

STATE OF NEW MEXICO
FOURTH JUDICIAL DISTRICT COURT



REQUEST FOR PROPOSALS

FOR THE PROFESSIONAL SERVICES OF A TREATMENT PROVIDER FOR
BEHAVIORAL HEALTH COURT

ISSUE DATE

September 8, 2023

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS;

The Fourth Judicial District Court hereinafter referred to as the Fourth JCD is requesting proposals for the professional services of a treatment provider for the Behavioral Health Treatment Court in San Miguel and Mora Counties.

The purpose of this Request for Proposals (RFP) is to select a treatment provider to provide intensive, outpatient treatment for up to twenty (20) adults at a time. Participants in Behavioral Health Treatment Court are individuals who have committed crimes motivated by mental illness and, possibly, substance abuse. They will have or will be placed on probation in lieu of incarceration for their crimes.

The Court reserves the right to waive minor irregularities in an offeror's proposal. The court also, reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is the sole discretion of the Court

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 (FOURTH JDC) 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 without such discussions.

When it is in the best interest of the FOURTH JDC, 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. Such termination will be effected by the FOURTH JDC sending written notice to the Contractor. The FOURTH JDC's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

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 JDC prior to that determination. This provision, however, is not exclusive and does not waive other legal rights and remedies afforded the FOURTH JDC in such circumstances as contractor defaults or breach of the Contractor.

Any protests of the award must be made in accordance with the Procurement Code, NMSA 1978, and Section 13-1-28 to Section 13-1-199.

The contract will be for a one year period beginning on or about October 16, 2023 with an option to renew each year after the first year for no more than three additional years, for

a total of no more than four years, at the discretion of the FOURTH JDC. Continuation of the contract for each additional year will be contingent upon satisfactory contract compliance by the Contractor as determined by the FOURTH JDC and upon sufficient funding.

B. SUMMARY OF SCOPE OF WORK

The focus of the Behavioral Health Treatment Services contract is to provide mental health treatment, integrated treatment for co-occurring disorders, counseling, residential, intensive outpatient, substance abuse treatment, drug testing, transportation services to/from court and treatment services to the participants of the FOURTH JDC Behavioral Health Court Program. Treatment Services will align with the New Mexico Judiciary Drug Court Standards <https://treatmentcourts.nmcourts.gov/new-mexico-drug-court-standards/>, and NADCP Adult Drug Court Best Practice Standards, <https://allrise.org/publications/adult-drug-court-best-practice-standards/> the FOURTH JDC Behavioral Health Court Policy and Procedure Manual. Behavioral Health Treatment services shall be evidence-based and include and not limited to: psychiatric evaluation, screening and assessment, individual therapy, group counseling, individual outpatient therapy, individual treatment plans, drug screening and testing, family intervention services, court liaison services, and aftercare services.

The initial contract shall begin on or about October 16, 2023 through June 30, 2024 and may be extended up to three years, for no more than four years based on funding.

C. SCOPE OF PROCUREMENT

The scope of this procurement includes professional services only. The FOURTH JDC 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. RFP MANAGER

The FOURTH JDC has designated an RFP Manager who is responsible for the conduct of this procurement whose name, address, and telephone number is listed below:

JEFF ROMERO CPO/CFA
496 West National Avenue
Las Vegas, NM 87701
Phone (505) 425-7281 Ext. 2290
E-mail: lved-apinvoice-grp@nmcourts.gov

All submissions and deliveries via postal service and express courier should be sent to the above physical or email addresses.

Any inquiries or requests regarding this procurement should be submitted to the RFP Manager in writing. Offerors may contact ONLY the RFP Manager regarding the procurement. Other employees do not have the authority to respond on behalf of the FOURTH JDC.

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.

“Behavioral Health Court Program Coordinator/Manager” means the person or designee authorized by the FOURTH JDC to supervise the Behavioral Health Court Program.

“Behavioral Health Drug Court Team” is a multi-agency collaborative including the: Judge, Drug Court Program Coordinator, District Attorney designee, Public Defender designee, contracted treatment provider, Adult Probation and Parole designee, local law enforcement designee from the City, County and State Police Departments, Surveillance Officer as well as any other community partner deemed necessary by the Behavioral Health Court Team.

“Case Management Services” means providing referrals to local support services such as housing, transportation, child care services, employment training and continuing care, and providing continuing guidance in obtaining such services.

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

“Contractor” means the successful Offeror.

“Court Liaison” means the primary care provider or a representative knowledgeable about each participant’s treatment progress, who will be available for Behavioral Health Court Program staffing meeting and hearings.

“Drug Screening” is on-site, rapid drug screening with results available within five (5) minutes. Drug Screening is conducted on all participants. All drug screening results shall be reported and forwarded promptly to the program coordinator.

“Evaluation Committee” means a body of two or more individuals appointed by the FOURTH JDC to perform the evaluation of Offeror proposals.

“Family Intervention Sessions” mean family therapy services provided as needed by a licensed/certified practitioner with prior approval from the FOURTH JDC.

“Finalist” is defined as an Offeror who meets all the mandatory specifications of the Request for Proposals and whose proposal qualifies that Offeror for further consideration by the Evaluation Committee.

“FOURTH JDC” is the Fourth Judicial District Court for San Miguel, Mora and Guadalupe Counties.

“Group Counseling” means weekly gender and culturally specific counseling sessions, provided by a licensed/certified practitioner to two or more (not to exceed 10) participants at a given time as they progress from phase one through phase five of the program.

