

NEW MEXICO CORRECTIONS DEPARTMENT

REQUEST FOR PROPOSALS (RFP)

Behavioral Health and Transitional Living Services



**RFP#
50-770-15-04927**

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of the following services:

- Outpatient Substance Abuse Treatment
- Life Skills Outpatient
- Anger Management/Domestic Violence Treatment
- Mental Health Outpatient Treatment
- Transitional Living Center
- Sex Offender Treatment Outpatient
- Sex Offender Treatment Inpatient
- Sex Offender Transitional Housing
- Dual Diagnosis Inpatient Treatment
- Inpatient Substance Abuse Treatment
- Gang Intervention Treatment Outpatient
- Gender Specific Transitional Housing

B. BACKGROUND INFORMATION

We have chosen to establish a multi-vendor list of eligible providers. New Mexico Corrections Department (NMCD), Probations and Parole Division (PPD) believes we can improve services to our offenders on supervision while lowering costs for services provided.

C. SCOPE OF PROCUREMENT

The Behavioral Health contracts will be established for four years with four one year renewals. This procurement will result in a contract between the New Mexico Corrections Department and its vendors only, and is not a state wide Price Agreement.

D. PROCUREMENT MANAGER

1. New Mexico Corrections Department Probation and Parole Division has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Philip B. Senior
Procurement Manager
New Mexico Corrections Department
4337 State Road 14
Santa Fe, New Mexico 87508-0116 Office: (505) 827-8707 Fax: (505) 827-8634
Philip.Senior@state.nm.us

2. All deliveries of responses via express carrier must be addressed as:

Philip B. Senior, Procurement Manager
RFP Behavioral Health and Transitional Living Services
New Mexico Corrections Department
4337 State Road 14
Santa Fe, New Mexico 87508-0116

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. **Offerors may contact ONLY the Procurement Manager regarding this procurement.** *Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the NMCD.* **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

E. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“**Agency**” means the New Mexico Corrections Department (NMCD).

“**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.

“**Award**” means the final execution of the contract document.

“**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“**Confidential**” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.

“**Contractor**” means any business having a contract with a state agency or local public body.

“**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“**Desirable**” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

“**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.

“**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“**Mandatory**” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“**Medicaid Certified**” means that provider has successfully completed all steps of the Medicaid certification process and has capabilities to bill Medicaid for services provided. For clients that are Medicaid eligible the provider must bill Medicaid prior to billing NMCD for services provided. Note: Proof of certification is only required from offerors providing eligible services.

“**Minor Technical Irregularities**” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“**Multiple Source Award**” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

“**NMCD**” means New Mexico Corrections Department.

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

“**PPD**” means Adult Probation Parole Division.

“**PPO**” means Adult Probation Parole Officer.

“**PREA**” means Prison Rape Elimination Act.

“**Price Agreement**” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

“**Procurement Manager**” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“**Procuring Agency**” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

“**Project**” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

“**Redacted**” means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

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

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

“**Responsive Offer**” or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

“**Sealed**” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the

delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“**State (the State)**” means the State of New Mexico.

“**State Agency**” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

“**Statement of Concurrence**” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“**Unredacted**” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“**Written**” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

F. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Procurement Regulations and Request for Proposal – RFP instructions:
http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	NMCD	February 20, 2015 8:00 p.m.
2. Deadline to submit Questions	Potential Offerors	March 6, 2015 3:00 p.m.
3. Response to Written Questions	Procurement Manager	March 11, 2015 3:00 p.m.
4. Submission of Proposals	Potential Offerors	MARCH 20, 2015 3:00 P.M.
<i>The following dates are TARGET dates only and are subject to change:</i>		
5. Proposal Evaluation	Evaluation Committee	March 23, 2015
6. Selection of Finalists	Evaluation Committee	March 27, 2015
7. Oral Presentation(s)	Finalist Offerors	April 6 through 10, 2015*
8. Finalize Contractual Agreements	Agency/Finalist Offerors	April 10, 2015
9. Contract Awards	Agency/ Finalist Offerors	May 1, 2015
10. Protest Deadline	NMCD	May 15, 2015
*Optional/If Needed		

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the New Mexico State New Mexico Corrections Department on February 20, 2015 by 8:00 a.m. **IT IS UP TO THE OFFEROR TO REGULARLY CHECK THE WEBSITE WHERE THE RFP IS POSTED FOR ANY AMENDMENTS THAT MAY HAVE POSTED.**

2. Acknowledgement of Receipt

Potential Offerors *should* hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 3:00 pm MST or MDT on Monday, March 2, 2015.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt 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 to the Procurement Manager as to the intent or clarity of this RFP until Friday, March 6, 2015 by 3:00 p.m. Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies can be obtained by contacting the Procurement Manager.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON FRIDAY, MARCH 20, 2015. *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 Procurement Manager at the address listed in Section I, Paragraph D2. Proposals must be **sealed** and labeled on the outside of the package to clearly indicate that they are in response to the Behavioral Health and Transitional Living Services RFP 50-770-15-04927. Proposals submitted by facsimile, or other electronic means, will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Offerors.

7. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II. A., Sequence of Events or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time.

8. Oral Presentations (Optional)

Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II. A., Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee.

9. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

10. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the State of New Mexico and New Mexico Corrections Department Probation and Parole Division, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to the appropriate NMCD Department approval.

11. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day of the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

**Jim Brewster
4337 State Road 14
Santa Fe, NM 87502**

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state agency which may derive from this RFP. The state agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are

used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. 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.
- C. Confidential data is restricted to:
 1. confidential financial information concerning the Offeror's organization;
 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 3. PLEASE NOTE: 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 for which an Offeror has made a written request for confidentiality, the Agency shall examine the Offeror's request and make a

written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of the State of New Mexico.

11. Sufficient Appropriation

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

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Sample Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to

those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

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

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. Please see Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

21. Notice of Penalties

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

22. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

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

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). **Offeror must have a valid e-mail address to receive this correspondence.** (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: <http://www.cd.nm.gov>.

28. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information
<http://www.insurenewmexico.state.nm.us/>.

- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

30. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
 - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
 - b. **Explicitly** indicate acceptance of Section V of this RFP; and
 - c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in para 2 above.

31. Pay Equity Reporting Requirements

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is

directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.

- B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

32. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 - 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 - 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the 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;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the Procurement Manager of this Agreement or Designee if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Procurement

Manager of this Agreement or Designee. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Procurement Manager of this Agreement or Designee may terminate the involved contract for cause. Still further the Procurement Manager of this Agreement or Designee may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Procurement Manger of this Agreement or Designee.

33. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

B. New Mexico Resident Veterans Business Preference

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal per Scope of Work (SOW) in response to this RFP. Offerors may propose on more than one SOW. Offerors must state the name and number of the SOW they are proposing for.

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost)

must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. **Technical Proposals** – One (1) ORIGINAL, seven (7) HARD COPY, and one (1) electronic copy of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders. **The electronic version/copy can NOT be emailed.**
 - Proposals containing confidential information **must** be submitted as two separate binders:
 - **Unredacted** version for evaluation purposes
 - **Redacted** version (information blacked out and not omitted or removed) for the public file

2. **Cost Proposals** – One (1) ORIGINAL, seven (7) HARD COPY, and one (1) electronic copy of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals. **The electronic copy can NOT be emailed.**

The electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e. One (1) **unredacted cd/usb**, one (1) **redacted cd/usb**). **The electronic version can NOT be emailed.**

3. The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

The original proposal must be received no later than the time and date indicated in Section II.B.6.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals and electronic copy proposals and proposals submitted via eProNM:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal (Binder 1):

- A. Signed Letter of Transmittal
- B. Table of Contents
- C. Proposal Summary (Optional)
- D. Response to Contract Terms and Conditions
- E. Offeror's Additional Terms and Conditions
- F. Response to Specifications (**except cost information which shall be included in Cost Proposal/Binder 2 only**)
 1. Organizational Experience
 2. Organizational References
 3. Oral Presentation
 4. Mandatory Specification
 5. Desirable Specification
 6. Financial Stability - Financial information considered confidential should be placed in the **Confidential Information** binder.
 7. Performance Surety Bond
 8. Signed Campaign Contribution Form
 9. New Mexico Preferences (If applicable)
- G. Other Supporting Material (If applicable)

Cost Proposal (Binder 2):

1. Completed Cost Response Form

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in Binder #2 on the cost response form.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. DETAILED SCOPE OF WORK

This procurement contains twelve (12) separate Scopes of Work, each one a separate component of the RFP. Each Offeror need not bid on all scopes but only on services they are qualified to provide. Each proposal will be evaluated on the basis of that Scope of Work only. Offerors must clearly state which scope(s) of work are being proposed on, by number. RFP will result in multiple contract awards. Refer to the following Scopes of Work for specific detail:

SCOPE OF WORK- #1

NMCD – Anger Management

The provider shall perform the work described in the Scope of Work; which is hereby incorporated and made a part of the agreement.

PROGRAM DESCRIPTION

This Request for Proposal (RFP) is for the purpose of entering into a contract with a service provider to provide anger management and domestic violence treatment for individuals under NMCD supervision, probation or parole, and individuals discharging from prison or jail to community supervision. All services must be delivered and provided by adequately trained, licensed and qualified staff in accordance with all the applicable credentialing and licensing requirements, and in compliance with the NMCD, as follows:

Provider shall provide:

PREA Compliance: The Contractor shall follow and enforce the Department’s Prison Rape Elimination Act (PREA) policies which mandate reporting and treatment for abuse or neglect of all inmates in the secure institutions. *The Prison Rape Elimination Act (PREA) is federal law, Public Law 108-79, signed into law in September 2003 by the President of the United States and now designated as 42 USC § 15601. PREA establishes a zero- tolerance standard against sexual assaults and rapes of incarcerated persons of any age. This makes the prevention of sexual assault in Department institutions a top priority. PREA sets a standard that protects the Eighth Amendment right (Constitutional right prohibiting cruel or unusual punishment) of Federal, State, and local inmates.*

Anger Management/Domestic Violence Services: Provider shall have the option to render these services via counseling and/or training/tutoring modalities. Intervention areas shall include, but are limited to values clarification, self-awareness, communication techniques, relaxation training/stress management, assertiveness skills, anger management, cognitive skills training, and domestic violence perpetrator counseling.

Anger Management

The provider will complete a comprehensive assessment with each offender paying particular attention to the needs of the offender regarding issues with anger. Provider must be prepared to provide Anger Management Groups to the offenders whom have been assessed or court ordered to anger management. This shall include individual, group and or family sessions in an effort to meet the offender's needs. The provider will be required to make an outside referral should offender not be appropriate for the current setting or the provider is unable to meet the offender's needs. The provider needs to be prepared to address the following areas with regards to issues with anger:

- a. Understanding Anger
- b. Effective Responses to Anger
- c. Stages of Anger
- d. Substance Abuse and Anger
- e. Anger and Relationships
- f. Triggers
- g. Choices and Consequences
- h. Time Out
- i. Communicating Effectively with Others

Domestic Violence

Provider will conduct an initial assessment of offenders referred to the program for a history of family domestic violence, for service needs, and for the need to develop a plan for the prevention of future violence, consistent with assessment of lethality/danger to others. The assessment shall consider the current criminal case, the offender's family history of domestic violence and issues associated with domestic violence, including the offender's childhood exposure, abuse as a child, and substance abuse.

Pharmacological Support: If the Provider is licensed, or holds a special permit, to hold and dispense medications from the New Mexico Pharmacy Board or other applicable licensing board, then the provider may provide such pharmacological support as it is legally permitted to effectively meet the needs of offenders, as deemed appropriate.

Other Provider Requirements:

Resource Management: Provider shall work in collaboration with NMCD and community resources to ensure the needs of offenders are effectively being met by discussing progress and

problems of individual offenders and to share information. Efforts dedicated to the documentation and/or production of services rendered, monthly attendance and progress reports are excluded.

Enrollment: Enrollment is based on ordered conditions, known history and/or needs assessment. The primary treatment modality will be group counseling.

Insurance: In addition to the insurance requirements in the Provider Agreement, Provider must maintain liability insurance and appropriate leasehold insurance.

ELIGIBILITY FOR SERVICES

1. Provider shall render services to offenders who meet the following eligibility criteria, in accordance with NMCD:
 - i. Be a convicted adult felony or misdemeanor offender
 - ii. Be assessed high needs; and
 - iii. Be directly referred by the local Probation and Parole District (PPD) office.
2. Provider shall serve offenders based on a direct referral from the PPD Office. Access to services will be on the basis of an electronic referral by the PPD office. A written referral will be required from the PPD when the electronic referral system is inoperative or unavailable. Evidence of the referral must be located in the clinical record of the offender.
3. Provider shall render services to offenders, based on the following:
 - i. A clinical assessment and treatment plan for clinical services;
 - ii. A service needs assessment and service plan for non-clinical services/care; and
 - iii. Encourage family involvement in treatment with the goal of, (a) helping families of offenders acquire techniques to enable meaningful interaction with the adult offender and, (b) assisting the adult offender and his family in understanding their roles and relationships as part of the solution in keeping the adult offender from future interaction with the criminal justice system and/or minimize the propensity of future violence.
4. Provider shall develop services based on evidence-based practices that are proven to be successful through research methodology and have produced consistent positive patterns of results, such as group treatment for substance abuse, Motivational Interviewing Therapy and Stages of Change Theory. The following criteria shall be utilized for the implementation of Evidence Based Practices (EBP):
 - i. At least one randomized clinical trial that has shown this practice to be effective;
 - ii. The practice either targets behaviors or shows significant effect on behaviors that are generally accepted outcomes; and

- iii. The practice should be specific to the treatment organizations population, including racial, linguistic, geographic and cultural factors – including characteristics specific to the offender population.

