

STATE OF NEW MEXICO

FOURTH JUDICIAL DISTRICT COURT –
Serving Guadalupe, Mora and San Miguel Counties



REQUEST FOR PROPOSALS

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

ISSUE DATE
November 21, 2023

Contents

A. INTRODUCTION.....	3
B. PROCUREMENT HIGHLIGHTS.....	3
C. ADMINISTRATIVE OFFICE OF THE COURTS (AOC) GENERAL COUNSEL.....	4
D. CONDITIONS GOVERNING THE PROCUREMENT	4
E. TREATMENT SERVICES SPECIFICATIONS.....	12
F. ORGANIZATIONAL REQUIREMENTS	16
G. PARTIAL ENUMERATION OF CONTRACT TERMS.....	18
H. RESPONSE FORMAT AND INSTRUCTIONS	20
I. LETTER OF TRANSMITTAL SHALL:	22
J. TERMINOLOGY.....	23
ATTACHMENT A: Acknowledgement of Receipt Form	25
ATTACHEMENT B - Contract Terms and Conditions	27
ATTACHMENT C - Campaign Contribution Disclosure Form.....	42
ATTACHMENT D- Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.....	45

A. INTRODUCTION

The Fourth Judicial District Court is requesting proposals for the professional services of a Treatment Provider for Behavioral Health Treatment Court (BHTC) in San Miguel County 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 been placed on probation in lieu of incarceration for their crimes. Treatment shall include, but is not limited to, individual counseling, group counseling, life skills groups, and drug screening. In addition, the treatment provider will be expected to attend Behavioral Health Treatment Court which is convened weekly, other court appearances as required and to attend all team meetings. (See part D for complete specifications).

Offerors may, and are encouraged to, propose additional service components not outlined in the specifications.

Treatment is crucial to the success of the Treatment Court Program which:

- Provides support and assistance to program participants in developing self- confidence and in learning to legally acquire resources on their own
- Diverts adult participants away from further involvement in the criminal justice system
- Promotes self-sufficient and productive community living
- Provides services for participants to address their mental illness and, possibly, substance abuse, and to aid in their recovery
- Provides monitoring and supervision of participants
- Reduces the cost of supervising participants
- Enhances public safety by assisting participants in adopting a productive and law abiding lifestyle

B. PROCUREMENT HIGHLIGHTS

Procurement Manager: Jeff Romero, CPO/CFA
496 West National Ave
Las Vegas, NM 87701
Phone: (505) 425-7281 Ext. 2290
Fax: (505) 454-8611
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 inquires 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.

Proposal Due Date: Proposals must be received by email address above or at the Fourth Judicial District Court, 496 West National Ave, Las Vegas, NM 87701 by **3:00 p.m.** local time, on **December 12, 2023**. Proposals received after the date and time indicated will not be considered.

Proposal Opening: Proposals will be opened at the Fourth Judicial District Court, 496 West National Ave. Las Vegas, NM at **9:00 a.m., on December 12, 2023**.

Term of Contract: The contract, when awarded, shall be effective from **date of contract** through **June 30, 2024** unless terminated earlier by either party after delivering written notice to the other party at least thirty (30) days prior to the intended date of termination. Pursuant to NMSA 1978 §13-1-150, the contract may be renewed annually for up to three additional years upon the successful negotiation of the parties.

**C. ADMINISTRATIVE OFFICE OF THE COURTS (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

D. CONDITIONS GOVERNING THE PROCUREMENT

I. SEQUENCE OF EVENTS

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

Action	Responsibility	Date
1. Issue RFP	Fourth JDC	November 21, 2023
2. Deadline to Submit Acknowledgement of Receipt of Request of Proposals Form	Potential Offerors	November 28, 2023

3. Deadline to Submit Questions	Potential Offerors	November 28, 2023
4. Response to Written Questions	Fourth JDC	December 5, 2023
5. Submission of Proposal	Potential Offerors	December 12, 2023
6. Campaign Contribution Disclosure	Potential Offerors	December 12, 2023
7. Proposals Evaluation	Evaluation Committee	December 19-20, 2023
8. Selection of Finalists	Evaluation Committee	December 20, 2023
9. Finalize Contract	Fourth JDC/Offeror	December 20, 2023
10. Award Contract	Fourth JDC/Offeror	Upon Signatures of AOC
11. Protest Deadline	Offeror	+15 days

II. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section D, Paragraph 1.

1. Issue of RFP

This RFP is being issued by the FOURTH JDC on **November 21, 2023**. Additional copies of the RFP can be obtained from the RFP Manager or from the State Court website (www.nmcourts.gov) or 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 **November 28, 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 **November 28, 2023**. All written questions must be addressed to the RFP Manager. Section B, page 3.