“Individual Therapy” means a psychotherapeutic session between therapist and client wherein evidence-based practices are utilized to create a collaborative process that motivates the client toward healthy behaviors and improved quality of life.

“Psychiatric Services” means services provided under the direction of a physician which address mental, emotional, medical or behavioral problems.

“Psychiatric Treatment” is a type of mental health treatment that focuses on diagnosing, managing, and treating mental health conditions.

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

“RFP Manager” means the person authorized by the FOURTH JDC 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 supporting financial resources, production or service facilities, personnel, service reputation, and experience adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

“Screening and Assessment” means utilization of evidence-based and validated instruments, including structured diagnostic interviews, psychosocial assessment instruments, psychological tests, laboratory, or other types of testing, conducted on all incoming participants to identify, diagnose and determine appropriate level of care that is

specific to the individual. The yielded information is shared with the BHC team to the extent that it does not jeopardize confidentiality.

“Treatment Plan” means a plan for treatment services that is prepared by a licensed/certified practitioner for each program participant every ninety (90) days, which shall be reviewed and approved by the presiding Drug Court Judge, and copies shall be forwarded to the BHC program coordinator.

G. BACKGROUND INFORMATION

The FOURTH JDC Behavioral Health Court Program will provide treatment, support, and assistance to program participants by identifying short-term goals based on individual risk and need factors, and enhance public safety by assisting offenders in adopting a productive and law-abiding lifestyle. The program will also provide offenders an opportunity for diversion from recurring entry into the criminal justice system by offering enhanced services as deemed appropriate through objective assessments and program progress. Enhanced treatment, accountability, and supervision of the offenders will reduce recidivism, thereby reducing both short- and long-term financial cost of managing offenders in penal institutions.

Prospective candidates who are arrested or adjudicated are referred to the Behavioral Health Court Program Coordinator. Upon receiving the referral, an initial intake interview is conducted by the program coordinator and forwarded to the Treatment Provider for an assessment(s) for purposes of determining eligibility based on the criteria set forth by the Behavioral Health Court Program.

The FOURTH JDC Behavioral Health Court program is divided into four active phases and an aftercare (Phase 5). The program is designed in such a way so that as the participant makes progress in their substance use issues, the participant can move from a highly supervised treatment program in Phase 1, to a less intensively supervised treatment program in Phase 5.

The participant’s progress and program participation is monitored on a daily and weekly basis. Completion of all weekly components is discussed during staffing before advancing to the next level. The participant is expected to do everything in regard to program requirements in order to advance to the next program phase.

As the participant advances from one phase to the next, the time to report to the Behavioral Health Court Program diminishes incrementally. Incentives, sanctions and therapeutic adjustments are imposed at the recommendation of the BHC Team along with the Drug Court Judge, who will make the final determination.

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	FOURTH JDC	September 8, 2023
2. Deadline to Submit Acknowledgement of Receipt of Request for Proposals Form	Potential Offerors	September 15, 2023
3. Deadline to Submit Questions	Potential Offerors	September 15, 2023
4. Response to Written Questions	FOURTH JDC	September 22, 2023
5. Submission of Proposal	Potential Offerors	September 29, 2023
6. Campaign Contribution Disclosure	Offerors	September 29, 2023
7. Proposals Evaluation	Evaluation Committee	October 2 – 3, 2023
8. Selection of Finalists	Evaluation Committee	October 3, 2023
9. Finalize Contract	FOURTH JDC /Offeror	October 3, 2023
10. Award Contract	FOURTH JDC /Offeror	Upon signatures of AOC
11. Protest Deadline	Offeror	+ 15 days

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

This RFP is being issued by the FOURTH JDC on **September 8, 2023**. Additional copies of the RFP can be obtained by the RFP Manager or viewed on the State Court website (www.nmcourts.com) and the FOURTH JDC website <https://fourthdistrictcourt.nmcourts.gov>.

2. Deadline List Response Due

Potential Offerors should hand-deliver, e-mail, 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 **September 15, 2023** to the RFP.

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 **September 15, 2023**. All written questions must be addressed to the RFP Manager, Section I, Paragraph D.

4. [Response to Written Questions/RFP Amendments](#)

Written responses to written questions and any RFP amendments shall be distributed on **September 22, 2023**, 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, e-mail, or returned by, 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 Offeror's organization name shall be deleted from the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments must be received by the RFP Manager 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 RFP Manager no later than 3:00 pm on **September 29, 2023**. 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. Proposals must be addressed and delivered to the RFP 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 Behavioral Health Treatment Services for the FOURTH JDC Request for Proposals. Proposals must be sealed. Any proposals or portions of proposals submitted by e-mail or 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](#)

Pursuant to NMSA 1978, 13-1-191.1, potential Offerors must submit with their response to proposal the "Campaign Contribution Disclosure Form" that accompanies this document (See Attachment C) on **September 29, 2023**.

7. [Proposal Evaluation](#)

The evaluation of proposals will be performed by an Evaluation Committee appointed by the FOURTH JDC. This process will begin on **October 2, 2023**. During this time, the RFP 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. Discussions SHALL NOT be initiated by the Offerors.

8. [Selection of Finalists](#)

The Evaluation Committee will select and the RFP Manager will notify the finalists on **October 3, 2023**. Only finalists will be invited to participate in the subsequent steps of the procurement.

9. [Finalize Contract](#)

The contract will be finalized with the most advantageous Offeror on **October 3, 2023**. In the event that mutually agreeable terms cannot be reached within the time specified, the FOURTH JDC reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

10. [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. Contract shall be awarded upon signatures of the Administration Office of the Courts.