PROVIDER’S DUTIES OF CARE

Protocols: Provider agrees to comply with the Provider Manual, as revised from time to time, which is incorporated herein by this reference and including but not limited to NMCD’s fraud and abuse compliance plan, policies, procedures, and offender grievances and rights.

Continuity of Care; Referral to Other Health Professionals: Provider shall furnish these services in a manner providing continuity of care and ready referral of offenders to other providers at times as may be appropriate and consistent with the standards of care in the community. If an offender requires additional services or evaluation, including Emergency Services, provider agrees to refer offenders to his/her primary care physician or another Participating Provider. An offender requiring Emergency Services shall also be referred to the “9-1-1” emergency response system, as appropriate.

Access to Care: Provider shall ensure that offenders have timely and reasonable access to services and shall at all times be reasonably available to offenders as is appropriate. If Provider is unavailable when offenders call, instructions must be provided for NMCD referring the offender to another Provider. Provider shall arrange for an answering machine or service that shall provide the office hours and emergency information and be capable of receiving messages 24 hours a day, 7 days a week, 365 days a year.

In addition, services provided under this Scope Of Work shall be available evenings and weekends to accommodate work and school schedules of offenders; and must be available for a full twelve (12) month period based on referrals from the Probation/Parole District Office.

REPORTING REQUIREMENTS

Provider shall comply with all reporting qualitative and quantitative requirements, as required and requested by NMCD. Reporting performance measure shall include but are not limited to the following:

1. Provider shall provide the local Probation/Parole District Offices a monthly written report on each offender detailing the services being provided, the offenders attendance, behavior while participating in the programming, progress, treatment prognosis, and other information as requested and deemed appropriate by the Probation/Parole Officer (PPO) by the 5th day of the month, and for the prior month (an Individual Monthly Progress Report).
2. In addition, the provider shall ensure the following services are rendered and submit the following documentation/reports (that are satisfactory to the PPO) in the timeframes listed for all offenders to the local Probation/Parole District Offices as follows:
 - i. Provider shall ensure that all offenders are scheduled for a program intake within seven (7) days following the date of referral by the PPO.

- ii. Provider shall ensure: a minimum of 80% of all offenders are scheduled to receive clinical interview and assessment within three (3) days of program intake date; and that all offenders are scheduled to receive a clinical interview and assessment within five (5) days of program intake date, as verified by the dates on corresponding documentation.
 - iii. Provider shall complete an Individual Treatment Plan for each offender and deliver to the PPO within ten (10) days of the offenders' arrival to the agency.
 - iv. Provider shall complete an Individual Program Violation Report for each offender, including missed appointments, suspected or actual substance abuse, the use of physical restraint, the need for emergency medical care during programming, and other behaviors or incidents identified by the Provider within twenty-four (24) hours of their respective occurrence, or sooner depending on the severity of the violation. Verbal notification shall be provided within two (2) hours of a serious critical incident.
 - v. Provider shall submit an Individuals Discharge Summary Report to the PPO within five (5) days of the offenders' successful completion.
 - vi. Provider shall submit an Aftercare Recommendation report to the PPO within ten (10) days of the offenders' successful completion.
3. Provider shall submit to the local Probation/Parole District Office the following documentation, prior to discharge of offender.
- i. Anger Management/Domestic Violence Prevention Plans.
 - ii. Sex Offender Written Relapse Prevention Plans (if applicable)
 - iii. Individual Discharge Summary/Aftercare Recommendations
4. Provider shall participate in an outcome evaluation of offenders served by the program.
5. Provider shall maintain confidential all criminal history information provided by NMCD for the purposes of determining programming and shall return all criminal history information to the NMCD upon program discharge. This information includes but is not limited to the Pre and Post Sentence Report, FBI Rap Sheet, Police Reports, Judgment and Sentence, and Institutional History.
6. Provider shall conduct a character and criminal background investigation on all current and potential employees at the time of initial application and periodically, as requested by NMCD. A history of involvement with the criminal justice system will not automatically disqualify an individual from employment, unless otherwise stipulated by federal, state and local laws and regulations. However, the Provider must contact the Community Corrections office prior to extending a job offer to any candidate for employment that has a criminal history for review and consultation. Provider shall also have policies and procedures in place for determining an applicant's or employee's appropriateness for employment.

SUPERVISORY PROTOCOL FOR LADAC LICENSED PRACTITIONER

Provider shall follow this Supervisory Protocol for its LADAC practitioner (LADAC Clinician). When providing services under this Scope of Work, the LADAC Clinician may be reimbursed when the services are within his legal scope of practice and provided in accordance with this Scope of Work and Agreement. For purposes of this Scope of Work, the LADAC Clinician be “credentialed” in NMCD’s provider network. This is an exception to national credentialing standards; consequently, the LADAC clinician is referred to as the non-credentialed licensed LADAC.

- I. NMCD will provide benefit coverage determinations to a fully credentialed participating provider (referred to as Supervising Clinician) designated to provide clinical supervision to LADAC Clinician. The provider has two individuals that can serve as a Supervising Clinician.
- II. At all times, the Supervising Clinician shall require the non-credentialed licensed LADAC Clinician to comply with the protocols and requirements of NMCD and the requirements of all applicable regulatory authorities.
- III. The approved provider will conduct primary source verification of the non-credentialed licensed LADAC Clinician’s training and education including but not limited to:
 - A. Professional license eligibility
 - B. Minimum of Master’s degree in behavioral health or counseling-related field
 - C. Work history – any gaps six months or longer are accounted for
 - D. Past or existing complaints and/or investigations
 - E. Specialized Training, where applicable
- IV. Non-credentialed licensed LADAC Clinicians will practice within the scope of their training and licensing Board requirements; and abide by all ethical principles and conduct of their discipline’s licensing Board, of their Supervising Clinician and of their relevant professional association with which they are affiliated.
- V. Offenders must be informed that they are being treated by a licensed LADAC Clinician and must sign a written consent to this effect. This Consent form must be maintained in the offenders file.
- VI. Supervision of Non-credentialed licensed LADAC Clinicians are subject to the following requirements:
 - A. Supervising Clinicians who are independently licensed and in good standing in the NMCD network, will provide supervision of non-credentialed licensed LADAC Clinicians.
 - B. The supervising clinician must have regular (regular to be defined as at a minimum weekly or biweekly) one-on-one supervision with the non-credentialed LADAC clinician to review treatment provided to offenders on an ongoing basis. Supervision must be documented in a manner where NMCD can access the information electronically, manually or via direct audit of the offenders chart.
 - C. Supervising clinicians will co-sign treatment plans
 - D. There must be a current, written policy addressing the supervisory protocol utilized at the clinic.
- VII. Billing for services must be submitted by the provider and indicate the non-credentialed practitioner in the rendering provider box on the claim. Additionally, all non-Independent

practitioners rendering services must have their own individual Share Vendor ID number on file with NMCD for tracking purposes.

- VIII. NMCD may periodically conduct chart audits to ensure compliance with NMCD policies and procedures.
- IX. At the request of NMCD, on no more than a bi-annual basis, LADAC Provider will provide in writing within thirty (30) days of request, a listing of all non-credentialed LADAC clinicians employed by LADAC Provider rendering treatment to NMCD members.

INVOICE

When the Provider submits invoices, the Provider agrees to use the NMCD approved and provide all required reporting and backup documentation related thereto. The NMCD Workbook may be changed from time to time. The Provider's Workbook and necessary documentation (sign-in sheets, receipts, etc.) must be complete and submitted electronically to the Community Corrections Administrative Office in care of NMCD Community Corrections Administrator. If the Provider's Workbook/Invoice is not properly filled out and complete it may cause the Provider's reimbursement to be delayed. Faxes and hand delivered invoices will not be accepted. All submissions must be made electronically. The Provider shall submit a completed monthly NMCD Workbook containing the signed NMCD invoice with thirty (30) days of services rendered in the prior month.

When billing for services, the Provider shall comply with all requirements and obligations of the NMCD billing system, applicable and federal state laws and regulations. All services rendered and any services billed for under this program must comply with all applicable requirements for that Service Code and Modifier including but not limited to, Service Requirements, Program Requirements, Provider Requirements, Staffing Requirements, Documentation Requirements, Treatment Standards, Treatment Units, Treatment Duration, Service Definition/CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier requirements, as well as any other applicable requirement for such service.

Note: The scope of the services that NMCD will or will not reimburse for is subject to change without notice due to the constraints on the state budget, funding cuts and lack of appropriations from the State of New Mexico Legislature. Should this occur, NMCD will advise Provider, as soon as practicable.

COMPENSATION

CLAIMS

When the Provider submits claims for billing under this program, the Provider's State Agency Fee Schedule will set forth the permitted billing codes, including but not limited to, CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier, and Rates under which the Provider may submit claims for this program. When submitting claims, the provider shall comply with all requirements and obligations in the NMCD claims system, applicable federal and state laws and regulations. All services rendered and any submitted claims must comply with all applicable requirements for that service including but not limited to, Service

Requirements, Program Requirements, Provider Requirements, Staffing Requirements, Documentation Requirements, Treatment Standards, Treatment Units, Treatment Duration, Service Definition/CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier requirements, as well as any other applicable requirement for such service and claim.

Note: The scope of the services that NMCD will or will not reimburse for is subject to change without notice due to the constraints on the state budget, funding cuts and lack of appropriations from the State of New Mexico Legislature. Should this occur, NMCD will advise Provider, as soon as practicable.

CONFLICT

Conflict Between Documents To the extent that a provision of this Attachment A Scope of Work conflicts with a provision in the Agreement, this Attachment A Restated and Amended Scope of Work shall govern.

SCOPE OF WORK #2

NMCD – Residential Treatment Dual Diagnosis

The provider shall perform the work described in the Scope of Work; which is hereby incorporated and made a part of the agreement.

PROGRAM DESCRIPTION The New Mexico Corrections Department Probation and Parole Division is seeking proposals to provide Inpatient/Residential Dual Diagnosis Treatment with supportive services for both male and female offenders reentering the community from incarceration or otherwise displaced in the community.

Provider shall render a comprehensive array of substance detoxification services and medically monitored evaluation care and treatment for offenders with co-occurring mental health and substance abuse diagnoses under NMCD supervision the community, probation or parole, and individuals discharging from prison or jail to community supervision. All services must be delivered and provided by adequately trained, licensed and qualified staff in accordance with all the applicable credentialing and licensing requirements, and in compliance with the NMCD, as follows:

Provider shall provide:

PREA Compliance: The Contractor shall follow and enforce the Department's Prison Rape Elimination Act (PREA) policies which mandate reporting and treatment for abuse or neglect of all

inmates in the secure institutions. *The Prison Rape Elimination Act (PREA) is federal law, Public Law 108-79, signed into law in September 2003 by the President of the United States and now designated as 42 USC § 15601. PREA establishes a zero- tolerance standard against sexual assaults and rapes of incarcerated persons of any age. This makes the prevention of sexual assault in Department institutions a top priority. PREA sets a standard that protects the Eighth Amendment right (Constitutional right prohibiting cruel or unusual punishment) of Federal, State, and local inmates.*

Substance Abuse Programming: An organized regimen that focuses on the abuse and/or the underlying causes of substance abuse. The program shall include the following, but is not limited to individual and group counseling, self-help groups, and relapse management. These components are mandatory for every offender enrolled in this type of programming. In addition, an assessment tool approved by PPD is mandatory at the time of initial assessment and re-assessment.

Mental Health Special Needs Services: As applicable, the Provider shall render mental health services that meet the terms and conditions for coverage pursuant to the Member's Benefit Plan, including such conditions as Medically Necessary and proper authorization, and in accordance with the Provider Manual, Protocols, and applicable laws and regulations.

Pharmacological Support: If the Provider is licensed, or holds a special permit, to hold and dispense medications from the New Mexico Pharmacy Board or other applicable licensing board, then the Provider may provide such pharmacological support as it is legally permitted to effectively meet the needs of offenders, as deemed appropriate.

Other Provider Requirements:

Resource Management: Provider shall work in collaboration with NMCD and community resources to ensure the needs of offenders are effectively being met by discussing progress and problems of individual offenders and to share information. Efforts dedicated to the documentation and/or production of services rendered, month attendance and progress reports are excluded.

Enrollment: Enrollment is based on ordered conditions, known history and needs assessment. The primary treatment modality will be group counseling.

Insurance: In addition to the insurance requirements in the Provider Agreement, Provider must maintain liability insurance and appropriate leasehold insurance.

ELIGIBILITY FOR SERVICES

Provider shall render services to offenders who meet the following eligibility criteria, in accordance with NMCD:

- i. Be a convicted adult felony or misdemeanor offender.
- ii. Be assessed high needs; and
- iii. Be directly referred by the local Probation and Parole District (PPD) office.