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments shall be distributed on **December 5, 2023**, to all potential Offerors whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form shall accompany the distribution package (Attachment A). 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 **December 12, 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 B, page 3. 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. Proposals will be accepted if submitted by e-mail.

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 **December 12, 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 **December 19 - December 20, 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 the Finalist and the RFP Manager will notify the finalists on **December 20, 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 **December 20, 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, page 3. Protests received after the deadline will not be accepted.

1. Law Governing Procurement

This procurement will be conducted in accordance with the New Mexico State Procurement Code, NMSA 1978 13-1-28 through 13-1-199.

2. Notice

The Procurement Code, NMSA 1978 Sections 13-1-28 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 kick-backs.

3. Acceptance of Conditions Governing the Procurement

The Court requires that all offerors agree to be bound by the Conditions Governing the Procurement contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager. Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal (see part G, page 22).

4. Cost of Proposal Submission

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

the offeror.

5. Overly Restrictive Specifications

It is the intent of the Court to make this RFP in such a manner as to be open to all qualified offerors. Any specification that tends to limit or eliminate a qualified treatment provider must be brought to the attention of the Procurement Manager not less than ten (10) days before the response due date. Failure to bring such a matter to the attention of the Procurement Manager prior to the due date shall bar the treatment provider from asserting a later claim in this regard.

6. Clarification Requested by Offeror

Offerors must carefully examine the RFP to understand the parameters of the professional services being solicited. If an offeror questions any of the specifications, the offeror must contact the procurement manager for clarification before submitting the proposal. No additional payments will be paid to the selected treatment provider for services that were not properly brought to the Court's attention during the procurement process.

7. Offeror-proposed Terms

Objection to any of the terms and/or conditions set forth in this RFP must be noted in the Letter of Transmittal (Section G, page 22) indicating the offeror's proposed specific alternative language. Additional terms and/or conditions which the offeror requests be made a part of the contract must also be noted in the Letter of Transmittal. The Court has no obligation to accept alternative or additional terms proposed by the offeror.

8. Non-responsive Proposals

Any proposal that does not provide all materials as requested in this RFP may be deemed non-responsive and the Court may reject the proposal on that basis.

9. 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 Court personnel will not merge, collate, or assemble proposal materials. Any additional terms and conditions which may be the subject of negotiation between the Court and the successful offeror shall not be deemed an opportunity to amend the offeror's proposal.

10. Offeror's Right to Withdraw Proposal
Offerors are allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. However, the offeror may not then re-submit the proposal.
11. Proposal Offer Firm
Responses to this RFP, including proposal costs, will be considered firm until **December 20, 2023.**
12. Offeror Qualifications
The Court may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Court may reject the proposal of any offeror who is not a responsible offeror or who fails to submit a responsive offer as defined in NMSA 1978 Sections 13-1-83 and 13-1-85.
13. Cancellation of RFP
The Court reserves the right to cancel this RFP at any time.
14. Right to Waive Minor Irregularities
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 at the sole discretion of the Court.
15. Change in Contractor Representatives
The FOURTH JDC reserves the right to require a change in Contractor representatives if the assigned representative are not, in the opinion of the FOURTH JDC, representing the Contractor adequately.
16. No Obligation
This RFP in no manner obligates the Court or any of the Court's programs to the use of any proposed professional services until a valid written contract is awarded.
17. 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.

18. Acceptance/Rejection of Proposal

The Court reserves the right to reject any or all proposals as well as the right to accept all or a portion of an offeror's proposal if the Court determines such action to be in the best interest of the State of New Mexico. Should all proposals be rejected, the Court reserves the right to initiate the procurement anew.

19. Proposal Evaluation

The Court will give each qualifying proposal a full and fair evaluation according to the following criteria giving weight to each as indicated by the possible points. The Court's contract award decision, when made, will be final.

Quality of Services	30 points
Budget	30 points
Personnel Qualifications	15 points
Drug Testing	15 point
Facilities	<u>10 points</u>
Total	100 points

20. Contract Award

The Court reserves the right to negotiate with the successful offeror provisions in addition to those contained in this RFP. Award of the contract is subject to the successful negotiation of contractual terms and conditions.

21. Protest Deadline

Any offeror who is aggrieved in connection with the award of a contract may protest to the Court in conformance with NMSA 1978 Section 13-1-172. The protest shall be submitted in writing to the procurement manager within fifteen (15) days after the contract is awarded. Protests must include the name and address of the protester and contain a statement of grounds for protest including appropriate supporting exhibits. The protest must specify the ruling requested from the Court. Protests received after the deadline will not be accepted.

22. Notice - 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 Court's decision as to whether sufficient appropriations and authorizations are available will be

accepted by the contractor as final.