11. [Protest Deadline](#)

Any protest by an Offeror must be timely and in conformance with Section 13-1-172, NMSA 1978, and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end at 3:00 pm upon date of signatures from AOC. 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 RFP Manager. The protest must be delivered to the RFP Manager at the address listed in Section B, Paragraph D. Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the AOC's or General Services Department State Purchasing Division of the State of New Mexico 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.

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 with the FOURTH JDC. The FOURTH JDC will make contract payments only to the prime contractor.

4. Subcontractors

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

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 JDC personnel will not merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

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

7. Proposal Offer Firm

Responses to this RFP will be considered until **October 3, 2023**.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents will be open to the public, except for the material which is proprietary or confidential. The RFP Manager will not disclose or make public any pages of a proposal which the Offeror has stamped or imprinted with the words "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 Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 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 RFP Manager shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will not 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 JDC or any of its departments or agencies to the service offered until a valid written contract is approved by the FOURTH JDC.

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 JDC determines such action to be in the best interest of the FOURTH JDC 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 FOURTH JDC's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

12. Legal Review

The FOURTH JDC 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 RFP Manager.

13. Governing Law

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

14. Basis for Proposal

Only information supplied by the FOURTH JDC in writing through the RFP Manager 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 JDC and the Contractor will follow the format specified by the FOURTH JDC and contain the terms and conditions set forth in Attachment B, "Contract Terms and Conditions." However, the FOURTH JDC 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 JDC's terms and conditions, as contained in this Section or in Attachment B, such Offeror must propose specific alternative language that would be acceptable to the FOURTH JDC. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the FOURTH JDC 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 the review and approval by the FOURTH JDC.

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 JDC.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiations, will be discussed only between the AOC, the FOURTH JDC and the selected Offerors 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 provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. 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 JDC reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the FOURTH JDC, 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 JDC Rights

The FOURTH JDC 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 the contract term, potential Offerors, and Contractors must secure from the FOURTH JDC, 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 JDC 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 ensure 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 JDC, the version maintained by the FOURTH JDC 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 Offeror's knowledge and belief, 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 or State department or agency.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Offeror 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 8½" x 11" paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a 3-ring binder/folder 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
- e) Budget Cost and Breakdown
- f) Suspension and Debarment Form
- g) Campaign Contribution Form
- h) Response to FOURTH JDC Terms and Conditions
- i) Offeror's Additional Terms and Conditions
- j) Updated Resume with all applicable Diplomas, Certification(s), Certificate(s) of Completion, Licensure(s), Business License, of staff.
- k) Professional and Personal References
- l) Proof of Insurability as required herein.
- m) Other Supporting Material

Within each section of their proposal, Offeror 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.

Offeror 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

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) Identify the submitting firm/Offeror, including address, phone number, and website;
- b) Identify the name and title of the person authorized by the firm/Offeror to contractually obligate the firm/Offeror;
- c) Identify the name, title, email, and telephone number of the person authorized to negotiate the contract on behalf of the firm/Offeror;
- 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/Offeror; and
- g) Acknowledge receipt of any and all amendments to this RFP.

3) Resume

Each proposal must attach an updated resume of the Director, Chief Financial Officer and staff who will be performing services for participants, with all applicable Diplomas, Certification(s), and Certificate(s) of Completion, Licensure(s), Business License, of staff.

4) Professional and Personal References

Each proposal must provide two (2) professional reference letters and two (2) personal references. Through the references provided, the FOURTH JDC will evaluate the performance of and professionalism shown by the Contractor for work performed for any of the courts or other state agencies in New Mexico.

IV. SPECIFICATIONS

This section contains relevant information concerning the task to be performed by the Contractor. Offeror should respond in the form of a narrative to each specification. The narrative, along with the required supporting material will be evaluated accordingly.

A. DETAILED SCOPE OF WORK

All of the following requirements are mandatory for carrying out the services associated with Behavioral Health Treatment. The Contractor shall work closely with the Fourth JDC Behavioral Health Court Program Coordinator to carry out the tasks and complete the objectives of this service contract. The contractor must agree that face-to-face treatment services will be the main form of interaction between the participants and therapist. The Contractor must agree to provide individualized progress reports on individual participants and service provision updates to the Fourth JDC Behavioral Health Court Program during weekly staff meetings. The primary treatment-providing staff member, or a staff member should be fully informed of client needs and progress, shall participate in team meetings and Behavioral Health Court hearings on a weekly basis. For continuity purposes, the person providing these services should consistently be the same person with only occasional substitutes. Written status reports will include, at a minimum, participant progress, problems encountered, and recommendations for the team.

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.

All practitioners/counselors/therapists utilized by Offeror must meet the requirements set forth by the Regulation & Licensing Division of the State of New Mexico in Chapter 61 Professional and Occupational Licenses, NMSA 1978 and comply with all applicable State and Federal laws. Counselors must meet the requirements set forth by the Regulation & Licensing Counseling Board Scope of Practice 61-9A-5-F-G. The Licensed Mental Health Counselor (LMHC) must work under supervision at all times when providing mental health counseling, and the Licensed Substance Abuse Associate (LSAA) must work under supervision at all times when conducting substance abuse counseling. Treatment Provider must provide an interpreter for clients with Limited English Proficiency (LEP) and meet the needs of LEP and deaf and hard of hearing clients for all services required rendered by the provider.