Provider shall serve offenders based on a direct referral from the PPD Office. Access to services will be on the basis of an electronic referral by the PPD office. A written referral will be required from the PPD when the electronic referral system is inoperative or unavailable. Evidence of the referral must be located in the clinical record of the offender.

Provider shall render services to offenders, based on the following:

- i. A clinical assessment and treatment plan for clinical services;
- ii. A service needs assessment and service plan for non-clinical services/care; and
- iii. Encourage family involvement in treatment with the goal of, (a) helping families of offenders acquire techniques to enable meaningful interaction with the adult offender and, (b) assisting the adult offender and his family in understanding their roles and relationships as part of the solution in keeping the adult offender from future interaction with the criminal justice system.

Provider shall develop services based on evidence-based practices that are proven to be successful through research methodology and have produced consistently positive patterns of results, such as group treatment for substance abuse, Motivational Interviewing Therapy and Stages of Change Theory. The following criteria shall be utilized for the implementation of EBPs:

- i. At least one randomized clinical trial that has shown this practice to be effective;
- ii. The practice either targets behaviors or shows good effect on behaviors that are generally accepted outcomes; and
- iii. The practice should be specific to the treatment organizations population, including racial, linguistic, geographic and cultural factors – including characteristics specific to the offender population.

PROVIDER'S DUTIES OF CARE

Protocols: Provider agrees to comply with the Provider Manual, as revised from time to time, which is incorporated herein by this reference and including but not limited to NMCD's fraud and abuse compliance plan, policies, procedures, and offender grievances and rights.

Continuity of Care; Referral to Other Health Professionals: Provider shall furnish these services in a manner providing continuity of care and ready referral of offenders to other Providers at times as may be appropriate and consistent with the standards of care in the community. If an offender requires additional services or evaluation, including Emergency Services, Provider agrees to refer offender to his/her primary care physician or another Participating Provider. An offender requiring Emergency Services shall also be referred to the "9-1-1" emergency response system, as appropriate.

Access to Care: Provider shall ensure that offenders have timely and reasonable access to services and shall at all times be reasonably available to offenders as is appropriate. If Provider is unavailable when offenders call, instructions must be provided for NMCD referring the offender to another Provider. Provider shall arrange for an answering machine or service that shall provide the

office hours and emergency information and be capable of receiving messages 24 hours a day, 7 days a week, 365 days a year.

In addition, services provided under this Scope of Work shall be available evenings and weekends to accommodate work and school schedules of offenders; and must be available for a full twelve month period based on referrals from the Probation-Parole District Office.

PROGRAM AND PERFORMANCE MEASURES

Provider shall meet the following performance measures and failure to meet said performance measures can result in penalties.

i. RESIDENTIAL TREATMENT DUAL DIAGNOSIS

- a. All providers will be held to specific performance review criteria over the life of the contract to ensure that project deliverables as outlined in the RFP and attested to in the Scope of Work are being met. Review of program deliverables will occur at least quarterly.
- b. Provider shall perform an initial assessment, provide a program orientation and create a Service Plan for each offender within two (2) business days of program entry, if not prior.
- c. Provider shall ensure that 100% of resident offenders have a collaborative Service Plan which shall be approved by PPD.
- d. Provider shall ensure that 100% of resident offenders enter into programming for independent living.
- e. Provider shall provide a written response to each referral from DOC within fourteen (14) business days of receipt.
- f. By the end of each quarter, all beds shall be filled to at least 80% occupancy, unless the number of referrals provided by PPD is not adequate to support the 80% utilization rate.
- g. Provider shall ensure that the contracted bed housing capacity is available for occupancy within seven (7) day notice at a rate of 100%.
- h. Provider shall provide employment assistance, including interviewing skills and completing employment applications to a minimum of 90% of all offenders referred by a PPO.

If Provider fails to successfully meet a performance measure, Provider shall be liable to the Agency for liquidated damages in the amount of money associated with that performance measure as follows:

- ii. Any costs incurred by NMCD to secure alternative housing shall be credited back to NMCD in the current billing month.
- iii. Any costs for food associated with the per diem rate shall be credited to NMCD if the program menu is not approved by a licensed dietician, nor served within the approved variation of the menu.

Performance measures will be evaluated at the time of the program audit and any subsequent follow up audits.

NMCD may withhold payment on any amounts, which it determines are not a part of the Provider's approved payment schedule.

NMCD may withhold payments if the Provider is thirty (30) days delinquent in submitting to the Agency reports and offender data which are required of this contract.

If Provider fails to provide services in accordance with professional standards of care, Provider will not be paid for such services, or if such services have already been paid for by the NMCD or another agency, Provider shall refund the payment for such services to NMCD.

NMCD shall notify the Provider of the amount of the withholding/liquidated damages/refund and the reason therefore within thirty (30) days of such withholding/liquidated damages/refund. Provider may appeal such withholding/liquidated damages/refund and submit justification to NMCD within thirty (30) days of notice of such withholding/liquidated damages/refund. The decision of NMCD shall be final.

In the event that liquidated damages are assessed or a refund is requested, NMCD may choose to deduct the liquidated damages or refund from a subsequent payment or the Provider will credit or pay the liquidated damages or refund within thirty (30) days of termination of contract.

Service is inclusive of provisions for room and board assistance with daily living activities, such as locating employment, developing vocational/employment skills, and securing permanent housing. Service also requires the following administrative components to be implemented:

- iv. Provide 24-hour supervision by staff for all offenders;
- v. At the time of admission, provide offenders with (a) program rules, disciplinary action, and grievance procedures; (b) written policy and procedure for conducting searches of residents and all areas of the facility in order to control contraband and locate missing or stolen property; (c) written policy and procedure for reporting absconder; (d) written policy and procedure on the use of physical force-restricting, including its use to instances of justifiable self-protection, protection of others, prevention of property damage, and only to the degree of necessary and in

accordance with appropriate statutory authority; and (e) written policy and procedure prohibiting the use of personal abuse and corporal punishment, and specifically noting that offenders are not subject to unusual punishment, mental abuse, or punitive interference with the daily functions of living, such as eating or sleeping;

- vi. Notify the PPO immediately in the event an offender leaves the facility, violates their curfew or fails to report back to the facility after an approved activity;
- vii. Maintain written safety and emergency policy and procedures, conduct quarterly emergency evacuation/fire drills under varied conditions, annual inspections by local or state fire officials or other qualified person(s), and test the fire detection system on a regular basis; services or evaluation, including Emergency Services, Provider agrees to refer offender to his/her primary care physician or another Practicing Provider in accordance with the terms and conditions of offender's Benefit Plan, if any, if applicable. An offender requiring Emergency Services shall also be referred to the "9-1-1" emergency response system, as appropriate.
- viii. NMCD will review offenders length of stay every (6) months for determination to extend length of stay.
- ix. NMCD reserves the right to conduct searches of the facility.
- x. Proposed programs will be required to consider sex offenders on a case-by case basis and provide intensive services on site (substance abuse and/or mental health support, life skills, education, relapse prevention, employment support etc.)
- xi. Provider will ensure that 3 meals approved by a dietician are served daily to offenders in the program.
- xii. Provider shall provide laundry services for offenders.
- xiii. Provider shall ensure that all basic life needs are met for offenders.
- xiii. Provider will ensure offenders access to medical services.
- xiv. Provider will ensure educational access for offenders.
- xv. Provider will ensure religious access for offenders.

ACCESS TO CARE: Provider shall ensure that offenders have timely and reasonable access to services and shall at all times be reasonably available to offenders as is appropriate. If Provider is unavailable when offenders call, instructions must be provided for NMCD referring the offender to another Provider. Provider shall arrange for an answering machine or service that shall provide the office hours and emergency information and be capable of receiving messages 24 hours a day, 7 days a week, 365 days a year.

In addition, services provided under this Scope of Work shall be available evenings and weekends to accommodate work and school schedules of offenders; and must be available for a full twelve month period based on referrals from the Probation/Parole District Office.

REPORTING REQUIREMENTS

Provider shall comply with all reporting qualitative and quantitative requirements, as required and requested by NMCD. Reporting performance measure shall include but are not limited to the following:

7. Provider shall provide the local Probation/Parole District Office a monthly written report on each offender detailing the services being provided, the offenders attendance, behavior while participating in the programming, progress, treatment prognosis, and other information as requested and deemed appropriate by the Probation/Parole Officer (PPO) by the 5th day of the month, and for the prior month (an Individual Monthly Progress Report).
8. In addition, the provider shall ensure the following services are rendered and submit the following documentation/reports (that are satisfactory to the PPO) in the timeframes listed for all offenders to the local Probation/Parole District Offices as follows:
 - vii. Provider shall ensure that all offenders are scheduled for a program intake within seven (7) days following the date of referral by the PPO.
 - viii. Provider shall ensure: a minimum of 80% of all offenders are scheduled to receive clinical interview and assessment within two (2) days of program intake date; and that all offenders are scheduled to receive a clinical interview and assessment within five (5) days of program intake date, as verified by the dates on corresponding documentation.
 - ix. Provider shall complete an Individual Treatment Plan for each offender and deliver to the PPO within ten (10) days of the offender's arrival to the agency.
 - x. Provider shall complete an Individual Program Violation Report for each offender, including missed appointments, suspected or actual substance abuse, the use of physical restraint, the need for emergency medical care during programming, and other behaviors or incidents identified by the Provider within twenty-four (24) hours of their respective occurrence, or sooner depending on the severity of the violation. Verbal notification shall be provided within two (2) hours of a serious critical incident.
 - xi. Provider shall submit an Individuals Discharge Summary Report to the PPO within five (5) days of the offender's successful completion.
 - xii. Provider shall submit an Aftercare Recommendation report to the PPO within ten (10) days of the offender's successful completion.

9. Provider shall submit to the local Probation/Parole District Office the following documentation, prior to discharge of offender.
 - i. Individual Substance Dual Diagnosis Relapse Prevention Plans.
 - ii. Sex Offender Written Relapse Prevention Plans (if applicable)
 - iii. Individual Discharge Summary/Aftercare Recommendations
10. Provider shall participate in an outcome evaluation of offenders served by the program.
11. Provider shall maintain confidential all criminal history information provided by NMCD for the purposes of determining programming and shall return all criminal history information to the NMCD upon program discharge. This information includes but is not limited to the Pre and Post Sentence Report, FBI Rap Sheet, Police Reports, Judgment and Sentence, and Institutional History.
12. Provider shall conduct a character and criminal background investigation on all current and potential employees at the time of initial application and periodically, as requested by NMCD. A history of involvement with the criminal justice system will not automatically disqualify an individual from employment, unless otherwise stipulated by federal, state and local laws and regulations. However, the Provider must contact the Community Corrections office prior to extending a job offer to any candidate for employment that has a criminal history for review and consultation. Provider shall also have policies and procedures in place for determining an applicant's or employee's appropriateness for employment.

SUPERVISORY PROTOCOL FOR LADAC LICENSED PRACTITIONER

Provider shall follow this Supervisory Protocol for its LADAC practitioner (LADAC Clinician). When providing services under this Scope of Work, the LADAC Clinician may be reimbursed when the services are within his legal scope of practice and provided in accordance with this Scope of Work and Agreement. For purposes of this Scope of Work the LADAC Clinician be "credentialed" in NMCD's provider network. This is an exception to national credentialing standards; consequently, the LADAC clinician is referred to as the non-credentialed licensed LADAC.

- I. NMCD will provide benefit coverage determinations to a fully credentialed participating Provider (referred to as Supervising Clinician) designated to provide clinical supervision to LADAC Clinician. The Provider has two individuals that can serve as a Supervising Clinician.
- II. At all times, the Supervising Clinician shall require the Non-credentialed licensed LADAC Clinician to comply with the protocols and requirements of NMCD and the requirements of all applicable regulatory authorities.
- III. The approved Provider will conduct primary source verification of the Non-credentialed licensed LADAC Clinician's training and education including but not limited to:
 - A. Professional license eligibility
 - B. Minimum of Master's degree in behavioral health or counseling-related field
 - C. Work history – any gaps six (6) months or longer are accounted for

- D. Past or existing complaints and/or investigations
- E. Specialized Training, where applicable
- IV. Non-credentialed licensed LADAC Clinicians will practice within the scope of their training and licensing Board requirements; and abide by all ethical principles and conduct of their discipline's licensing Board, of their Supervising Clinician and of their relevant professional association with which they are affiliated.
- V. Offenders must be informed that they are being treated by a licensed LADAC Clinician and must sign a written consent to this effect. This Consent form must be maintained in the offenders file.
- VI. Supervision of Non-credentialed licensed LADAC Clinicians are subject to the following requirements:
 - A. Supervising Clinicians who are independently licensed and in good standing in the NMCD Network, will provide supervision of Non-credentialed licensed LADAC Clinicians.
 - B. The Supervising Clinician must have regular (regular to be defined as at a minimum weekly or biweekly) one-on-one supervision with the Non-credentialed LADAC Clinician to review treatment provided to Members on an ongoing basis. Supervision must be documented in a manner where NMCD can access the information electronically, manually or via direct audit of the offender's chart.
 - C. Supervising Clinicians will co-sign treatment plans
 - D. There must be a current, written policy addressing the supervisory protocol utilized at the clinic.
- VII. Billing for services must be submitted by the provider and indicate the Non-credentialed practitioner in the rendering provider box on the claim. Additionally, all Non-Independent practitioners rendering services must have their own individual Share Vendor number on file with NMCD for tracking purposes.
- VIII. NMCD may periodically conduct chart audits to ensure compliance with NMCD policies and procedures.
- IX. At the request of NMCD, on no more than a bi-annual basis, LADAC Provider will provide in writing within 30 days of request, a listing of all Non-credentialed LADAC Clinicians employed by LADAC Provider rendering treatment to NMCD members.