23. Ownership of Proposals

All documents submitted in response to this RFP shall become the property of the Court and the State of New Mexico.

24. Right to Publish

Throughout the duration of this procurement process offerors must secure from the Court written approval prior to the release of any information that pertains to the potential work or activities which are solicited in this procurement. Failure to adhere to this requirement may result in disqualification of the offeror's proposal.

25. 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.

26. Suspension and Debarment Requirement

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

27. Disclosure of Proposal Contents

All proposals will be kept confidential until a contract is awarded. Following award of a contract, all proposals and documents pertaining to the proposals will be open to the public, except for the material which is designated by the offeror as proprietary or confidential. The Court Administrator will not disclose or make public any pages of a proposal on 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. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data which an offeror has designated as proprietary or confidential, the Court shall examine the offeror's proposal and make a written determination that specifies which portions of the proposal should

be disclosed in accordance with applicable New Mexico law. Unless the offeror takes action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

E. TREATMENT SERVICES SPECIFICATIONS

All of the following requirements are mandatory for carrying out the services associated with the Behavioral Health Treatment Court Program (BHCP). The Contractor shall work closely with the Fourth JDC Behavioral Health Court Program Coordinator and/or designee 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/facilitator. The Contractor must agree to provide individualized progress reports on individual participants, recommendations, and service provision updates to team members during weekly staff meetings. Written status reports will include participant progress summaries reflecting progress toward stated treatment goals and strategies for overcoming barriers to recovery as noted by the counselor. The Contractor will submit an incident report to the Program Coordinator for any reportable incidents encountered within a group or individual counseling session. The primary treatment-providing staff member, should be fully informed of client needs and progress, shall participate in team meetings and BHC 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 treatment provider shall perform the following services:

1. Assist all uninsured program participants in obtaining insurance coverage through Medicaid, Medicare, or other reasonably available private and public

insurers.

1. This can be done by assisting participants:
 - a) To go through the eligibility and qualifications process at the local office for Medicaid and/or Be Well New Mexico
 - b) To gather the necessary documents that are required to file the application(s), which may include, birth certificate, social security card, proof of identity, residency and proof income.

Medicaid and private insurance will be billed before any billing is submitted to the Court for payment. The treatment provider shall treat the Court as the payer of last resort for all treatment services, including drug testing and shall retain documentation indicating the private or public insurer's payment denial. The Court retains the right to inspect this documentation.

2. Screening and assessment. At the request of the Program Coordinator and/or BHCP, the treatment provider shall complete an assessment to determine the proposed participant's diagnosis and level of care needed. This assessment will be conducted within five (5) days of the referral from the Treatment Court Program. A copy of this assessment will be provided to the Program Coordinator within three (3) business days of completion.
3. For participants accepted into the Behavioral Health Treatment Court Program, the treatment provider shall perform the following services:
 - a) A Treatment Plan will be completed within thirty (30) days of the participant's admission into the Program and a copy will be provided to the Program Coordinator within three (3) days of completion. The Treatment Plan will be updated every ninety (90) days.
 - b) Intensive Treatment Services. The Contractor shall provide individualized, evidenced-based patient-centered trauma-informed treatment, mental health services and substance abuse treatment (for those with co-occurring disorders); and aftercare program services, to motivate and to assist Behavioral Health Court participants in maintaining treatment compliance for diagnosed mental health disorders; as well as in their personal recovery from substance abuse as required by their individualized treatment or aftercare plan. The treatment provider will provide Intensive Outpatient Treatment to participants. All Treatment Services will be in place and provided to the participants within 3 business days of acceptance into the program.

Services should include and not limited to:

- i. Individual Therapy
- ii. Psychiatric Evaluation
- iii. Psychological Testing
- iv. Medication Management
- v. Substance Abuse Group Therapy

- vi. Moral Reconciliation Therapy
- vii. Mental Health Therapy
- viii. Comprehensive Community Support Services
- ix. Anger Management Counseling
- x. Family Therapy
- xi. Women's Groups
- xii. Men's Groups
- xiii. Life Skills

c) Aftercare. The Treatment provider will continue to provide services to the participants following the participant's graduation from the Treatment Court Program.

4. Drug Screens. 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; the treatment provider will conduct drug testing by urine screens; the treatment provider is responsible for the cost of all drug testing supplies. A minimum of fourteen (14) panel screen will be utilized on all samples. 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.

a) Participants will be tested according to the following schedule:

- i. Phase I: Three (3) screens per week
- ii. Phase II: Two to three (2-3) screens per week
- iii. Phase III: Two (2) screens per week
- iv. Phase IV: Two (2) screens per week
- v. Phase V: One (1) screen per week

b) While adhering to the drug testing schedule, the days of the week on which any participant's drug tests will be performed shall be on a random basis and facilitated by a dedicated call-in phone number operated by the treatment provider.

c) Contractor should be available to collect daily, Monday through Sunday, including weekends and holidays, hours to be determined by treatment team.

d) Drug tests will be observed by a urinalysis technician who is the same gender as the participant.

e) The treatment provider shall test the validity of each sample (using cup) for creatinine, Ph, and Oxidant/PCC).