The Fourth JDC Behavioral Health Court Program services shall include:

- The Contractor shall determine if all current and incoming participants are on Medicaid. The Contractor shall ensure that every participant who is Medicaid eligible applies for services. Should a participant be on Medicaid, the Contractor will bill Medicaid first and then the FOURTH JDC. The Contractor will provide all information regarding its billing of Medicaid to the FOURTH JDC on a monthly basis.
- Screening and 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 treatment court 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 program coordinator, etc.). To expedite participant program entry, clinical assessments shall be conducted by the treatment provider as quickly as possible as and no later than seven (7) days from the date of referral.
- Individual Treatment Plan shall be prepared within seven (7) and no later than ten (10) days of acceptance into the Behavioral Health Court Program by a licensed/certified practitioner for each program participant to be reviewed and approved by the presiding drug court judge.
- Individual Therapy and Psychiatric Services shall be provided for each participant by a licensed/certified practitioner as determined by the individual treatment plan, and/or requested by the participant, and/or the Treatment Court Program. Contractor agrees to provide these services on a weekly basis.
- Group Counseling such as MRT will be provided for each participant by a licensed/certified practitioner as required per ongoing evaluation, assessment and program progress. Contractor agrees to provide gender-specific groups as needed.
- Family Intervention Services – Family intervention services will be provided by a licensed/certified practitioner as needed.
- Liaison Services – The Contractor’s representative shall be knowledgeable about each participant’s treatment progress shall be available for each Behavioral Health Court staffing, meeting and hearings.
- Comprehensive Community Support Services will be provided to participants as required to the client’s clinical and social needs as stated in the treatment plan. The Contractor will refer the participants to local support services such as housing, transportation, child care services, employment training, and continuing care as needed.
- Drug Screening – The Contractor shall provide on-site, rapid drug screening with results available within five (5) minutes; all drug screening results shall be reported and forwarded promptly to the program coordinator and in addition, Contractor shall comply as follows:
 - Shall employ trained personnel, male and female observer/collectors, who are acceptable to the Fourth JDC Treatment Court Program.
 - Availability to collect daily, Monday through Sunday, including holidays; hours to be determined by the Treatment Team.
 - Minimum of fourteen (14) panel drug screening to include: Amphetamines; Benzodiazepines; Buprenorphine; Cannabinoids (THC); Cocaine; Ecstasy;

- Ethyl Glucuronide (EtG, Alcohol); Fentanyl Methamphetamine; Methadone; Morphine; Opiates; Oxycodone; Synthetic Cannabinoid (K2).
- Alcohol screening with approved breath analyzer.
- Arrange for Gas Chromatography/Mass Spectrometry (GC/MS) Confirmation with quantitative results;
- Observers/collectors shall follow established Fourth JDC Treatment Court Program protocols.
- Random drug screening shall follow established Treatment Court Program protocols for each participant, and may include weekends and holidays unless otherwise directed by the FOURTH JDC Behavioral Health Court Program.
- The Contractor agrees to provide the program coordinator with written notice of all positive drug screenings as soon as possible, but not later than 24 hours.
- The Contractor agrees to have scheduled times in which to be available for participants.
- The Contractor agrees to reschedule any cancelled Individual Therapy and Group sessions and to notify Program Coordinator of such cancellations.

B. BUSINESS SPECIFICATIONS

1. Project Time Frame

The project is scheduled to begin on or about October 16, 2023. Please describe the proposed time-line of services provided to participants.

a. Facilities

The treatment provider's physical facilities shall conform to all applicable zoning ordinances, laws, and all local codes including building, sanitation, and health and fire codes. The facility shall be in compliance with the Americans with Disabilities Act. The treatment provider shall possess and maintain documentation confirming adherence to the law as noted, or shall document no applicability.

C. MANDATORY SPECIFICATIONS

1. Project Reporting

Offerors must agree to prepare progress reports on individual participants and service provision updates to the Behavioral Health Court Program and participate in team meetings and hearings on a weekly basis. Oral and written status reports and data entry will include, at a minimum, participant progress, drug testing results, problems encountered, and treatment recommendations for the team.

2. Offeror Experience

The Offeror, and any individual providing services under the terms herein, including but not limited to staff, contractors, subcontractors, associates, lead professionals, therapists, counselors, case managers etc., must be qualified and adequately trained and meet all State and Federal licensure requirements to provide the unique treatment required by Behavioral Health Court participants. The professional services provider will provide an evidence-based curriculum that is approved by the Fourth Judicial District Court. 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 Program Coordinator. Documentation of qualifications and experience, along with references relative to experience, shall be provided in the proposal. Documentation should take the form of a curriculum vitae for each professional services provider that the treatment provider expects to utilize in providing treatment.

The Offeror shall be experienced in working with adults and/or the judicial system. 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.

3. Cost

Offeror must propose one firm, fixed, fully loaded hourly rate **per service** category below for contractor, or its employees or subcontractors. This cost breakdown shall be submitted under Section C of the proposal summary. 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 and personnel, as well as subcontractor personnel if appropriate. New Mexico gross receipts taxes are excluded from the proposed maximum hourly rates. They shall be shown separately on the invoice. This rate shall be calculated for a total of **20 participants** for one year of service.