INVOICE

When the Provider submits invoices, the Provider agrees to use the NMCD approved and provide all required reporting and backup documentation related thereto. The NMCD Workbook may be changed from time to time. The Provider's Workbook and necessary documentation (sign-in sheets, receipts, etc.) must be complete and submitted electronically to the Community Corrections Administrative Office in care of NMCD Community Corrections Administrator. If the Provider's Workbook/Invoice is not properly filled out and complete it may cause the Provider's reimbursement to be delayed. Faxes and hand delivered invoices will not be accepted. All submissions must be made electronically. The Provider shall submit a completed monthly NMCD Workbook containing the signed NMCD invoice with thirty (30) days of services rendered in the prior month.

When billing for services, the Provider shall comply with all requirements and obligations of the NMCD billing system, applicable and federal state laws and regulations. All services rendered and any services billed for under this program must comply with all applicable requirements for that Service Code and Modifier including but not limited to, Service Requirements, Program Requirements, Provider Requirements, Staffing Requirements, Documentation Requirements, Treatment Standards, Treatment Units, Treatment Duration, Service Definition/CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier requirements, as well as any other applicable requirement for such service.

Note: The scope of the services that NMCD will or will not reimburse for is subject to change without notice due to the constraints on the state budget, funding cuts and lack of appropriations from the State of New Mexico Legislature. Should this occur, NMCD will advise Provider, as soon as practicable.

COMPENSATION

CLAIMS

When the Provider submits claims for billing under this program, the Provider's State Agency Fee Schedule will set forth the permitted billing codes, including but not limited to, CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier, and Rates under which the Provider may submit claims for this program. When submitting claims, the provider shall comply with all requirements and obligations in the NMCD claims system, applicable federal and state laws and regulations. All services rendered and any submitted claims must comply with all applicable requirements for that service including but not limited to, Service Requirements, Program Requirements, Provider Requirements, Staffing Requirements, Documentation Requirements, Treatment Standards, Treatment Units, Treatment Duration, Service Definition/CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier requirements, as well as any other applicable requirement for such service and claim.

Note: The scope of the services that NMCD will or will not reimburse for is subject to change without notice due to the constraints on the state budget, funding cuts and lack of appropriations from the State of New Mexico Legislature. Should this occur, NMCD will advise Provider, as soon as practicable.

CONFLICT

Conflict Between Documents To the extent that a provision of this Attachment A Scope of Work conflicts with a provision in the Agreement, this Attachment A Restated and Amended Scope of Work shall govern.

SCOPE OF WORK #3

NMCD – Gang Intervention Treatment

The provider shall perform the work described in the Scope of Work; which is hereby incorporated and made a part of the agreement.

PROGRAM DESCRIPTION The New Mexico Corrections Department Probation and Parole Division is seeking proposals to provide gang intervention specific treatment to individuals under NMCD supervision the probation or parole, and individuals discharging from prison or jail to community supervision who have been identified with gang affiliation in the institution or community. All services must be delivered and provided by adequately trained, licensed and qualified staff in accordance with all the applicable credentialing and licensing requirements, and in compliance with the NMCD, as follows:

Provider shall provide:

PREA Compliance: The Contractor shall follow and enforce the Department’s Prison Rape Elimination Act (PREA) policies which mandate reporting and treatment for abuse or neglect of all inmates in the secure institutions. *The Prison Rape Elimination Act (PREA) is federal law, Public Law 108-79, signed into law in September 2003 by the President of the United States and now designated as 42 USC § 15601. PREA establishes a zero- tolerance standard against sexual assaults and rapes of incarcerated persons of any age. This makes the prevention of sexual assault in Department institutions a top priority. PREA sets a standard that protects the Eighth Amendment right (Constitutional right prohibiting cruel or unusual punishment) of Federal, State, and local inmates.*

Cognitive-behavioral (CBT) and motivational interviewing/motivational enhancement (MI/MET) treatment based on state-of-the-art evidence-based treatment. Which include significant elements of cognitive-behavioral therapy (CBT) and motivational enhancement therapy (MET), including specific tools for motivational interviewing (MI). Cognitive-behavioral therapy (CBT) promotes re-evaluation of dysfunctional emotions and behaviors to bring about change.

- gang intervention treatment based on motivational interviewing/motivational enhancement (MI/MET) and cognitive-behavioral treatment (CBT) methodologies
- specific resources for gang intervention which address issues of aggression and violence
- specific resources for gang intervention which address family-of-origin issues, past trauma, and a wide range of specific risk factors underlying gang involvement
- extensive resources in both English and Spanish, as well as male and female gender-specific resources

Pharmacological Support: If the Provider is licensed, or holds a special permit, to hold and dispense medications from the New Mexico Pharmacy Board or other applicable licensing board, then the Provider may provide such pharmacological support as it is legally permitted to effectively meet the needs of offenders, as deemed appropriate.

Other Provider Requirements:

Resource Management: Provider shall work in collaboration with NMCD and community resources to ensure the needs of offenders are effectively being met by discussing progress and problems of individual offenders and to share information. Efforts dedicated to the documentation and/or production of services rendered, month attendance and progress reports are excluded.

Enrollment: Enrollment is based on ordered conditions, known history and needs assessment. The primary treatment modality will be group counseling.

Insurance: In addition to the insurance requirements in the Provider Agreement, Provider must maintain liability insurance and appropriate leasehold insurance.

ELIGIBILITY FOR SERVICES

5. Provider shall render services to offenders who meet the following eligibility criteria, in accordance with NMCD:
 - i. Be a convicted adult felony or misdemeanor offender.
 - ii. Be assessed high needs; and
 - iii. Be directly referred by the local Probation and Parole District (PPD) office.
6. Provider shall serve offenders based on a direct referral from the PPD Office. Access to services will be on the basis of an electronic referral by the PPD office. A written referral using will be required from the PPD when the electronic referral system is inoperative or unavailable. Evidence of the referral must be located in the clinical record of the offender.
7. Provider shall render services to offenders, based on the following:

- i. A clinical assessment and treatment plan for clinical services;
 - ii. A service needs assessment and service plan for non-clinical services/care; and
 - iii. Encourage family involvement in treatment with the goal of, (a) helping families of offenders acquire techniques to enable meaningful interaction with the adult offender and, (b) assisting the adult offender and his family in understanding their roles and relationships as part of the solution in keeping the adult offender from future interaction with the criminal justice system.
8. Provider shall develop services based on evidence-based practices that are proven to be successful through research methodology and have produced consistently positive patterns of results, such as group treatment for substance abuse, Motivational Interviewing Therapy and Stages of Change Theory. The following criteria shall be utilized for the implementation of EBPs:
- i. At least one randomized clinical trial that has shown this practice to be effective;
 - ii. The practice either targets behaviors or shows good effect on behaviors that are generally accepted outcomes; and
 - iii. The practice should be specific to the treatment organizations population, including racial, linguistic, geographic and cultural factors – including characteristics specific to the offender population.

PROVIDER’S DUTIES OF CARE

Protocols: Provider agrees to comply with the Provider Manual, as revised from time to time, which is incorporated herein by this reference including but not limited to NMCD’s fraud and abuse compliance plan, policies, procedures, and offender grievances and rights.

Continuity of Care; Referral to Other Health Professionals: Provider shall furnish these services in a manner providing continuity of care and ready referral of offenders to other Providers at times as may be appropriate and consistent with the standards of care in the community. If an offender requires additional services or evaluation, including Emergency Services, Provider agrees to refer offenders to his/her primary care physician or another Participating Provider. An offender requiring Emergency Services shall also be referred to the “9-1-1” emergency response system, as appropriate.

Access to Care: Provider shall ensure that offenders have timely and reasonable access to services and shall at all times be reasonably available to consumers as is appropriate. If Provider is unavailable when offenders call, instructions must be provided for NMCD referring the offender to another Provider. Provider shall arrange for an answering machine or service that shall provide the office hours and emergency information and be capable of receiving messages 24 hours a day, 7 days a week, 365 days a year.

In addition, services provided under this Scope of Work shall be available evenings and weekends to accommodate work and school schedules of offenders; and must be available for a full twelve month period based on referrals from the Probation-Parole District Office.

REPORTING REQUIREMENTS

Provider shall comply with all reporting qualitative and quantitative requirements, as required and requested by NMCD. Reporting performance measure shall include but are not limited to the following:

13. Provider shall provide the local District Probation/Parole Office a monthly written report on each offender detailing the services being provided, the offenders attendance, behavior while participating in the programming, progress, treatment prognosis, and other information as requested and deemed appropriate by the Probation/Parole Officer (PPO) by the 5th day of the month, and for the prior month (an Individual Monthly Progress Report).
14. In addition, the provider shall ensure the following services are rendered and submit the following documentation/reports (that are satisfactory to the PPO) in the timeframes listed for all offenders to the local Probation/Parole District Offices as follows:
 - xiii. Provider shall ensure that all offenders are scheduled for a program intake within seven (7) days following the date of referral by the PPO.
 - xiv. Provider shall ensure: a minimum of 80% of all offenders are scheduled to receive clinical interview and assessment within two (2) days of program intake date; and that all offenders are scheduled to receive a clinical interview and assessment within five (5) days of program intake date, as verified by the dates on corresponding documentation.
 - xv. Provider shall complete an Individual Treatment Plan for each offender and deliver to the PPO within ten (10) days of the offender's arrival to the agency.
 - xvi. Provider shall complete an Individual Program Violation Report for each offender, including missed appointments, suspected or actual substance abuse, the use of physical restraint, the need for emergency medical care during programming, and other behaviors or incidents identified by the Provider within twenty-four (24) hours of their respective occurrence, or sooner depending on the severity of the violation. Verbal notification shall be provided within two (2) hours of a serious critical incident.
 - xvii. Provider shall submit an Individuals Discharge Summary Report to the PPO within five (5) days of the offender's successful completion.
 - xviii. Provider shall submit an Aftercare Recommendation report to the PPO within ten (10) days of the offender's successful completion.
15. Provider shall submit to the local Probation/Parole District Office the following documentation, prior to discharge of offender.
 - i. Individual Substance Abuse Relapse Prevention Plans.
 - ii. Sex Offender Written Relapse Prevention Plans (if applicable)

iii. Individual Discharge Summary/Aftercare Recommendations

16. Provider shall participate in an outcome evaluation of offenders served by the program.
17. Provider shall maintain confidential all criminal history information provided by NMCD for the purposes of determining programming and shall return all criminal history information to the NMCD upon program discharge. This information includes but is not limited to the Pre and Post Sentence Report, FBI Rap Sheet, Police Reports, Judgment and Sentence, and Institutional History.
18. Provider shall conduct a character and criminal background investigation on all current and potential employees at the time of initial application and periodically, as requested by NMCD. A history of involvement with the criminal justice system will not automatically disqualify an individual from employment, unless otherwise stipulated by federal, state and local laws and regulations. However, the Provider must contact the Community Corrections office prior to extending a job offer to any candidate for employment that has a criminal history for review and consultation. Provider shall also have policies and procedures in place for determining an applicant's or employee's appropriateness for employment.

SUPERVISORY PROTOCOL FOR LADAC LICENSED PRACTITIONER

Provider shall follow this Supervisory Protocol for its LADAC practitioner (LADAC Clinician). When providing services under this Scope of Work, the LADAC Clinician may be reimbursed when the services are within his legal scope of practice and provided in accordance with this Scope of Work and Agreement. For purposes of this Scope of Work has directed that the LADAC Clinician be "credentialed" in NMCD's provider network. This is an exception to national credentialing standards; consequently, the LADAC clinician is referred to as the non-credentialed licensed LADAC.

- I. NMCD will provide benefit coverage determinations to a fully credentialed participating Provider (referred to as Supervising Clinician) designated to provide clinical supervision to LADAC Clinician. The Provider has two individuals that can serve as a Supervising Clinician.
- II. At all times, the Supervising Clinician shall require the Non-credentialed licensed LADAC Clinician to comply with the protocols and requirements of NMCD and the requirements of all applicable regulatory authorities.
- III. The approved Provider will conduct primary source verification of the Non-credentialed licensed LADAC Clinician's training and education including but not limited to:
 - A. Professional license eligibility
 - B. Minimum of Master's degree in behavioral health or counseling-related field
 - C. Work history – any gaps six (6) months or longer are accounted for
 - D. Past or existing complaints and/or investigations
 - E. Specialized Training, where applicable
- IV. Non-credentialed licensed LADAC Clinicians will practice within the scope of their training and licensing Board requirements; and abide by all ethical principles and conduct of their discipline's licensing Board, of their Supervising Clinician and of their relevant professional association with which they are affiliated.

