by the COURT or unless the AGREEMENT is terminated pursuant to Paragraph 5. Work hours shall be determined by the CONTRACTOR to provide the contracted services as soon as possible.

5. TERMINATION:

This AGREEMENT may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) 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. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COURT IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.

6. STATUS OF CONTRACTOR:

The CONTRACTOR and its agents and employees are independent contractors performing professional services for the COURT 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 COURT unless the CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

Submit evidence of the organizations or individual's current liability insurance policy of at least \$1 million covering injury to any program participant or third party for injuries arising out of actions of all staff members of the CONTRACTOR pursuant to this contract. If the organization or individual does not yet have adequate insurance, describe the steps taken to obtain such insurance and provide any assurances received from insurance carriers.

7. ASSIGNMENT

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

8. SUBCONTRACTING

The CONTRACTOR shall not subcontract any portion of the services to be performed under this AGREEMENT without the written approval of the COURT.

9. RECORDS AND AUDIT

The CONTRACTOR shall maintain detailed time records that indicate the date, time and nature of services rendered. These records shall be provided by the CONTRACTOR for inspection by the COURT and the State Auditor upon written request of the COURT. The COURT has the right to audit billings both before and after payment. Payment under this AGREEMENT is not a waiver of the right of the COURT to recover excessive or illegal payments.

10. 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 COURT to the CONTRACTOR. The COURT's decision as to whether sufficient appropriations are available shall be accepted by the CONTRACTOR and shall be final.

11. FINAL PAYMENT

Since all payments under this AGREEMENT shall be monthly, the COURT shall be entitled to withhold the final payment due hereunder, pending final approval by the COURT of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, the CONTRACTOR shall furnish the COURT proof in documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein have been properly paid and released.

12. RELEASE

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

13. CONFIDENTIALITY

Any information given 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 entity by the CONTRACTOR without the prior approval of the COURT.

14. 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 COURT not later than the termination date of this AGREEMENT. Nothing produced, in whole or in part, by the CONTRACTOR under this AGREEMENT shall be subject of an application for copyright by or on behalf of the CONTRACTOR.

15. 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.

16. PROHIBITION AGAINST DUAL COMPENSATION

The CONTRACTOR shall bill Medicaid/Third Party Insurance for all treatment services covered prior to the COURT. The CONTRACTOR shall coordinate with the DWI/Drug Court program on services/costs billed to a Third Party to ensure services/costs are not also billed to the COURT.

The charges for services rendered under this AGREEMENT are reimbursable or subject to compensation only to the extent that such services relate exclusively and directly to the purpose of this AGREEMENT and supplemental or additional payment for such services is not received by the CONTRACTOR from any other source.

17. EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR, in the performance of this AGREEMENT, shall not discriminate against any employee, client or other person on the basis of race, color, religion, national origin, sex, age or disability.

18. PENALTIES FOR VIOLATION OF LAW

The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

19. MERGER

This AGREEMENT incorporates all 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.

20. AMENDMENT

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

21. APPLICABLE LAW

The laws of the State of New Mexico shall govern this AGREEMENT, without giving effect to its choice of laws provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-2-1 (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.

22. 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 COURT.

23. INDEMNIFICATION

The CONTRACTOR shall defend, indemnify and hold harmless the COURT and the State of New Mexico from all actions, proceedings, claims, demands, costs, damages, attorney's 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, suite 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 COURT and the Risk Management Division of the New Mexico General Services Department by certified mail.

24. 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.

25. 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.

26. 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 COURT:

Robert Duran, Court Executive Officer
4th Judicial District Court
496 West National Ave.
Las Vegas, NM 87701
(505) 454-2942 Phone
(505) 454-8611 Fax

To the CONTRACTOR:

The CONTRACTOR shall within ten (10) calendar days communicate to the 4th JUDICIAL DISTRICT COURT's Court Executive Officer any change in the person designated in this AGREEMENT to receive notice or address change, showing the effective date of the change by the CONTRACTOR.

27. AUTHORITY

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

28. EFFECTIVE DATE

This AGREEMENT is not effective until signed by all parties and is effective on the date specified in Paragraph 4 of this AGREEMENT.

IN WITNESS WHEREOF, the COURT and the CONTRACTOR do hereby execute this Agreement on this _____ day of _____, 2021.

STATE OF NEW MEXICO, 4th JUDICIAL DISTRICT COURT:

District Court Chief Judge Date

SAN MIGUEL COUNTY MAGISTRATE DRUG COURT:

Christian Montañó I, Magistrate Drug Court Judge Date

ADMINISTRATIVE OFFICE OF THE COURTS:

Celina Jones, General Counsel Date

CONTRACTOR:

Contractor Date

REVIEWED:

4th Judicial District Court, Court Executive Officer Date

4th Judicial District Court, Programs Manager Date

TAXATION AND REVENUE DEPARTMENT

THE FOLLOWING ARE NEITHER PARTIES NOR PRIVIES TO THIS AGREEMENT:

The Records of the Taxation and Revenue Department reflect that the CONTRACTOR is registered for payment of the New Mexico gross receipts tax.

YES

NO

NM TAX ID: _____

The Records of the Taxation and Revenue Department reflect that the CONTRACTOR is exempt from the payment of the New Mexico gross receipts tax.

YES

NO

BY: _____
Tax & Revenue Department

Date Signed

ATTACHMENT C

Campaign Disclosure Form

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

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

The following definitions apply:

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

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise,

collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

ATIACHMENT D

Certification regarding Debarment Suspension, Proposed Debarment and Other
Responsibility Matters

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT AND OTHER
RESPONSIBILITY MATTERS**

The entering of a contract between the Court and the successful Offeror pursuant to this RFP is a "covered transaction," as defined by 48 C.F.R. Part 9. The Court'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 the Court 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 the Court 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 the Court 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 the Court, the Court 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 non-responsibility 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 Offerors 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, the Court, in its sole discretion, may request that the U.S. Department of Health and Human Services grant an exception under 48 C.F.R. §§ 9.4 if the Court believes that the procurement schedule so permits and an exception is applicable and warranted under the circumstances. In no event will the Court award a contract to an Offeror if the requested exception is not granted for the Offeror.

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

- (C) 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;
- (D) 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;
- (E) 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

(ii) "Principal," for the purposes of this certification, shall have the meaning set forth in 48 C.F.R. § 9.4 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 48 C.F.R. Part 9.

(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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

OFFEROR: _____

SIGNED BY: _____

TITLE: _____

DATE: _____