Please utilize the format below:

Service Category	Cost Per Unit/Hour	Cost Multiplier (specify multiplier)	Total Cost
Screening & Assessment	Cost Per Participant	Multiply times 20 participants for one year	
Psychiatric Evaluation	Cost per Participant	Multiply times 20 participants for one year	
Individual Treatment Plan with updates	Cost per Participant	Multiply times 20 participants for one year	
Individual Therapy	Cost per Hour	Multiply times estimated number of sessions	
Group Counseling	Cost per Hour	Multiply times estimated number of sessions	

Miscellaneous Counseling	Cost per Hour	Multiply times estimated number of sessions	
Court Liaison Services	Cost per Hour	Multiply times estimated number of sessions	
Case Management	Cost per Hour	Multiply times estimated number of sessions	
Drug Screening	Cost per Unit	Multiply times estimated number of tests	
Drug Screening Lab Testing	Cost per Unit	Multiply times estimated number of tests	
Transportation Services	Cost per Unit	Multiply times estimated number of tests	
Other	Cost per Unit	Multiply times estimated number of tests	
Total Treatment Cost for 20 Participants for One Year			

4. Liability Insurance

Submit evidence of the organization’s 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. Prior to the expiration date of said policy, the Contractor shall provide proof of renewal.

V. EVALUATION

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.

Criteria

The following criteria and potential points awarded are clarified as follows.

- | | |
|---------------------------------------|-----------|
| 1) Eligibility and Program Components | 45 points |
| 2) Financial Requirements | 15 points |
| 3) Experience and References | 30 points |

4) Presentation	<u>10 points</u>
TOTAL POINTS	100

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 RFP Manager may contact the Offeror for clarification of the response.
3. The Evaluation Committee may use other sources of information to perform the evaluation.
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, or 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 JDC, taking into consideration the evaluation factors in Section V, will be recommended for the 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.

ATTACHMENT A

Acknowledgement of Receipt of Request for Proposals Form

REQUEST FOR PROPOSALS
Behavioral Health Treatment Services

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposals, the undersigned agrees that he/she has received a complete copy of the RFP for Behavioral Health Treatment Services in the Fourth JDC, beginning with the title page and table of contents and ending with Attachment D.

This acknowledgment of receipt should be signed and returned to the RFP Manager no later than 3:00 PM on **September 15, 2023**. 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 JDC'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 Proposals.

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

ATTACHMENT B

Contract Terms and Conditions

Contract Terms and Conditions

**STATE OF NEW MEXICO
FOURTH JUDICIAL DISTRICT COURT
FOR THE COUNTIES OF
SAN MIGUEL, MORA and GUADALUPE**

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of ____, 2023 by and between the **FOURTH JUDICIAL DISTRICT COURT** herein after referred to as the **FOURTH JDC**, and _____, hereinafter referred to as the **CONTRACTOR** for the purpose of and not limited to; screening and assessment; individual and psychotherapeutic therapy; group therapy; drug screening; family intervention sessions; court liaison services, transportation services and after care services for **FOURTH JDC** Behavioral Health Court Program.

ADDRESS OF CONTRACTOR:

PHONE NUMBER OF CONTRACTOR:

E-MAIL OF CONTRACTOR:

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The CONTRACTOR shall perform the following work:

All of the following requirements are mandatory for carrying out the services associated with Behavioral Health Treatment for the Treatment Court participants. The **CONTRACTOR** shall work closely with the **FOURTH JDC** Treatment Court Coordinator to carry out the tasks necessary to complete the objectives of this professional service contract. The contractor must agree that face-to-face treatment services will be the main form of interaction between the participants and therapist. The **CONTRACTOR** must agree to provide individualized participant progress reports and service provision updates to the Treatment Court Coordinator and participant in all staff meeting and hearings on a weekly basis and/or as needed. Written

status reports will include participant's presence, participation, progress summaries reflecting progress toward stated treatment goals and any barriers to recovery as noted by the counselor. Problems encountered within a group, counseling session or with staff will be noted on an incident report and submitted to the Program Coordinator as soon as possible, but no later than 24 hours of the incident. The **CONTRACTOR** will utilize the information management system approved by the AOC to provide timely case updates, reports and client details as required for documentation, performance measures and evaluation. Treatment services and participant progress notes shall be documented in (DIMS), information management system as soon as possible, but no later than 48 hours post service delivery. This shall include, but not limited to drug testing, compliance, non-compliance, treatment recommendations and journal notes. Assessments, treatment plans, treatment plan updates, drug testing reports, prescriptions, medical records, and releases of information shall be uploaded into the DIMS data base system within 48 hours but no later than 72 hours of delivery.

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 CAN NOT 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 Program Coordinator or designee.

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 Program Coordinator or designee.

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. **CONTRACTOR** shall agree to audits of service records and provider credentialing documentation.

The focus of the Substance Abuse Treatment services Contract is to provide mental health, substance abuse treatment and drug testing services to the participants of the **FOURTH JDC** Behavioral Health Court Program and services shall include but are not limited to:

1. The **CONTRACTOR** shall assist all uninsured program participants in obtaining insurance coverage through Medicaid, Medicare, or other reasonably available private and public insurers. All rates shall be based on current Medicaid Rates. The **CONTRACTOR** shall bill Medicaid first and then the **FOURTH JDC** for all services provided by the **CONTRACTOR**.
2. Screening and Assessment shall be conducted by a licensed/certified practitioner 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. Assessment(s) shall include evidence-based and validated instruments including structured diagnostic interviews, psychosocial assessment instruments, psychological tests, laboratory or other types of testing, and by ancillary information (e.g., from family members and program coordinator). To expedite participant program entry, clinical assessments shall be conducted by the treatment provider as quickly as possible, as and no later than the next scheduled staffing from the date of referral. **CONTRACTOR** shall be paid **\$ XX per client** for performing this screening and assessment.
3. An individual treatment plan will be provided within seven (7) days and no later than ten (10) days of acceptance into the Behavioral Health Court Program for each participant by a licensed/certified practitioner for each program participant. The presiding drug court judge shall review and approve the plan. **The fee for developing the Individual Treatment Plan is included with the \$XX paid to CONTRACTOR for performing the initial screening and assessment of the participant.**
 - a. Treatment Plan Updates will be conducted every 90 days or as medically necessary; **CONTRACTOR** shall be paid **\$XX per client**.