- V. Offenders must be informed that they are being treated by a licensed LADAC Clinician and must sign a written consent to this effect. This Consent form must be maintained in the offenders file.
- VI. Supervision of Non-credentialed licensed LADAC Clinicians are subject to the following requirements:
 - A. Supervising Clinicians who are independently licensed and in good standing in the NMCD Network, will provide supervision of Non-credentialed licensed LADAC Clinicians.
 - B. The Supervising Clinician must have regular (regular to be defined as at a minimum weekly or biweekly) one-on-one supervision with the Non-credentialed LADAC Clinician to review treatment provided to Offenders on an ongoing basis. Supervision must be documented in a manner where NMCD can access the information electronically, manually or via direct audit of the Member's chart.
 - C. Supervising Clinicians will co-sign treatment plans
 - D. There must be a current, written policy addressing the supervisory protocol utilized at the clinic.
- VII. Billing for services must be submitted by the provider and indicate the Non-credentialed practitioner in the rendering provider box on the claim. Additionally, all Non-Independent practitioners rendering services must have their own individual Share Vendor ID number on file with NMCD for tracking purposes.
- VIII. NMCD may periodically conduct chart audits to ensure compliance with NMCD policies and procedures.
- IX. At the request of NMCD, on no more than a bi-annual basis, LADAC Provider will provide in writing within thirty (30) days of request, a listing of all Non-credentialed LADAC Clinicians employed by LADAC Provider rendering treatment to NMCD offenders.

INVOICE

When the Provider submits invoices, the Provider agrees to use the NMCD approved and provide all required reporting and backup documentation related thereto. The NMCD Workbook may be changed from time to time. The Provider's Workbook and necessary documentation (sign-in sheets, receipts, etc.) must be complete and submitted electronically to the Community Corrections Administrative Office in care of NMCD Community Corrections Administrator. If the Provider's Workbook/Invoice is not properly filled out and complete it may cause the Provider's reimbursement to be delayed. Faxes and hand delivered invoices will not be accepted. All submissions must be made electronically. The Provider shall submit a completed monthly NMCD Workbook containing the signed NMCD invoice with thirty (30) days of services rendered in the prior month.

When billing for services, the Provider shall comply with all requirements and obligations of the NMCD billing system, applicable and federal state laws and regulations. All services rendered and any services billed for under this program must comply with all applicable requirements for that Service Code and Modifier including but not limited to, Service Requirements, Program Requirements, Provider Requirements, Staffing Requirements, Documentation Requirements, Treatment Standards, Treatment Units, Treatment Duration, Service

Definition/CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier requirements, as well as any other applicable requirement for such service.

Note: The scope of the services that NMCD will or will not reimburse for is subject to change without notice due to the constraints on the state budget, funding cuts and lack of appropriations from the State of New Mexico Legislature. Should this occur, NMCD will advise Provider, as soon as practicable.

COMPENSATION

CLAIMS

When the Provider submits claims for billing under this program, the Provider's State Agency Fee Schedule will set forth the permitted billing codes, including but not limited to, CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier, and Rates under which the Provider may submit claims for this program. When submitting claims, the provider shall comply with all requirements and obligations in the NMCD claims system, applicable federal and state laws and regulations. All services rendered and any submitted claims must comply with all applicable requirements for that service including but not limited to, Service Requirements, Program Requirements, Provider Requirements, Staffing Requirements, Documentation Requirements, Treatment Standards, Treatment Units, Treatment Duration, Service Definition/CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier requirements, as well as any other applicable requirement for such service and claim.

Note: The scope of the services that NMCD will or will not reimburse for is subject to change without notice due to the constraints on the state budget, funding cuts and lack of appropriations from the State of New Mexico Legislature. Should this occur, NMCD will advise Provider, as soon as practicable.

CONFLICT

Conflict Between Documents To the extent that a provision of this Attachment A Scope of Work conflicts with a provision in the Agreement, this Attachment A Restated and Amended Scope of Work shall govern.

SCOPE OF WORK #4

NMCD – Gender Specific Transitional Living Centers

The provider shall perform the work described in the Scope of Work; which is hereby incorporated and made a part of the agreement.

PROGRAM DESCRIPTION The New Mexico Corrections Department Probation and Parole Division is seeking proposals to provide for gender specific transitional housing with supportive services for both male and female offenders reentering the community from incarceration or otherwise displaced in the community. Housing placement is intended as transitional until the offender obtains stable income or employment, appropriate housing, state issued identification, substance, mental health or other programming needs and community involvement. The goal of the services is to move the defendant from transitional to independent living arrangements with appropriate services in place.

For the purpose of this RFP, Transitional Housing is defined as a NMCD funded program that provides temporary (generally up to twelve (12) months) housing for offenders in need of a stable living environment and provides support for a transition to independent living. Supportive Services include, but are not limited to, case management, structured daily schedules, phased supervision levels, community referrals, transportation, employment support/training, and life skills education.

PROGRAM AND PERFORMANCE MEASURES

Provider shall meet the following performance measures and failure to meet said performance measures can result in penalties.

- i. All providers will be held to specific performance review criteria over the life of the contract to ensure that project deliverables as outlined in the RFP and attested to in the Scope of Work are being met. Review of program deliverables will occur at least quarterly.

- j. Provider shall perform an initial assessment, provide a program orientation and create a Service Plan for each offender within two (2) business days of program entry, if not prior.
- k. Provider shall ensure that 100% of residents have a collaborative Service Plan which shall be approved by PPD.
- l. Provider shall ensure that 100% of residents enter into programming for independent living.
- m. Provider shall provide a written response to each referral from NMCD within fourteen (14) business days of receipt.
- n. By the end of each quarter, all beds shall be filled to at least 80% occupancy, unless the number of referrals provided by PPD is not adequate to support the 80% utilization rate.
- o. Provider shall ensure that the contracted bed housing capacity is available for occupancy within seven (7) day notice at a rate of 100%.
- p. Provider shall provide employment assistance, including interviewing skills and completing employment applications to a minimum of 90% of all offenders referred by a PPO.

If Provider fails to successfully meet a performance measure, Provider shall be liable to the Agency for liquidated damages in the amount of money associated with that performance measure as follows:

- i. Any costs incurred by NMCD to secure alternative housing shall be credited back to NMCD in the current billing month.
- ii. Any costs for food associated with the per diem rate shall be credited to NMCD if the program menu is not approved by a licensed dietician, nor served within the approved variation of the menu.

Performance measures will be evaluated at the time of the program audit and any subsequent follow up audits.

NMCD may withhold payment on any amounts, which it determines are not a part of the Provider's approved payment schedule.

NMCD may withhold payments if the Provider is thirty (30) days delinquent in submitting to the Agency reports and offender data which are required of this contract.

If Provider fails to provide services in accordance with professional standards of care, Provider will not be paid for such services, or if such services have already been paid for by the NMCD or another agency, Provider shall refund the payment for such services to NMCD.

NMCD shall notify the Provider of the amount of the withholding/liquidated damages/refund and the reason therefore within thirty (30) days of such withholding/liquidated damages/refund. Provider may appeal such withholding/liquidated

damages/refund and submit justification to NMCD with thirty (30) days of notice of such withholding/liquidated damages/refund. The decision of NMCD shall be final.

In the event that liquidated damages are assessed or a refund is requested, NMCD may choose to deduct the liquidated damages or refund from a subsequent payment or the Provider will credit or pay the liquidated damages or refund within thirty (30) days of termination of contract.

SERVICES		
Halfway House/Transitional Living: Provider is contracted to provide the following services to NMCD offenders, as referred by the Probation and Parole Officer (PPO).		
Program Location		Expected Capacity
		As referred by PPO
		Funding Stream
		NMCD
Services Codes:	Modifier	Definition
		Halfway House
NOTES: Placement shall typically be for a six (6) month period, but may be extended upon the request and approval of the local PPD office.		

- Halfway House/Transitional Housing:** The goals of all NMCD funded gender specific transitional housing programs are to support offenders in community reintegration/reentry and/or displacement to assist in maintaining public safety by offering an array of services and to reduce offender recidivism through on-site programming specifically designed for female or male gender specific needs, treatment and housing.

Transitional housing sites may be in the form of apartments (shared or single) within the community (with full or partial rental assistance), large-scale transitional housing sites or houses with shared rooms or apartments.

Generally transitional housing programs shall provide temporary housing to offenders for no more than twelve (12) months while supporting and encouraging the offender to move to independent living. The Department recognizes that some individuals may require placement in a long-term community setting for the duration of their time under NMCD supervision due to significant medical or mental health needs.

Service is inclusive of provisions for room and board assistance with daily living activities, such as locating employment, developing vocational/employment skills, and securing permanent housing. Service also requires the following administrative components to be implemented:

- iii. Provide twenty-four (24) hour supervision by staff for all offenders;
- iv. At the time of admission, provide offenders with (a) program rules, disciplinary action, and grievance procedures; (b) written policy and procedure for conducting searches of residents and all areas of the facility in order to control contraband and locate missing or stolen property; (c) written policy and procedure for responding absconder; (d) written policy and procedure on the use of physical force-restricting, including its use to instances of justifiable self-protection, protection of others, prevention of property damage, and only to the degree of necessary and in accordance with appropriate statutory authority; and (e) written policy and procedure prohibiting the use of personal abuse and corporal punishment, and specifically noting that offenders are not subject to unusual punishment, mental abuse, or punitive interference with the daily functions of living, such as eating or sleeping;
- v. Notify the PPO or PPD Response Center within twenty-four (24) hours of program violations and immediately in the event an offender violates their curfew or fails to report back to the facility after an approved activity;
- vi. Maintain written safety and emergency policy and procedures, conduct quarterly emergency evacuation/fire drills under varied conditions, annual inspections by local or state fire officials or other qualified person(s), and test the fire detection system on a regular basis; services or evaluation, including Emergency Services, Provider agrees to refer offender to his/her primary care physician or another Practicing Provider in accordance with the terms and conditions of offender's Benefit Plan, if any, if applicable. A offender requiring Emergency Services shall also be referred to the "9-1-1" emergency response system, as appropriate.
- vii. NMCD will review offenders length of stay every (6) months for determination to extend length of stay.
- viii. NMCD reserves the right to conduct searches of the facility.
- ix. Proposed programs will be required to consider sex offenders on a case-by case basis and provide intensive services on site (substance abuse and/or mental health support, life skills, education, relapse prevention, employment support etc.)

Access to Care: Provider shall ensure that offenders have timely and reasonable access to services and shall at all times be reasonably available to offenders as is appropriate. If provider is unavailable when offenders call, instructions must be provided for NMCD referring the offender to another provider. Provider shall arrange for an answering machine or service that shall provide the

office hours and emergency information and be capable of receiving messages 24 hours a day, 7 days a week, 365 days a year.

In addition, services provided under this Scope of Work shall be available evenings and weekends to accommodate work and school schedules of offenders; and must be available for a full twelve month period based on referrals from the Probation/Parole District Office.

REPORTING REQUIREMENTS

Provider shall comply with all reporting qualitative and quantitative requirements, as required and requested by NMCD. Reporting performance measure shall include but are not limited to the following:

19. Provider shall provide the local District Probation/Parole Office a monthly written report on each offender detailing the services being provided, the offenders attendance, behavior while participating in the programming, progress, treatment prognosis, and other information as requested and deemed appropriate by the Probation/Parole Officer (PPO) by the 5th day of the month, and for the prior month (an Individual Monthly Progress Report).
20. In addition, the provider shall ensure the following services are rendered and submit the following documentation/reports (that are satisfactory to the PPO) in the timeframes listed for all offenders to the local Probation/Parole District Offices as follows:
 - xix. Provider shall ensure that all offenders are scheduled for a program intake within seven (7) days following the date of referral by the PPO.
 - xx. Provider shall ensure: a minimum of 80% of all offenders are scheduled to receive clinical interview and assessment within two (2) days of program intake date; and that all offenders are scheduled to receive a clinical interview and assessment within five (5) days of program intake date, as verified by the dates on corresponding documentation.
 - xxi. Provider shall complete an Individual Treatment Plan for each offender and deliver to the PPO within fourteen (14) days of the offender's arrival to the agency.
 - xxii. Provider shall complete an Individual Program Violation Report for each offender, including missed appointments, suspected or actual substance abuse, the use of physical restraint, the need for emergency medical care during programming, and other behaviors or incidents identified by the Provider within twenty-four (24) hours of their respective occurrence, or sooner depending on the severity of the violation. Verbal notification shall be provided within two (2) hours of a serious critical incident.

- xxiii. Provider shall submit an Individuals Discharge Summary Report to the PPO within five (5) days of the offender's successful completion.
 - xxiv. Provider shall submit an Aftercare Recommendation report to the PPO within ten (10) days of the offender's successful completion.
21. Provider shall submit to the local Probation/Parole District Office the following documentation, prior to discharge of offender.
 - i. Individual Substance Abuse Relapse Prevention Plans.
 - ii. Sex Offender Written Relapse Prevention Plans (if applicable)
 - iii. Individual Discharge Summary/Aftercare Recommendations
 22. Provider shall participate in an outcome evaluation of offenders served by the program.
 23. Provider shall maintain confidential all criminal history information provided by NMCD for the purposes of determining programming and shall return all criminal history information to the NMCD upon program discharge. This information includes but is not limited to the Pre and Post Sentence Report, FBI Rap Sheet, Police Reports, Judgment and Sentence, and Institutional History.
 24. Provider shall conduct a character and criminal background investigation on all current and potential employees at the time of initial application and periodically, as requested by NMCD. A history of involvement with the criminal justice system will not automatically disqualify an individual from employment, unless otherwise stipulated by federal, state and local laws and regulations. However, the Provider must contact the Community Corrections office prior to extending a job offer to any candidate for employment that has a criminal history for review and consultation. Provider shall also have policies and procedures in place for determining an applicant's or employee's appropriateness for employment.