- f) Drug test results will be documented by the treatment provider in the DIMS System. Drug test results will be documented within 24 hours of the drug test being conducted.
 - g) If the urine screen is positive for any substance:
 - i. The urinalysis collector will contact the Program Coordinator and inform them of the presumptive positive sample.
 - ii. If the participant denies use of the substance found in the participant's urine sample, the urinalysis collector will send the sample to the laboratory to test only for that substance which appeared as a positive result on the screen.
 - iii. If the participant admits to use of the substance(s) found in the participant's urine sample, the participant will sign a document indicating his/her admission to use of the substance and the urinalysis collector can dispose of the urine sample at that time.
 - iv. If the urinalysis collector suspects, or has proof, that a participant has tampered with or falsified in any way the urine sample produced by the participant, the collector will notify the Program Coordinator immediately.
5. The Treatment provider will provide Administrative Services as follows:
- a) Liaison services – The Treatment Provider representative, shall be knowledgeable about each participant's treatment progress, will be available for Treatment Court multidisciplinary team meetings and staffing sessions, court hearings, and care coordination meetings and training.
 - b) The Contractor agrees to reschedule any cancelled session and to notify Program Coordinator of such cancellations as soon as possible.
 - c) Treatment Reports – The Treatment Provider agrees to provide the Program Coordinator or designee with written reports documenting participant attendance, participation, and progress in the program. In addition, the Treatment Provider agrees to provide daily written reports to the Program regarding participant program infractions, including but not limited to: missed group therapy sessions, missed individual sessions, missed individual therapy sessions, missed urinalysis testing, and positive urinalysis testing. Daily reports shall be provided to the Program Coordinator or designee within 24 hours if a program infractions occurred Monday through Friday and 72 hours if an infraction occurred Friday through Sunday or on a holiday. Notice may be provided via email, fax or hard copy.

1. The Treatment Provider 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.
- d) Case Management Services – The Treatment provider 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.
- e) Quality Assurance & Supervision – Services will be provided for each participant by an appropriately licensed/certified practitioner.
 1. 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.
 2. Services shall be provided according to recognized best practice and SAMHSA/ASAM guidelines.
 3. Treatment provider records must contain documentation of training of staff according to the agency's treatment model.
 4. The Treatment provider agrees to allow the Problem-Solving Courts Division Director to observe sessions, as needed.
- f) Contingency Management – The Treatment provider shall work with the Director 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 Director and Treatment court team.

F. ORGANIZATIONAL REQUIREMENTS

1. Accounting

The treatment provider shall have an adequate accounting system in place through which the Court will be billed for services rendered under the contract. The treatment provider must verify that its accounting system conforms to Generally Accepted Accounting Principles (GAAP). The treatment provider will be required to maintain all records that substantiate costs for the services billed under the contract. Records shall be made available for inspection by the Problem-Solving Courts' Division Director or designee.

2. Qualifications of Professional Services Provider(s)

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 Director. 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 the treatment.

3. Staff Qualifications

The treatment provider shall establish minimum employment qualifications for all staff, including volunteers, who provide services to the Treatment Court Program. The treatment provider shall maintain written, updated job descriptions accurately describing the duties of all staff, including volunteer staff, who provide services to the Treatment Court Program and shall provide a copy of the same to the Treatment Court Program for its contract file.

4. Standards of Employee Conduct

The treatment provider shall adopt policies and procedures to ensure that relations between staff and participants are maintained on a solely professional

basis. At a minimum, the following standards shall be met:

- 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 are not to 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. A staff member who is aware of, or who is the subject of discrimination, retaliation, or harassment has an obligation to immediately report it to the Court.
- C. Treatment provider 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 participant's home, agents or close friends.
- D. Staff members are 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.
- E. In the event of an allegation of discrimination, retaliation, and/or harassment, the Treatment Provider agrees to cooperate fully with any inquiry or investigation conducted by the Court.

5. 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 non-applicability.

G. PARTIAL ENUMERATION OF CONTRACT TERMS

Additional Contract Terms Will Be Negotiated With the Successful Offeror

1. Contract Documents

The contract documents shall consist of the request for proposal, the selected proposal, notice of award and any other written agreements entered into by the Court and the Contractor.

2. Governing Law

The contract and contract disputes, if any, shall be governed by the laws of the

State of New Mexico.