- b. Treatment plans and updated treatment plans shall be uploaded into the DIMS data base system as soon as possible, but no later than 24 hours following completion, if completed on Monday – Thursday and 72 hours if completed on Friday – Sunday or holiday.
4. Individual Therapy and Psychiatric Services will be provided for each participant as determined by the individual treatment plan, and/or requested by the participant, and/or the Treatment Court Program. This shall be done by a licensed/certified practitioner. **CONTRACTOR** shall be paid for this service at the rate of **\$ XX per client/per session for a 45 minute session and \$ XX per client/per session for a 60 minute session.**
5. Intensive Outpatient Treatment Program (IOP) as required pursuant to the client's clinical needs as stated in the treatment plan. Services will be provided on a weekly basis according to the assessed needs of the client. 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. IOP will be provided for each participant who were assessed as requiring nine (9) hours of structured programming per week in order to establish stable recovery. This will be provided by a licensed/certified practitioner. **CONTRACTOR** shall be paid for this service at the rate of **\$XX per client/per week** for a total of 9 hours per week for each participant; **\$XX per client/per session.**
6. Group Therapy: To the extent possible, the Contractor agrees to provide gender specific groups on a weekly basis as appropriate to Treatment Court participants. Group therapy (which includes; Moral Reconciliation Therapy (MRT) and Process Group) will be provided for each participant by a licensed/certified practitioner. The group sessions must utilize an evidence-based, cognitive behavioral therapy and the **CONTRACTOR** will provide proof of the evidence-based approach to the **FOURTH JDC** for approval; **\$XX per client/per session**
7. Family Intervention Services will be provided by a licensed/certified practitioner as needed. **CONTRACTOR** shall be paid for this service at the rate of **\$XX per client/per session for 45 minute session and \$XX per client/per session for a 60 minute session.**
8. Liaison Service: The **CONTRACTOR'S** representative shall be knowledgeable about each participant's treatment progress and will be available for staffing meetings, care coordination meetings and

court hearings. **CONTRACTOR** shall be paid for this service at the rate of **\$XX per session**

9. Comprehensive Community Support Services will be provided to participants as required to the client's clinical and social needs as stated in the treatment plan. The **CONTRACTOR** will refer participants to local support services such as inpatient treatment, housing, transportation, child care services, employment training, and continuing care as needed. **CONTRACTOR** shall be paid for this service at the rate of **\$XX.00 per client/per session**
10. Drug Screening: The **CONTRACTOR** shall provide on-site rapid drug screening with results available within five (5) minutes. All presumptive positive drug screen results will be reported to the Program Coordinator as soon as possible, but not later than within 24 hours. Contractor shall provide for confirmation testing should sample need further testing.
 - a. **CONTRACTOR** is responsible for the cost of all drug testing supplies and record keeping.
 - b. A minimum of fourteen (14) panel drug screening to include: Alcohol, Barbiturates, Buprenorphine; Cocaine; Benzodiazepines; Cocaine; Ecstasy; Methamphetamine; Marijuana/THC; Methadone; Morphine; Opiates; Oxycodone, and Fentanyl, and shall provide on-site, rapid drug screening with results available within five (5) minutes; all drug screening results shall be reported and forwarded promptly to the Program Coordinator. **CONTRACTOR** shall be paid for this service at the rate of **\$ per client/per session**. **CONTRACTOR** shall be paid **\$XX per client/per unit** for Fentanyl strip.
 - c. Male and female collectors/observers shall be trained in accordance with the requirements of the Treatment Court Program protocols;
 - d. **CONTRACTOR** agrees:
 - o Male and female collectors/observes shall ask these three (3) questions (to give the participant an opportunity to admit to use):
 1. Have you used since the last time you were tested?
 2. Is there anything I should know about this sample?
 3. Will your test come back clean?
 - o That a negative drug screen will not be sent to the laboratory for confirmation.
 - o That a positive drug screen will not be sent to the laboratory if the participant admits use.

- o That a positive drug screen will be sent to the laboratory for confirmation if the participant denies use of a substance.
 - o That each participant shall be tested randomly for all drugs including fentanyl and alcohol.
- e. Counselor shall be immediately notified of all positive onsite drug results as soon as possible.
 - f. Collectors/observers shall follow established Treatment Court protocols, which include same-sex observation and shall be available to collect daily, Monday through Sunday, *including holidays* with the hours to be determined by the approval of the treatment team.
 - g. While adhering to the drug test schedule, the days of the week on which any client's drug tests will be performed shall be on a random basis and facilitated by a dedicated call-in phone number operated by the **CONTRACTOR**.
 - h. All drug tests results, including no shows by the participant shall be documented in the DIMS data base within 24 hours of service and 72 hours if the drug tests occurs Friday – Sunday or holiday.
 - i. Trained personnel, male and female observers/collector, shall be acceptable to the BHC team.
 - j. The CONTRACTOR shall test the validity of each sample (using cup) for creatinine, Ph., and Oxidant/PCC.
 - k. Administer, as determined by the drug court program coordinator, a minimum of Arrange for Gas Chromatography/Mass Spectrometry (GC/MS) Confirmation with quantitative results; **CONTRACTOR** shall be paid for this service at the rate of: **\$XX per client/per session**
 - o **CONTRACTOR** shall be paid an additional **\$XX** per shipment for administration and shipping fees
 - l. Random drug screening, which could include, but not limited to: urine, oral swab, and/or other method of testing recommended by the Behavioral Health Court Program will occur at a minimum of two times per week, including weekends and holidays, for each participant unless otherwise directed by the Behavioral Health Court Program and shall be performed by Male and Female collectors/observers based on the gender of the participant.
 - m. The **CONTRACTOR** agrees not to cancel any programming, activities, sessions, or meetings with participants without sufficient notification to each participant. Any such cancellations must be submitted to the Program Coordinator as soon as possible and prior to the notification of participants.