INVOICE

When the Provider submits invoices, the Provider agrees to use the NMCD approved and provide all required reporting and backup documentation related thereto. The NMCD Workbook may be changed from time to time. The Provider's Workbook and necessary documentation (sign-in sheets, receipts, etc.) must be complete and submitted electronically to the Community Corrections Administrative Office in care of NMCD Community Corrections Administrator. If the Provider's Workbook/Invoice is not properly filled out and complete it may cause the Provider's reimbursement to be delayed. Faxes and hand delivered invoices will not be accepted. All submissions must be made electronically. The Provider shall submit a completed monthly NMCD Workbook containing the signed NMCD invoice with thirty (30) days of services rendered in the prior month.

When billing for services, the Provider shall comply with all requirements and obligations of the NMCD billing system, applicable and federal state laws and regulations. All services rendered and any services billed for under this program must comply with all applicable requirements for that Service Code and Modifier including but not limited to, Service Requirements, Program Requirements, Provider Requirements, Staffing Requirements, Documentation Requirements,

Treatment Standards, Treatment Units, Treatment Duration, Service Definition/CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier requirements, as well as any other applicable requirement for such service.

Note: The scope of the services that NMCD will or will not reimburse for is subject to change without notice due to the constraints on the state budget, funding cuts and lack of appropriations from the State of New Mexico Legislature. Should this occur, NMCD will advise Provider, as soon as practicable.

COMPENSATION

CLAIMS

When the Provider submits claims for billing under this program, the Provider's State Agency Fee Schedule will set forth the permitted billing codes, including but not limited to, CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier, and Rates under which the Provider may submit claims for this program. When submitting claims, the provider shall comply with all requirements and obligations in the NMCD claims system, applicable federal and state laws and regulations. All services rendered and any submitted claims must comply with all applicable requirements for that service including but not limited to, Service Requirements, Program Requirements, Provider Requirements, Staffing Requirements, Documentation Requirements, Treatment Standards, Treatment Units, Treatment Duration, Service Definition/CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier requirements, as well as any other applicable requirement for such service and claim.

Note: The scope of the services that NMCD will or will not reimburse for is subject to change without notice due to the constraints on the state budget, funding cuts and lack of appropriations from the State of New Mexico Legislature. Should this occur, NMCD will advise Provider, as soon as practicable.

CONFLICT

Conflict Between Documents To the extent that a provision of this Attachment A Scope of Work conflicts with a provision in the Agreement, this Attachment A Restated and Amended Scope of Work shall govern.

SCOPE OF WORK #5

NMCD – Life Skills Outpatient Program

The provider shall perform the work described in the Scope of Work; which is hereby incorporated and made a part of the agreement.

PROGRAM DESCRIPTION

Provider shall render a comprehensive array of behavioral health and/or life maintenance services for individuals under NMCD supervision probation or parole, and individuals discharging from prison or jail to community supervision. All services must be delivered and provided by adequately trained, licensed and qualified staff in accordance with all the applicable credentialing and licensing requirements, and in compliance with the NMCD, as follows:

Provider shall provide:

PREA Compliance: The Contractor shall follow and enforce the Department’s Prison Rape Elimination Act (PREA) policies which mandate reporting and treatment for abuse or neglect of all inmates in the secure institutions. *The Prison Rape Elimination Act (PREA) is federal law, Public Law 108-79, signed into law in September 2003 by the President of the United States and now designated as 42 USC § 15601. PREA establishes a zero- tolerance standard against sexual assaults and rapes of incarcerated persons of any age. This makes the prevention of sexual assault in Department institutions a top priority. PREA sets a standard that protects the Eighth Amendment right (Constitutional right prohibiting cruel or unusual punishment) of Federal, State, and local inmates.*

Life Skills:

- 1) How to apply for a job
- 2) How to make a budget
- 3) How to pay bills
- 4) How to clean house
- 5) How to cook

- 6) How to eat healthy
- 7) Teach basic computer skills
- 8) How to buy Life and Health insurance
- 9) Personal Hygiene
- 10) How to pay taxes
- 11) VA benefits
- 12) How to grocery shop
- 13) How to wash clothes
- 14) Social Security benefits
- 15) How to look for work
- 16) How to interview for a job

A. Financial Assistance

Provider shall provide financial assistance to offenders on a state-wide basis to assist offenders on probation or parole to support their success in complying with ordered conditions. Financial assistance may include, but not limited to rental assistance, travel expenses, food/meals, and lodging assistance.

Provider shall work closely with the offender's assigned Probation and Parole Officer who will request assistance on behalf of the offender, as deemed appropriate.

Provider shall maintain an on-going account of any financial assistance provided to offenders, utilizing generally accepted accounting practices. Requests for assistance may be made by any Probation and Parole Officer supervising an eligible program offender statewide, but must have the approval of the local Region Manager and/or the local PPD Officer Supervisor.

B. Eligibility for Services

Provider shall provide financial assistance based on a direct referral from the PPD office. Access to financial assistance will be in response to a written referral from Probation and Parole Officer, approved by Probation and Parole Region Manager and /or Probation and Parole Supervisor. Requests for funding can also be initiated and approved by Community Corrections Administrative Office Administrator or designee.

C. Access to Financial Assistance

Provider shall ensure that access to financial assistance is timely. If provider is unavailable when Probation and Parole Officer call, provider shall have an answering machine or service that provide the office hours and emergency information and be capable of receiving messages 24 hours a day.

D. PERFORMANCE MEASURES

Provider shall meet the following performance measures when services are provided:

1. Provider shall assist offenders in commencing search for full or part-time employment and/or education at a rate of 92% within five (5) days of referral. Commencement of search shall be documented in individual offender files. The contractor will provide job readiness

seminars statewide. The contractor will maintain sign-in sheets of attendees for the duration of the contract period.

2. Upon receipt on an approved request, Provider shall ensure that financial assistance is provided at a rate of 80% within three (3) working days, as verified by the request form and expenditure forms.

3. Upon receipt on an approved request, Provider shall ensure that financial assistance is provided at a rate of 96% within five (5) working days, as verified by the request form and expenditure forms.

Performance measures will be evaluated at the time of the program audit and any subsequent follow-up audits. Failure to comply with performance measures can result in potential penalties.

REPORTING REQUIREMENTS

Provider shall comply with all reporting qualitative and quantitative requirements, as required and requested by NMCD. Reporting performance measure shall include but are not limited to the following:

25. Provider shall provide the local Probation/Parole District Office a monthly written report on each offender detailing the services being provided, the offenders attendance, behavior while participating in the programming, progress, treatment prognosis, and other information as requested and deemed appropriate by the Probation/Parole Officer (PPO) by the 5th day of the month, and for the prior month (an Individual Monthly Progress Report).
26. In addition, the provider shall ensure the following services are rendered and submit the following documentation/reports (that are satisfactory to the PPO) in the timeframes listed for all offenders to the local Probation/Parole District Offices as follows:
 - xxv. Provider shall ensure that all offenders are scheduled for a program intake within seven (7) days following the date of referral by the PPO.
 - xxvi. Provider shall ensure: a minimum of 80% of all offenders are scheduled to receive clinical interview and assessment within two (2) days of program intake date; and that all offenders are scheduled to receive a clinical interview and assessment within five (5) days of program intake date, as verified by the dates on corresponding documentation.
 - xxvii. Provider shall complete an Individual Treatment Plan for each offender and deliver to the PPO within ten (10) days of the offender's arrival to the agency.
 - xxviii. Provider shall complete an Individual Program Violation Report for each offender, including missed appointments, suspected or actual substance abuse, the use of physical restraint, the need for emergency medical care during programming, and other behaviors or incidents identified by the Provider within twenty-four (24) hours of their respective

- occurrence, or sooner depending on the severity of the violation. Verbal notification shall be provided within two (2) hours of a serious critical incident.
- xxix. Provider shall submit an Individuals Discharge Summary Report to the PPO within five (5) days of the offender's successful completion.
 - xxx. Provider shall submit an Aftercare Recommendation report to the PPO within ten (10) days of the offender's successful completion.
27. Provider shall submit to the local Probation/Parole District Office the following documentation, prior to discharge of offender.
- i. Individual Substance Abuse Relapse Prevention Plans.
 - ii. Sex Offender Written Relapse Prevention Plans (if applicable)
 - iii. Individual Discharge Summary/Aftercare Recommendations
28. Provider shall participate in an outcome evaluation of offenders served by the program.
29. Provider shall maintain confidential all criminal history information provided by NMCD for the purposes of determining programming and shall return all criminal history information to the NMCD upon program discharge. This information includes but is not limited to the Pre and Post Sentence Report, FBI Rap Sheet, Police Reports, Judgment and Sentence, and Institutional History.
30. Provider shall conduct a character and criminal background investigation on all current and potential employees at the time of initial application and periodically, as requested by NMCD. A history of involvement with the criminal justice system will not automatically disqualify an individual from employment, unless otherwise stipulated by federal, state and local laws and regulations. However, the Provider must contact the Community Corrections office prior to extending a job offer to any candidate for employment that has a criminal history for review and consultation. Provider shall also have policies and procedures in place for determining an applicant's or employee's appropriateness for employment.

INVOICE

When the Provider submits invoices, the Provider agrees to use the NMCD approved and provide all required reporting and backup documentation related thereto. The NMCD Workbook may be changed from time to time. The Provider's Workbook and necessary documentation (sign-in sheets, receipts, etc.) must be complete and submitted electronically to the Community Corrections Administrative Office in care of NMCD Community Corrections Administrator. If the Provider's Workbook/Invoice is not properly filled out and complete it may cause the Provider's reimbursement to be delayed. Faxes and hand delivered invoices will not be accepted. All submissions must be made electronically. The Provider shall submit a completed monthly NMCD Workbook containing the signed NMCD invoice with thirty (30) days of services rendered in the prior month.

When billing for services, the Provider shall comply with all requirements and obligations of the NMCD billing system, applicable and federal state laws and regulations. All services rendered and

any services billed for under this program must comply with all applicable requirements for that Service Code and Modifier including but not limited to, Service Requirements, Program Requirements, Provider Requirements, Staffing Requirements, Documentation Requirements, Treatment Standards, Treatment Units, Treatment Duration, Service Definition/CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier requirements, as well as any other applicable requirement for such service.

Note: The scope of the services that NMCD will or will not reimburse for is subject to change without notice due to the constraints on the state budget, funding cuts and lack of appropriations from the State of New Mexico Legislature. Should this occur, NMCD will advise Provider, as soon as practicable.

COMPENSATION

CLAIMS

When the Provider submits claims for billing under this program, the Provider's State Agency Fee Schedule will set forth the permitted billing codes, including but not limited to, CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier, and Rates under which the Provider may submit claims for this program. When submitting claims, the provider shall comply with all requirements and obligations in the NMCD claims system, applicable federal and state laws and regulations. All services rendered and any submitted claims must comply with all applicable requirements for that service including but not limited to, Service Requirements, Program Requirements, Provider Requirements, Staffing Requirements, Documentation Requirements, Treatment Standards, Treatment Units, Treatment Duration, Service Definition/CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier requirements, as well as any other applicable requirement for such service and claim.

Note: The scope of the services that NMCD will or will not reimburse for is subject to change without notice due to the constraints on the state budget, funding cuts and lack of appropriations from the State of New Mexico Legislature. Should this occur, NMCD will advise Provider, as soon as practicable.

CONFLICT

Conflict Between Documents To the extent that a provision of this Attachment A Scope of Work conflicts with a provision in the Agreement, this Attachment A Restated and Amended Scope of Work shall govern.

SCOPE OF WORK #6

NMCD – Mental Health – Special Needs Outpatient Programs

The provider shall perform the work described in the Scope of Work; which is hereby incorporated and made a part of the agreement.

PROGRAM DESCRIPTION

Provider shall render a comprehensive array of behavioral health and/or life maintenance services for individuals under NMCD supervision the community, probation or parole, and individuals discharging from prison or jail to community supervision. All services must be delivered and provided by adequately trained, licensed and qualified staff in accordance with all the applicable credentialing and licensing requirements, and in compliance with the NMCD, as follows:

Provider shall provide:

PREA Compliance: The Contractor shall follow and enforce the Department’s Prison Rape Elimination Act (PREA) policies which mandate reporting and treatment for abuse or neglect of all inmates in the secure institutions. *The Prison Rape Elimination Act (PREA) is federal law, Public Law 108-79, signed into law in September 2003 by the President of the United States and now designated as 42 USC § 15601. PREA establishes a zero- tolerance standard against sexual assaults and rapes of incarcerated persons of any age. This makes the prevention of sexual assault in Department institutions a top priority. PREA sets a standard that protects the Eighth Amendment right (Constitutional right prohibiting cruel or unusual punishment) of Federal, State, and local inmates.*

Mental Health Special Needs Services: As applicable, the Provider shall render mental health services that meet the terms and conditions for coverage pursuant to the Member’s Benefit Plan, including such conditions as Medically Necessary and proper authorization, and in accordance with the Provider Manual, Protocols, and applicable laws and regulations.