3. 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.

4. Performance In Accordance With Law

In the performance of the contract, the contractor shall comply with all laws, ordinances, rules and regulations that bear on the professional services provided.

5. Confidentiality

The Contractor shall ensure confidentiality of participant records and shall adhere to applicable state and federal rules of confidentiality. The Contractor will be expected to sign an acknowledgment and understanding of Treatment Court team rules of confidentiality.

6. Price Increases Not Allowed

The Contractor agrees that services must be furnished at the final negotiated terms. No increase in price will be permitted during the term of the contract.

7. Prime Contractor Responsible - Subcontracting Allowed

The Court does not desire to have the Provider rely on subcontractor(s) to meet the services needs of this RFP. The Contractor is solely responsible for fulfillment of the contract with the Court. The Court will make contract payments only to the prime contractor. The treatment provider may, however, provide services through subcontracting or through the utilization of services currently funded by other public funds with the understanding that:

If the Provider is considering the use of subcontractor(s) for any part of the work described in this RFP, the Provider shall clearly identify the proposed subcontractor(s) and their role in providing services. The subcontractor should understand that Medicaid should be billed for all services provided for referrals from the Treatment Provider. The Proposal must include a letter of support from the proposed subcontractor(s), signed by a person authorized to legally bind the subcontractor, including the following:

- a) Subcontractor's legal status, federal tax ID number and principal place of business address;
- b) Name and phone number of a person authorized to legally bind the subcontractor(s) to contractual obligations;
- c) A complete description of the work the subcontractor(s) will do;
- d) A commitment to do the work, if the prospective Provider is selected for the contract; and,
- e) Willingness to execute a Release which would hold The Fourth Judicial District Court harmless from any liability related to the agreement with

Vendor, including specifically releasing The Fourth Judicial District Court from any responsibility for payment in the event the Provider fails to pay subcontractor(s). This release must be executed prior to any resulting contract, if the prospective Provider is selected for the contract.

8. Reimbursement

Unit cost reimbursement requests are due monthly. The request must reflect actual number of units of service provided, identification of clients served and types of service units provided. The Contractor shall maintain monthly budget reports which reflect actual service units provided per participant. The Provider shall treat the Court as the payor of last resort and shall retain documentation indicating the private or public insurer's payment(s) denial. The Court retains the right to inspect this documentation.

9. Termination of Contract by the Court for Lack of Funding

Compensation by the Court for services is subject to the sufficiency of the appropriations and authorizations that may be made available to the Court. The Court reserves the right to terminate this contract if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Contractor. The Court's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

10. Gross Receipts Tax

Payment from the Court shall not include New Mexico gross receipts tax, if levied, upon the amounts payable under this contract and gross receipts taxes, if applicable, shall be the responsibility of the Contractor.

11. Expenses

The Contractor shall bear all routine expenses such as long distance telephone, postage, copying and other administrative costs.

H. RESPONSE FORMAT AND INSTRUCTIONS

1. The proposal must be presented in type face on standard 8 1/2 x 11 paper in a binder or folder, divided into sections and tabbed as follows. Proposals will be accepted electronically to the Procurement Manager. (Refer to page 2)

Tab 1: Describe how the offeror currently has sufficient personnel, facilities and resources to capably perform the Treatment Services Specifications outlined in Part D of this RFP.

Tab 2: Address how the offeror meets each of the Organizational

Requirements in Part E of this RFP. The curriculum vitae for each professional services provider that the offeror expects to utilize in providing the treatment should appear behind this tab. Job descriptions for staff who will provide services to the Treatment Court Program should appear behind this tab.

Tab 3: Detailed Budget. The offeror is required to provide a per unit cost breakdown of each required treatment component, this breakdown shall also include services that are covered by Medicaid and should be the primary source of payment. The proposal shall provide a detailed budget delineating overall costs and should break down full time employee allocation, overhead, and any other treatment costs. Address each service component and elements individually with special attention given to the means of arriving at the cost for a unit of service.

Please utilize the format below: (**not** covered by Medicaid and/or private insurance)

Service Category	Cost per Unit/Hour	Cost Multiplier (specify multiplier)	Total Cost
Administrative Services			
Drug Screens			
Lab Confirmation for Drug Testing			
Contingency Management			
Life Skills			

Please use the format below for those services that **are** covered by Medicaid and/or private insurance

Service Category	Cost per Unit/Hour	Cost Multiplier (specify multiplier)	Total Cost
Assessment(s)			
Treatment Plan			
Treatment Plan updates			
Comprehensive Community Support Services (Case Management)			
MRT			
Group Therapy			

Individual Therapy			
Psychiatric Services			
Family Intervention Services			
Discharge Summary Report			
Drug Screening			
Lab Confirmation			