11. The **CONTRACTOR** shall provide transportation for Behavioral Health Court participants on as needed basis to include the following:
- a. From the participant's home to the Contractor's place of business for drug testing and/ or treatment services;
 - b. From the Contractor's place of business to the participant's home;
 - c. From the Contractor's place of business to the 4th JDC in Las Vegas, NM for Treatment Court and/or scheduled appointments with Program Coordinator. The Contractor agrees to transport participants to their homes following Treatment Court and/or scheduled appointments if requested/needed by the participant.

CONTRACTOR shall be paid for this service at the rate of: **\$XX per client/per session**

12. The **CONTRACTOR** agrees to provide all necessary services, including but not limited to interpreters to those individuals who are serviced by **CONTRACTOR** in accordance with AOC and Court guidelines. Language Access Services shall be The **CONTRACTOR'S** responsibility and be in compliance with all applicable federal state, and local laws, regulations, executive orders, and ordinances, including Title VI of the Civil Rights Act of 1965 and the Americans with Disabilities Act. The **CONTRACTOR** will provide services to Limited English Proficiency (LEP) individuals that meet the needs of LEP and deaf and hard of hearing clients through the use of bilingual employees, translation and interpretation and other auxiliary aids and services.

The **CONTRACTOR** will also provide services that reasonably meet the needs of clients with other disabilities. The **CONTRACTOR'S** facilities must be accessible to person with disabilities or be provided at a location that complies with the Americans' with Disabilities Act.

13. The **CONTRACTOR** agrees to maintain all applicable licenses and abide by all County, City, State and Federal laws.
14. The **CONTRACTOR** will attend **FOURTH JDC** authorized training, with written prior authorization, 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.

B. Services will be performed at:

2. Compensation.

- A. The **CONTRACTOR** shall seek payment for services performed from the participants' insurance providers, if any, whether private or public, prior to billing the **COURT**. The **CONTRACTOR** shall treat the **COURT** as the payor of last resort and shall retain documentation indicating the private or public insurer's payments denial. The **COURT** retains the right to periodically inspect this documentation.

- B. The **FOURTH JDC** shall pay the **CONTRACTOR** for services satisfactorily performed. The **FOURTH JDC** will make monthly payments for professional services, upon receipt of a monthly invoice. Such compensation under this AGREEMENT shall not exceed **\$X.XX** inclusive of gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by **CONTRACTOR** under this Agreement shall equal the amount stated herein. The parties do not intend for the **CONTRACTOR** to continue to provide services without compensation when the total compensation amount is reached. **CONTRACTOR** is responsible for notifying the **FOURTH JDC** when the services provided under this Agreement reach the total compensation amount. In no event will the **CONTRACTOR** be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

CONTRACTOR must submit a detailed statement accounting for all services performed and expenses incurred by the 10th of every month. If the **FOURTH JDC** finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the **CONTRACTOR** that payment is requested, it shall provide the **CONTRACTOR** a letter of exception explaining the defect or objection to the services, and outlining steps the **CONTRACTOR** may take to provide remedial action. Upon certification by the **FOURTH JDC** that the services have been received and accepted, payment shall be tendered to the **CONTRACTOR** within thirty days after the date of acceptance. If payment is made by mail, the payment shall

be deemed tendered on the date it is postmarked. However, the **FOURTH JDC** shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. For all invoices received after the 10th day will be subject to a 2% decrease in the total amount due.

2. Term.

THIS AGREEMENT commences on or about October 16, 2023 and ends on June 30, 2024, unless terminated pursuant to paragraph 4 (Termination) or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years except as set forth in Section 13-1-150 NMSA 1978.

3. 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. Except as otherwise allowed or provided under this Agreement, the **FOURTH JDC's** sole liability upon such termination shall be to pay for acceptable work performed prior to the **CONTRACTOR'S** receipt of the notice of termination, if the **FOURTH JDC** is the terminating party, or the **CONTRACTOR'S** sending of the notice of termination, if the **CONTRACTOR** is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under, or breaches of, this Agreement. The **CONTRACTOR** shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the **CONTRACTOR**, if the **CONTRACTOR** becomes unable to perform the services contracted for as determined by the **FOURTH JDC** or if, during the term of this Agreement, the **CONTRACTOR** or any of its officers, employees, or agents is indicted for fraud, embezzlement, or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE **CONTRACTOR'S** DEFAULT/BREACH OF THIS AGREEMENT.

Immediately upon receipt by either the **FOURTH JDC** or the **CONTRACTOR** of notice of termination of this Agreement, the **CONTRACTOR** shall: 1) not incur any further obligations for salaries, services, or any other expenditure of funds under this Agreement without written approval of the **FOURTH JDC**; 2) comply with all directives issued by the **FOURTH JDC** in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the **FOURTH JDC** shall direct for the protection,

preservation, retention, or transfer of all property titled to the **FOURTH JDC** and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the **CONTRACTOR** with contract funds shall become property of the **FOURTH JDC** upon termination and shall be submitted to the **FOURTH JDC** as soon as practicable.