Pharmacological Support: If the Provider is licensed, or holds a special permit, to hold and dispense medications from the New Mexico Pharmacy Board or other applicable licensing board, then the Provider may provide such pharmacological support as it is legally permitted to effectively meet the needs of offenders, as deemed appropriate.

Other Provider Requirements:

Resource Management: Provider shall work in collaboration with NMCD and community resources to ensure the needs of offenders are effectively being met by discussing progress and problems of individual offenders and to share information. Efforts dedicated to the documentation and/or production of services rendered, month attendance and progress reports are excluded.

Enrollment: Enrollment is based on ordered conditions, known history and needs assessment. The primary treatment modality will be group counseling.

Insurance: In addition to the insurance requirements in the Provider Agreement, Provider must maintain liability insurance and appropriate leasehold insurance.

ELIGIBILITY FOR SERVICES

9. Provider shall render services to offenders who meet the following eligibility criteria, in accordance with NMCD:

- i. Be a convicted adult felony or misdemeanor offender
- ii. Be assessed high needs; and
- iii. Be directly referred by the local Probation and Parole District (PPD) office.

10. Provider shall serve offenders based on a direct referral from the PPD Office. Access to services will be on the basis of an electronic referral by the PPD office. A written referral will be required from the PPD when the electronic referral system is inoperative or unavailable. Evidence of the referral must be located in the clinical record of the offender.

11. Provider shall render services to offenders, based on the following:

- i. A clinical assessment and treatment plan for clinical services;
- ii. A service needs assessment and service plan for non-clinical services/care; and
- iii. Encourage family involvement in treatment with the goal of, (a) helping families of offenders acquire techniques to enable meaningful interaction with the adult offender and, (b) assisting the adult offender and his family in understanding their roles and relationships as part of the solution in keeping the adult offender from future interaction with the criminal justice system.

12. Provider shall develop services based on evidence-based practices that are proven to be successful through research methodology and have produced consistently positive patterns of results, such as group treatment for substance abuse, Motivational Interviewing Therapy and Stages of Change Theory. The following criteria shall be utilized for the implementation of EBPs:

- i. At least one randomized clinical trial that has shown this practice to be effective;

- ii. The practice either targets behaviors or shows good effect on behaviors that are generally accepted outcomes; and
- iii. The practice should be specific to the treatment organizations population, including racial, linguistic, geographic and cultural factors – including characteristics specific to the offender population.

PROVIDER’S DUTIES OF CARE

Protocols: Provider agrees to comply with the Provider Manual, as revised from time to time, which is incorporated herein by this reference including but not limited to NMCD’s fraud and abuse compliance plan, policies, procedures, and offender grievances and rights.

Continuity of Care; Referral to Other Health Professionals: Provider shall furnish these services in a manner providing continuity of care and ready referral of offenders to other Providers at times as may be appropriate and consistent with the standards of care in the community. If an offender requires additional services or evaluation, including Emergency Services, Provider agrees to refer offender to his/her primary care physician or another Participating Provider in accordance with the terms and conditions of offender’s Benefit Plan, if any, if applicable. An offender requiring Emergency Services shall also be referred to the “9-1-1” emergency response system, as appropriate.

Access to Care: Provider shall ensure that offenders have timely and reasonable access to services and shall at all times be reasonably available to offenders as is appropriate. If Provider is unavailable when offenders call, instructions must be provided for NMCD referring the offender to another Provider. Provider shall arrange for an answering machine or service that shall provide the office hours and emergency information and be capable of receiving messages 24 hours a day, 7 days a week, 365 days a year.

In addition, services provided under this Scope of Work shall be available evenings and weekends to accommodate work and school schedules of offenders; and must be available for a full twelve month period based on referrals from the Probation-Parole District Office.

REPORTING REQUIREMENTS

Provider shall comply with all reporting qualitative and quantitative requirements, as required and requested by NMCD. Reporting performance measure shall include but are not limited to the following:

- 31. Provider shall provide the local District Probation/Parole Office a monthly written report on each offender detailing the services being provided, the offenders attendance, behavior while participating in the programming, progress, treatment prognosis, and other information as requested and deemed appropriate by the Probation/Parole Officer (PPO) by the 5th day of the month, and for the prior month (an Individual Monthly Progress Report).
- 32. In addition, the provider shall ensure the following services are rendered and submit the following documentation/reports (that are satisfactory to the PPO) in the timeframes listed for all offenders to the local Probation/Parole District Offices as follows:

- xxxi. Provider shall ensure that all offenders are scheduled for a program intake within seven (7) days following the date of referral by the PPO.
 - xxxii. Provider shall ensure: a minimum of 80% of all offenders are scheduled to receive clinical interview and assessment within two (2) days of program intake date; and that all offenders are scheduled to receive a clinical interview and assessment within five (5) days of program intake date, as verified by the dates on corresponding documentation.
 - xxxiii. Provider shall complete an Individual Treatment Plan for each offender and deliver to the PPO within ten (10) days of the offender's arrival to the agency.
 - xxxiv. Provider shall complete an Individual Program Violations Report for each offender, including missed appointments, suspected or actual substance abuse, the use of physical restraint, the need for emergency medical care during programming, and other behaviors or incidents identified by the Provider within twenty-four (24) hours of their respective occurrence, or sooner depending on the severity of the violation. Verbal notification shall be provided within two (2) hours of a serious critical incident.
 - xxxv. Provider shall submit an Individuals Discharge Summary Report to the PPO within five (5) days of the offender's successful completion.
 - xxxvi. Provider shall submit an Aftercare Recommendation report to the PPO within ten (10) days of the offender's successful completion.
33. Provider shall submit to the local Probation/Parole District Office the following documentation, prior to discharge of offender.
- i. Mental Health Relapse Prevention Plans.
 - ii. Sex Offender Written Relapse Prevention Plans (if applicable)
 - iii. Individual Discharge Summary/Aftercare Recommendations
34. Provider shall participate in an outcome evaluation of offenders served by the program.
35. Provider shall maintain confidential all criminal history information provided by NMCD for the purposes of determining programming and shall return all criminal history information to the NMCD upon program discharge. This information includes but is not limited to the Pre and Post Sentence Report, FBI Rap Sheet, Police Reports, Judgment and Sentence, and Institutional History.
36. Provider shall conduct a character and criminal background investigation on all current and potential employees at the time of initial application and periodically, as requested by NMCD. A history of involvement with the criminal justice system will not automatically disqualify an individual from employment, unless otherwise stipulated by federal, state and local laws and regulations. However, the Provider must contact the Community Corrections office prior to extending a job offer to any candidate for employment that has a criminal history for review and consultation. Provider shall also

have policies and procedures in place for determining an applicant's or employee's appropriateness for employment.

SUPERVISORY PROTOCOL FOR LADAC LICENSED PRACTITIONER

Provider shall follow this Supervisory Protocol for its LADAC practitioner (LADAC Clinician). When providing services under this Scope of Work, the LADAC Clinician may be reimbursed when the services are within his legal scope of practice and provided in accordance with this SOW and Agreement. For purposes of this Scope of Work, the Collaborative has directed that the LADAC Clinician be "credentialed" in NMCD's provider network. This is an exception to national credentialing standards; consequently, the LADAC clinician is referred to as the non-credentialed licensed LADAC.

- I. NMCD will provide benefit coverage determinations to a fully credentialed participating Provider (referred to as Supervising Clinician) designated to provide clinical supervision to LADAC Clinician. The Provider has two individuals that can serve as a Supervising Clinician.
- II. At all times, the Supervising Clinician shall require the Non-credentialed licensed LADAC Clinician to comply with the protocols and requirements of NMCD and the requirements of all applicable regulatory authorities.
- III. The approved Provider will conduct primary source verification of the Non-credentialed licensed LADAC Clinician's training and education including but not limited to:
 - A. Professional license eligibility
 - B. Minimum of Master's degree in behavioral health or counseling-related field
 - C. Work history – any gaps six months or longer are accounted for
 - D. Past or existing complaints and/or investigations
 - E. Specialized Training, where applicable
- IV. Non-credentialed licensed LADAC Clinicians will practice within the scope of their training and licensing Board requirements; and abide by all ethical principles and conduct of their discipline's licensing Board, of their Supervising Clinician and of their relevant professional association with which they are affiliated.
- V. Offenders must be informed that they are being treated by a licensed LADAC Clinician and must sign a written consent to this effect. This Consent form must be maintained in the offenders file.
- VI. Supervision of Non-credentialed licensed LADAC Clinicians are subject to the following requirements:
 - A. Supervising Clinicians who are independently licensed and in good standing in the NMCD Network, will provide supervision of Non-credentialed licensed LADAC Clinicians.
 - B. The Supervising Clinician must have regular (regular to be defined as at a minimum weekly or biweekly) one-on-one supervision with the Non-credentialed LADAC Clinician to review treatment provided to Members on an ongoing basis. Supervision must be documented in a manner where NMCD can access the information electronically, manually or via direct audit of the Member's chart.
 - C. Supervising Clinicians will co-sign treatment plans

- D. There must be a current, written policy addressing the supervisory protocol utilized at the clinic.
- VII. Billing for services must be submitted by the provider and indicate the Non-credentialed practitioner in the rendering provider box on the claim. Additionally, all Non-Independent practitioners rendering services must have their own individual Share Vendor ID number on file with NMCD for tracking purposes.
- VIII. NMCD may periodically conduct chart audits to ensure compliance with NMCD policies and procedures.
- IX. At the request of NMCD, on no more than a bi-annual basis, LADAC Provider will provide in writing within 30 days of request, a listing of all Non-credentialed LADAC Clinicians employed by LADAC Provider rendering treatment to NMCD members.

INVOICE

When the Provider submits invoices, the Provider agrees to use the NMCD approved and provide all required reporting and backup documentation related thereto. The NMCD Workbook may be changed from time to time. The Provider's Workbook and necessary documentation (sign-in sheets, receipts, etc.) must be complete and submitted electronically to the Community Corrections Administrative Office in care of NMCD Community Corrections Administrator. If the Provider's Workbook/Invoice is not properly filled out and complete it may cause the Provider's reimbursement to be delayed. Faxes and hand delivered invoices will not be accepted. All submissions must be made electronically. The Provider shall submit a completed monthly NMCD Workbook containing the signed NMCD invoice with thirty (30) days of services rendered in the prior month.

When billing for services, the Provider shall comply with all requirements and obligations of the NMCD billing system, applicable and federal state laws and regulations. All services rendered and any services billed for under this program must comply with all applicable requirements for that Service Code and Modifier including but not limited to, Service Requirements, Program Requirements, Provider Requirements, Staffing Requirements, Documentation Requirements, Treatment Standards, Treatment Units, Treatment Duration, Service Definition/CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier requirements, as well as any other applicable requirement for such service.

Note: The scope of the services that NMCD will or will not reimburse for is subject to change without notice due to the constraints on the state budget, funding cuts and lack of appropriations from the State of New Mexico Legislature. Should this occur, NMCD will advise Provider, as soon as practicable.

COMPENSATION

CLAIMS

When the Provider submits claims for billing under this program, the Provider's State Agency Fee Schedule will set forth the permitted billing codes, including but not limited to,

CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier, and Rates under which the Provider may submit claims for this program. When submitting claims, the provider shall comply with all requirements and obligations in the NMCD claims system, applicable federal and state laws and regulations. All services rendered and any submitted claims must comply with all applicable requirements for that service including but not limited to, Service Requirements, Program Requirements, Provider Requirements, Staffing Requirements, Documentation Requirements, Treatment Standards, Treatment Units, Treatment Duration, Service Definition/CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier requirements, as well as any other applicable requirement for such service and claim.

Note: The scope of the services that NMCD will or will not reimburse for is subject to change without notice due to the constraints on the state budget, funding cuts and lack of appropriations from the State of New Mexico Legislature. Should this occur, NMCD will advise Provider, as soon as practicable.

CONFLICT

Conflict Between Documents To the extent that a provision of this Attachment A, Scope of Work conflicts with a provision in the Agreement, this Attachment A Restated and Amended Scope of Work shall govern.

SCOPE OF WORK #7

NMCD – Residential Treatment Sex Offender

The provider shall perform the work described in the Scope of Work; which is hereby incorporated and made a part of the agreement.

PROGRAM DESCRIPTION The New Mexico Corrections Department Probation and Parole Division is seeking proposals to provide Inpatient/Residential Sex Offender Treatment with supportive services for both male and female offenders reentering the community from incarceration or displacement in the community.

Provider shall render a comprehensive array of behavioral health and/or life maintenance services for individuals under NMCD supervision the probation or parole, and individuals discharging from prison or jail to community supervision or otherwise displaced in the community. All services must be delivered and provided by adequately trained, licensed and qualified staff in accordance with all the applicable credentialing and licensing requirements, and in compliance with the NMCD, as follows:

Provider shall provide the following services in an inpatient setting:

1. Service Provider must have been in the business of providing certified sex offender therapy for a minimum of five (5) years.