2. Table of Contents
3. A signed letter of transmittal (Section G, page 22) shall accompany the proposal.
4. The two-page “Campaign Contribution Disclosure Form” attached as the last two pages of this RFP must be detached, completed, and shall accompany the proposal.(Attachment C)
5. Submit the original proposal with letter of transmittal and completed “Campaign Contribution Disclosure Form” in an opaque, sealed envelope to the attention of the Procurement Manager listed in Section B page 3.
6. Include three (3) copies of the original proposal. Copies need not be in binders or tabbed. If emailed only one submission needs to be submitted.
7. Indicate on the envelope or cover sheet that the submission is in response to the RFP for Behavioral Health Treatment Court Treatment Provider in the Fourth Judicial District Court.
8. Indicate on the envelope or cover letter the name of the offeror.
9. All submissions will be time and date stamped upon receipt.
10. The Court will maintain and make public a log of the dates all proposals have been received and from whom.

I. LETTER OF TRANSMITTAL SHALL:

1. **Describe the Submitting Organization**
Identify the submitting organization/individual, where the organization/individual is based, where the principal place of business is located, and, if a corporation,

where incorporated.

2. Authorized Signatory

Identify, by title and/or position, the person who is authorized by the organization to contractually bind the organization, and that person must sign the proposal.

3. Contact Person or Persons

Identify the names, titles, and telephone numbers of the persons whom the Court may contact for clarification of matters within the proposal, or to request further information.

4. 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.

5. Offeror's Terms and Conditions

Offeror 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.

6. 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 Offeror and will not be deemed an opportunity to amend the Offeror's proposal.

7. Acknowledgment of Amendments to RFP

Acknowledge receipt and acceptance of amendments and/or supplements to this RFP, if any.

8. References for Treatment Provider

The treatment provider shall provide the names and contact information of three entities for whom the treatment provider has provided treatment services. The Court reserves the right to contact references concerning the treatment provider's previous performance.

J. TERMINOLOGY

1. “Contractor” means a successful offeror that enters into a binding contract.
2. “Treatment Court Team” includes the Treatment Court Judge, Problem-Solving Courts’ Division Director, Treatment Court Surveillance Officers, Treatment Court Program Administrative Coordinator, Public Defender, and Office of the District Attorney, the Treatment Court Treatment Provider, Case Manager, and Law Enforcement agencies.
3. “Offeror” is any person, corporation, or business entity that chooses to submit a proposal.
4. “Professional services provider” is the licensed alcohol and drug abuse counselor who actually conducts the counseling/treatment for, or as, the treatment provider.
5. “Supervising Officer” is the Court’s probation officer assigned to supervise the participant’s probation and performance in Treatment Court.
6. “Treatment provider” is the entity that expects to provide the treatment services or an individual person if an individual proposes to provide the treatment services.

ATTACHMENT A: Acknowledgement of Receipt 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 **November 28, 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.

ATTACHEMENT B - Contract Terms and Conditions

Contract Terms and Conditions

Contract ID# _____

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

**PROFESSIONAL SERVICES AGREEMENT
BEHAVIORAL HEALTH TREATMENT PROVIDER**

THIS AGREEMENT is made and entered into this _____ day of _____, 202_ 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 services:

The following requirements are mandatory for carrying out the services associated with Behavioral Health Treatment. The **CONTRACTOR** shall work closely with the **FOURTH JDC** Treatment Court Coordinator and/or designee 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/facilitator. The **CONTRACTOR** must agree to provide individualized participant progress reports, recommendations for each participant 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 and/or designee as soon as possible, but no later than 24 hours of the incident. The **CONTRACTOR** will utilize the information management system approved by the Administrative Office of the Courts (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:

2. The **CONTRACTOR** shall assist all uninsured program participants in obtaining insurance coverage through Medicaid, Medicare, or other reasonably available private and public insurers. This can be done by assisting participants:
 - c) To go through the eligibility and qualifications process at the local office for Medicaid and/or Be Well New Mexico
 - d) To gather the necessary documents that are required to file the application(s), which may include, birth certificate, social security card, proof of identity, residency and proof income.
 - e) Medicaid and private insurance will be billed before any billing is submitted to the Court for payment. The **CONTRACTOR** shall treat the **COURT** as the payer of last resort for all treatment services, including drug testing.
3. 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. A copy of the assessment will be provided to the Program Coordinator and/or designee within three (3) business days of completion.
4. An individual treatment plan will be prepared as soon as possible, but no later than 30 days of admission into the Behavioral Health Court Program by a licensed/certified practitioner for each program participant. Using American Society of Addiction Medicine (ASAM) recommendations, the plan must state the level of care necessary, as well as 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. A copy will be provide to the Behavioral Health Treatment Court program within 7 days of completion. Treatment Plan Updates will be conducted every 90 days or as medically necessary. 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.
5. 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.
6. Outpatient and/or Intensive Outpatient Treatment (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.