4. Appropriations.

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

5. Status of Contractor.

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

6. 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 **FOURTH JDC**.

7. Subcontracting.

The **CONTRACTOR** shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the **FOURTH JDC**.

8. Release.

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

9. Confidentiality.

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

10. Code of Conduct

- a. At all times in the execution of all official duties, Treatment Court Team Members (TCTMs) shall act in a professional, respectful, and courteous manner. This duty extends to interactions with program participants and others with whom the TCTMs come into contact on official duty, such as participants' family, criminal justice and behavioral health partners, and other TCTMs.
- b. Unlawful discrimination, retaliation, and harassment toward a participant or other person are unacceptable; 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. Violations of these protections are grounds for disciplinary action, termination of employment/contract, and/or reporting to local law enforcement or other appropriate entities.
- c. A TCTM, 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 Court.
- d. TCTMs are prohibited from having any undue familiarity or relationship with any current or recently-discharged treatment court participant or their immediate family members, to include domestic partners or others who reside in the participant's home, agents or close friends. This prohibition includes and extends to any relationship that is outside of the professional staffing relationship, and includes any personal business or financial transactions. In communities where business relationships cannot be avoided during the term of program involvement, policy should include guidance on appropriate disclosures of the relationship, professional

boundaries, and the process by which decisions will be made if concern over a conflict of interest evolves.

- e. TCTMs are generally prohibited from giving or accepting gifts or gratuities from a current or former treatment court participant or their immediate family members, to include domestic partners or others who reside in the participants home, agents or close friends. Court policy and procedures should address how to handle potential exceptions to the general prohibition.
 - f. Court policy should address business and personal relationships with former supervisees or their immediate family members, to include domestic partners or others who reside in the probationer's home, agents or close friends. Policy should also define "former," e.g., clarification between being out of the treatment court program versus being off probation altogether, and the amount of time post-program before a personal relationship is allowed, etc.
 - g. It is strongly recommended that the court require all TCTMs to cooperate fully with any inquiry or investigation in the event of an allegation of unlawful discrimination, retaliation drug or alcohol use, and/or harassment, or any perceived violation of the code of conduct, professional decorum, policy, and/or procedure. The court should also require contracted TCTMs to submit to drug or alcohol testing, upon reasonable suspicion of on-duty drug or alcohol use if the court has a reasonable suspicion drug or alcohol testing policy in place for its employees.
 - h. Treatment court participant handbooks should include a summary of the conduct expected of the TCTMs followed by this reporting statement: "If you are aware of any of these violations, please report it to a treatment court team member as soon as possible, or to the Statewide Treatment Court Program Manager by phone at 505-827-4800."
11. **Product of Service – Copyright.**
All materials developed or acquired by the **CONTRACTOR** under this Agreement shall become the property of the State of New Mexico and shall be delivered to the **FOURTH JDC** no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the **CONTRACTOR** under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the **CONTRACTOR**.
12. **Conflict of Interest; Governmental Conduct Act.**

The **CONTRACTOR** warrants that it presently has no interest and that it 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.

13. Amendment.

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

If the **FOURTH JDC** proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the **CONTRACTOR** shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

14. Merger.

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for Violation of Law.

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

16. Equal Opportunity Compliance.

The **CONTRACTOR** agrees to abide by all federal and New Mexico state laws and rules and regulations pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the **CONTRACTOR** assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If **CONTRACTOR** is found not to be in compliance with these

requirements during the life of this Agreement, **CONTRACTOR** agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

The **CONTRACTOR** shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the **FOURTH JDC**, the Department of Finance and Administration, and the State Auditor. The **FOURTH JDC** shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the **FOURTH JDC** to recover excessive or illegal payments.

20. Indemnification.

The **CONTRACTOR** shall defend, indemnify and hold harmless the **FOURTH JDC** and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees, and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement caused by the negligent act or failure to act of the **CONTRACTOR**, its officers, employees, servants, subcontractors, or agents, or if caused by the actions of any client of the **CONTRACTOR** resulting in injury or damage to persons or property during the time when the **CONTRACTOR** or any officer, agent, employee, servant, or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit, or proceeding related to the services performed by the **CONTRACTOR** or any officer, agent, employee, servant, or subcontractor under this Agreement is brought against the

CONTRACTOR, the **CONTRACTOR** shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the AOC and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. 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.

22. 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.

23. 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 **FOURTH JDC:**

JEFF ROMERO, CPO/CFA,
496 West National Avenue
Las Vegas, NM 87701
Phone (505) 425-7281
Fax (505) 454-8611
E-mail: lved-apinvoice-grp@nmcourts.gov

To the **CONTRACTOR:**

24. Debarment, Suspension, Ineligibility, and Voluntary Exclusion

CONTRACTOR certifies that neither he/she/it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

25. Authority.

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

Signed by the parties on the dates indicated:

Fourth Judicial District Court

BY: _____
Flora Gallegos, Chief District Judge

DATE: _____, 2023

BY: _____
Vidal Martinez, CEO

DATE: _____, 2023

Treatment Provider

BY: _____
Name of Provider

DATE: _____, 2023

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

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

NM TAX ID: _____ Tax Identification Number (TIN): _____

BY:

Tax & Revenue Department

Date Signed

APPROVED:

Judicial Budget Officer
Celina Jones
AOC General Counsel

Date Signed