7. 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 Reconation 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.
8. Family Intervention Services will be provided by a licensed/certified practitioner as needed.
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. Provider agrees to work closely with the Court Case Manager. Services may include, but are not limited to the following:
 - a. To facilitate active participation in community-based support systems (e.g., peer recovery groups, 12-Step fellowship, etc.)
 - b. To assist clients in identifying and addressing a wide range of psychosocial problems (e.g., housing, employment, adherence to probation requirements).
 - c. To assist client in developing a positive support network through coaching, and mentoring.
 - d. To improve the client's problem-solving skills and coping strategies.
10. The **CONTRACTOR** will provide aftercare services as needed and in accordance with Treatment Court policy.
11. 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 and/or designee as soon as possible, but not later than within 24 hours. Contractor shall provide for confirmation testing should sample need further testing. (e.g., client denied use, test was invalid).
 - 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 and/or designee.
 - c. Male and female collectors/observers shall be trained in accordance with the requirement of the Treatment court Program protocols;
 - d. **CONTRACTOR** agrees:
 - Male and female collectors/observers 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?
 - That a negative drug screen will not be sent to the laboratory for confirmation.

- That a positive drug screen will not be sent to the laboratory if the participant admits use.
 - That a positive drug screen will be sent to the laboratory for confirmation if the participant denies use of a substance.
 - That each participant shall be tested randomly for all drugs including fentanyl and alcohol.
- e. If the screen is positive for any substance and the client denies use:
- The collector/observer will require the client to sign a document reflecting that the sample was produced by and belonged to the client.
 - The collector/observer will seal the sample and instruct the client to call the BHC defense attorney immediately.
 - The collector/observer will send the sample to the laboratory to confirm the substance.
 - If the client admits to the use of the substance found in the client's urine sample, the client will sign a document indicating his/her admission to use of the substance and the collector/observer will have the client dispose of the urine sample at that time.
 - If the collector/observer suspects, or has proof, that a client has tampered with or falsified in any way the urine sample produced by the client, the collector/observer will notify the Program Coordinator and/or designee immediately.
- 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 weekends and holidays* with the hours to be determined by the approval of the treatment court 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. **CONTRACTOR** shall utilize a laboratory that is agreed upon by the Contractor and the Court. The Laboratory will test urine samples provided by the program clients required under this Agreement.
- 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 and/or designee as soon as possible and prior to the notification of participants.

12. The **CONTRACTOR** agrees to provide the following administrative services to be compensated monthly.

- Liaison services – The Contractor's representative, shall be knowledgeable about each participant's treatment progress, and will be available for Treatment court multidisciplinary team meetings, staffing sessions, court hearings and care coordination meetings.
- Written Reports – The **CONTRACTOR** agrees to provide the Program Coordinator and/or designee with written reports documenting client presence, participation and progress in the program. In addition, the **CONTRACTOR** agrees to provide daily written reports to the Coordinator and/or designee regarding participant program infractions, including but not limited to: missed group therapy sessions, missed individual sessions, missed individual therapy sessions, missed urinalysis testing, and positive urinalysis testing. Notice may be provided to the program coordinator via email, fax or hard copy in addition to entry in the DIMS data base.
- Case Updates/ Data Entry – as requested, 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.
- Case Management Services – The Contractor, along with the Court's case manager 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.
- Quality Assurance and Supervision – Services will be provided for each participant by an appropriately licensed/certified practitioner.
 - 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.
 - Services shall be provided according to recognized best practice and SAMHSA guidelines.
 - Contractor records must contain documentation of training of staff according to the agency's treatment model.
 - Contingency Management – The **CONTRACTOR** shall work with the Program Coordinator and/or designee 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. Incentive, awards, and other tangible items to recognize achievement and progress will be managed in conjunction with the Coordinator and the Treatment Court Team.
 - Training – The **CONTRACTOR** shall participate in approved training opportunities related to the Treatment Court model, including sending at least one team member to the NADCP conference and/or the NMADCP conference.

13. **CONTRACTOR** agrees to provide the 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.

14. 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.

15. The **CONTRACTOR** agrees to maintain all applicable licenses and abide by all County, City, State and Federal laws.

B. Services will be performed at:

2. Compensation

A. The **CONTRACTOR** shall first 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 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 January 1, 2024 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.**

If the Provider is considering the use of subcontractor(s) for any part of the work described in this RFP, the Provider shall clearly identify the proposed subcontractor(s) and their role in providing services. The proposal must include a letter of support from the proposed subcontractor(s), signed by a person authorized to legally bind the subcontractor, including the following:

- f) Subcontractor's legal status, federal tax ID number and principal place of business address;
- g) Name and phone number of a person authorized to legally bind the subcontractor(s) to contractual obligations;
- h) A complete description of the work the subcontractor(s) will do;
- i) A commitment to do the work, if the prospective Provider is selected for the contract; and,
- j) Willingness to execute a Release which would hold The Fourth Judicial District Court harmless from any liability related to the agreement with Vendor, including specifically releasing The Fourth Judicial District Court from any responsibility for payment in the event the Provider fails to pay subcontractor(s). This release must be executed prior to any resulting contract, if the prospective Provider is selected for the contract.

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 **COURT**

Fourth Judicial District Court
Attn: Vidal Martinez, CEO/CFO
496 West National Avenue
Las Vegas, NM 87701
Phone (505) 425-7281ext. 2110
Fax (505) 454-8611
E-mail: lvedvxn@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: _____, 202

BY: _____
Vidal Martinez, CEO/CFO

DATE: _____, 202

Treatment Provider

BY: _____
Name of Provider

DATE: _____, 202

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

ATTACHMENT C - Campaign Contribution Disclosure Form

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 1978 Section 13-1-191.1 a potential contractor with the Fourth Judicial District Court must submit this form to the Court. This form must be submitted even if the contract qualifies as a small purchase or a sole source contract.

If the offeror is a business entity. The natural person(s) who will sign a contract, if awarded, on behalf of and representing the business entity must disclose whether he/she/they or any of their family members, as defined below, have made a campaign contribution to the public officials noted herein 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 total of contributions given by the natural persons(s) to the public official(s) exceeds two hundred and fifty dollars (\$250) in the aggregate over the two year period.

If the offeror is a natural person or a natural person "doing business as": The person must disclose whether he or she or any family members, as defined below, have made a campaign contribution to the public officials noted herein 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 total of contributions given by the natural person(s) to the public official(s) exceeds two hundred and fifty dollars (\$250) in the aggregate over the two year period.

Furthermore, the Fourth Judicial District Court may decline to enter into a contract with an offeror if the natural person who will be the signatory to a contract with the business entity or the natural-person-offeror, or a family member of either of these 1) gives a campaign contribution or other thing of value to the public officials noted herein during the pendency of the procurement process or 2) the offeror fails to submit this fully completed disclosure statement with the offeror's proposal.

THIS FORM MUST BE SUBMITTED TO THE FOURTH JUDICIAL DISTRICT COURT WHETHER OR NOT ANY CONTRIBUTIONS HAVE BEEN MADE.

The following definitions apply:

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimate 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.

Names of Applicable Public Officials: Chief Judge Flora Gallegos, Judge Michael Aragon
(Completed by State Agency or local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY OFFEROR:

Contribution(s) Made By: _____
Relation to Offeror: _____
Date(s) Contribution(s) Made _____
Amount(s) of Contribution(s) _____
Nature of Contribution(s) _____
Purpose of Contribution(s) _____

Signature Date

Printed name

Title (Position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official.

Signature Date

Printed name

Title (Position)

ATTACHMENT 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 FOURTH JDC and the successful Offeror pursuant to this RFP is a "covered transaction," as defined by 48 C.F.R. Part 9. The FOURTH JDC's contract with the successful 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 FOURTH JDC in the form provided below. Failure of an Offeror to furnish a certification or provide such additional information as requested by the FOURTH JDC for this RFP will render the Offeror non-responsible. Furthermore, the Offeror shall provide immediate written notice to the FOURTH JDC 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 FOURTH JDC 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 FOURTH JDC 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 FOURTH JDC, FOURTH JDC 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 Offerors 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 any of the items in paragraph (a), below, exists, the Offeror shall provide with its proposal a full written explanation of the specific basis for, and circumstances connected to, the item; the Offeror's failure to provide such explanation will result in rejection of the Offeror's proposal. If the Offeror's certification indicates that any of the items in paragraph (a), below, exist, FOURTH JDC, 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 FOURTH JDC believes that the procurement schedule so permits and an exception is applicable and warranted under the circumstances. In no event will FOURTH JDC award a contract to an Offeror if the requested exception is not granted for the Offeror.

(a)(1) By signing and submitting a proposal in response to this RFP, the Offeror certifies, to the best of its knowledge and belief, that:

- (i) The Offeror and/or any of its Principals-
 - (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency;

- (B) Have ☐ have not ☐, within a three-year period preceding the date of the Offeror's proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this certification; and
- (D) Have ☐ have not ☐, within a three-year period preceding the date of Offeror's proposal, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default.

(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 herein, 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:

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.

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: _____