2. Service Provider shall provide qualified staff to implement this project. Staff shall be licensed in the State of New Mexico in any of the following fields: licensed psychologist, licensed professional counselor (LPC), licensed clinical social worker (LCSW), LMSWACP, and/or as a Registered Sex Offender Treatment Provider. A copy of such license shall be provided to NMCD prior to initiating services. Service Provider shall ensure that all staff providing direct services will have and maintain the specific license(s) and/or certification(s) during the term of the contract. Licenses and/or certifications shall be made available for review by NMCD.

3. Service Provider shall provide therapeutic services in the offender's language of literacy.

4. Service Provider shall provide individualized and group counseling services to individuals referred by NMCD. Provider shall, provide all necessary personnel, equipment, materials, supplies, facilities, and services to meet the specifications described in this RFP.

5. The Program's ultimate treatment goal shall be to reduce the tendencies of future sexually abusive behavior. In order to reach this goal, the Offender must:

- a) Accept responsibility for behavior without excuses, rationalizations, minimization or projection;
- b) Increase offender's awareness to understand the consequences of his/her sexually offensive behavior on the victim(s) and/or others;
- c) Identify factors that influence and perpetuate offending behaviors, i.e. describe his/her sex offender cycle; d) Develop more appropriate coping mechanisms to reduce the possibility of further sexual abuse and to increase the likelihood of a satisfactory and productive life while respecting the rights of others; (i.e. develop an individualized relapse prevention plan).

6. Service Provider will establish and implement Policies and Procedures for offenders entering treatment to include:

- a) Initial assessment;
- b) Group treatment contract;
- c) Policy Handbook and participation requirements for the offender's use;
- d) Timely recording of offender's progress notes, costs, attendance (including no-show fees);
- e) Inappropriate group candidates, referral to a Probation and Parole Officer; and
- f) Recommendation for clinical polygraph.

If Service Provider fails to establish policies sufficient for compliance of this section, Department has the right to determine the appropriate payment for services, at its discretion.

7. Assessment Phase

Consists of a comprehensive clinical interview of each referred offender, review of other reports and evaluation as available, completion of questionnaires, and an objective measure of sexual interest; the Abel Assessment. Individual treatment goals are developed by therapist based on individual offender assessment and Abel Assessment results. Polygraph exam may be required.

8. Individualized Plan

Each offender shall have a written individualized plan developed by Service Provider's staff in conjunction with the conditions of supervision for that offender, in coordination with the offender's needs and the needs of the NMCD. The Individualized Plan shall be forwarded to the Probation and Parole Officer no later than 10 days after the completion of the initial assessment;

A) The Individualized Plan shall specify individual offender problems and procedures for attaining change with behavioral outcomes;

B) Progress reports shall be submitted to the Probation and Parole Officer no later than the 10th of each month. Progress reports shall contain a brief narrative of each offender's work in all sessions and progress toward goals. If the Provider fails to submit the progress reports by the 10th of each month, the current invoice payment shall be withheld until the time that progress notes are received;

C) The Individualized Plan shall be reviewed by both the Service Provider and Department staff on a routine basis to determine necessary modifications of treatment;

9. Intensive Treatment Phase: Offenders work on individual treatment goals in a group setting. The group treatment content is divided into ten (10) different psycho-educational modules of six sessions each. Each group meets weekly for one (1) and three (3) one-half (1½) hour sessions with a maximum of twelve (12) offender. Service Provider shall provide treatment, for the full allotted time, to all offenders referred by NMCD,

10. Reassessment Phase: Upon conclusion of the Intensive Treatment Phase, Service Provider evaluates whether the offender has met his treatment goals and is ready for maintenance phase. Reassessment is conducted in individual session(s) and may include repeat of the Abel Assessment.

11. Maintenance Phase: Conducted in a group setting to review and reinforce the relapse prevention plan. During maintenance the offender meets with the Service Provider on a monthly basis for one year, bi-monthly for the second year and quarterly for the third year. The maintenance group frequency can be kept at a monthly basis and/or extended should the offender, therapist or Probation and Parole officer deem it necessary.

12. Discharge Plan: The Service Provider shall develop a discharge plan for each offender after the completion of the (third year) quarterly Maintenance Phase of treatment.

13. Any abrupt termination of services to an offender resulting from a violation of major rules shall be transmitted to Department staff within twenty-four (24) hours;

14. Optional Services

Individual Therapy: For those offenders needing more intensive treatment than can be managed in a group setting only.

Family Therapy: For offenders and their families to address issues with the family that would negatively impact the offender's treatment and otherwise remains unresolved.

15. Court Testimony – Service Provider agrees to provide testimony in court, if required by the Department, at no additional cost.

16. Coordination with Department – Provider shall coordinate the following tasks with assigned Department staff and shall proceed upon approval by Department:

A) Performance of all sex offender services;

B) Services to special needs offenders or those with mental impairment - Develop and implement procedures for services (or referrals) for offenders with dual diagnosis and/or mental and physical disabilities.

C) All individual, group, family, and educational sessions;

D) All admissions and discharges from the service;

E) All changes in the intensity of services to be offered to an offender;

F) All requests for a referral for special treatment;

G) Identify needs of offenders that are beyond the scope of the Provider's services and make appropriate referrals in such circumstances;

H) All Provider therapy sessions will be held at facilities agreed to by both NMCD and the Provider.

17. Service Provider shall submit the monthly invoice, on NMCD approved forms by the tenth (10) day of each month.

18. No-Shows – NMCD will not pay for Offenders who fail to attend sessions or meetings. Provider must notify Probation and Parole Officer of no-shows as soon as reasonably possible.

19. Availability of Funds. The resulting contract for services is subject to the availability of state funds as appropriated by the State Legislature and as made available to the Department by the NMCD *for the express purpose of providing* the services specified herein.

20. COST

A. Cost per therapeutic group session;

B. Cost per individual hour;

C. Cost for conducting each Abel Assessment;

D. Optional Services Cost per session – Individual Therapy as described in Item #13;

E. Optional Services Cost per session – Family therapy as described in Item #13;

Above costs include the therapist, assessments and screening instruments and recommendation for services/interventions to address issues. Costs to include all typed and signed documentation/reports to the Department. Administrative expenses and communications with the Department, the Courts, referral source, or other agencies are considered part of the cost per therapy and may not be billed as a separate cost. At no time will the Department pay for services when other payments for the offender's treatment have been provided.

Pharmacological Support: If the Provider is licensed, or holds a special permit, to hold and dispense medications from the New Mexico Pharmacy Board or other applicable licensing board, then the Provider may provide such pharmacological support as it is legally permitted to effectively meet the needs of offenders, as deemed appropriate.

Other Provider Requirements:

Resource Management: Provider shall work in collaboration with NMCD and community resources to ensure the needs of offenders are effectively being met by discussing progress and problems of individual offenders and to share information. Efforts dedicated to the documentation and/or production of services rendered, month attendance and progress reports are excluded.

Enrollment: Enrollment is based on ordered conditions, known history and needs assessment. The primary treatment modality will be group counseling.

Insurance: In addition to the insurance requirements in the Provider Agreement, Provider must maintain liability insurance and appropriate leasehold insurance.

ELIGIBILITY FOR SERVICES

13. Provider shall render services to offenders who meet the following eligibility criteria, in accordance with NMCD:

- i. Be a convicted adult felony or misdemeanor offender or an approved diversion or pre-prosecution case;
- ii. Be assessed high needs; and
- iii. Be directly referred by the local Probation and Parole District (PPD) office.

14. Provider shall serve offenders based on a direct referral from the PPD Office. Access to services will be on the basis of an electronic referral by the PPD office. A written referral using will be required from the PPD when the electronic referral system is inoperative or unavailable. Evidence of the referral must be located in the clinical record of the participant.

15. Provider shall render services to offender, based on the following:

- i. A clinical assessment and treatment plan for clinical services;
- ii. A service needs assessment and service plan for non-clinical services/care; and
- iii. Encourage family involvement in treatment with the goal of, (a) helping families of offenders acquire techniques to enable meaningful interaction with the adult offender and, (b) assisting the adult offender and his family in understanding their roles and relationships as part of the solution in keeping the adult offender from future interaction with the criminal justice system and/or re-offending and/or victimizing officers.

16. Provider shall develop services based on evidence-based practices that are proven to be successful through research methodology and have produced consistently positive patterns of results, such as group treatment for substance abuse, Motivational Interviewing Therapy and Stages of Change Theory. The following criteria shall be utilized for the implementation of EBPs:

- i. At least one randomized clinical trial that has shown this practice to be effective;
- ii. The practice either targets behaviors or shows good effect on behaviors that are generally accepted outcomes; and

- iii. The practice should be specific to the treatment organizations population, including racial, linguistic, geographic and cultural factors – including characteristics specific to the offender population.

PROVIDER’S DUTIES OF CARE

Protocols: Provider agrees to comply with the Provider Manual, as revised from time to time, which is incorporated herein by this reference including but not limited to NMCD’s fraud and abuse compliance plan, policies, procedures, and offender grievances and rights.

Continuity of Care; Referral to Other Health Professionals: Provider shall furnish these services in a manner providing continuity of care and ready referral of offenders to other Providers at times as may be appropriate and consistent with the standards of care in the community. If an offender requires additional services or evaluation, including Emergency Services, Provider agrees to refer offender to his/her primary care physician or another Participating Provider in accordance with the terms and conditions of offender’s Benefit Plan, if any, if applicable. An offender requiring Emergency Services shall also be referred to the “9-1-1” emergency response system, as appropriate.

Consumer Access to Care: Provider shall ensure that offenders have timely and reasonable access to services and shall at all times be reasonably available to offenders as is appropriate. If Provider is unavailable when offenders call, instructions must be provided for NMCD referring the offender to another Provider. Provider shall arrange for an answering machine or service that shall provide the office hours and emergency information and be capable of receiving messages 24 hours a day, 7 days a week, 365 days a year.

In addition, services provided under this SOW shall be available evenings and weekends to accommodate work and school schedules of offenders; and must be available for a full twelve month period based on referrals from the Probation-Parole District Office.

PROGRAM AND PERFORMANCE MEASURES

Provider shall meet the following performance measures and failure to meet said performance measures can result in penalties.

i. RESIDENTIAL TREATMENT SUBSTANCE ABUSE

- q. All providers will be held to specific performance review criteria over the life of the contract to ensure that project deliverables as outlined in the RFP and attested to in the Scope of Work are being met. Review of program deliverables will occur at least quarterly.
- r. Provider shall perform an initial assessment, provide a program orientation and create a Service Plan for each offender within two (2) business days of program entry, if not prior.

- s. Provider shall ensure that 100% of resident offenders have a collaborative Service Plan which shall be approved by PPD.
- t. Provider shall ensure that 100% of resident offenders enter into programming for independent living.
- u. Provider shall provide a written response to each referral from NMCD within fourteen (14) business days of receipt.
- v. By the end of each quarter, all beds shall be filled to at least 80% occupancy, unless the number of referrals provided by PPD is not adequate to support the 80% utilization rate.
- w. Provider shall ensure that the contracted bed housing capacity is available for occupancy within seven (7) day notice at a rate of 100%.
- x. Provider shall provide employment assistance, including interviewing skills and completing employment applications to a minimum of 90% of all offenders referred by a PPO.

If Provider fails to successfully meet a performance measure, Provider shall be liable to the Agency for liquidated damages in the amount of money associated with that performance measure as follows:

- ii. Any costs incurred by NMCD to secure alternative housing shall be credited back to NMCD in the current billing month.
- iii. Any costs for food associated with the per diem rate shall be credited to NMCD if the program menu is not approved by a licensed dietician, nor served within the approved variation of the menu.

Performance measures will be evaluated at the time of the program audit and any subsequent follow up audits.

- 17. NMCD may withhold payment on any amounts, which it determines are not a part of the Provider's approved payment schedule.
- 18. NMCD may withhold payments if the Provider is thirty (30) days delinquent in submitting to the Agency reports and offender data which are required of this contract.
- 19. If Provider fails to provide services in accordance with professional standards of care, Provider will not be paid for such services, or if such services have already been paid for by the NMCD or another agency, Provider shall refund the payment for such services to NMCD.
- 20. NMCD shall notify the Provider of the amount of the withholding/liquidated damages/refund and the reason therefore with thirty (30) days of such withholding/liquidated damages/refund. Provider may appeal such withholding/liquidated damages/refund and submit justification to NMCD with thirty (30) days of notice of such withholding/liquidated damages/refund. The decision of NMCD shall be final.

21. In the event that liquidated damages are assessed or a refund is requested, NMCD may choose to deduct the liquidated damages or refund from a subsequent payment or the Provider will credit or pay the liquidated damages or refund within thirty (30) days of termination of contract.

SERVICES		
Halfway House/Transitional Living: Provider is contracted to provide the following services to NMCD offenders, as referred by the Probation and Parole Officer (PPO).		
Program Location	Expected Capacity	Funding Stream
Location of sex offender residential treatment requires it not be within 1000 feet of a school, day care center, park or other public location commonly known where children congregate.	As referred by PPO	NMCD
Services Codes:	Modifier	Definition
		Halfway House
NOTES: Placement shall typically be for a six (6) month period, but may be extended upon the request and approval of the local PPD office.		

Service is inclusive of provisions for room and board assistance with daily living activities, such as locating employment, developing vocational/employment skills, and securing permanent housing. Service also requires the following administrative components to be implemented:

- i. Provide twenty-four (24) hour supervision by staff for all offender;
- ii. At the time of admission, provide offenders with (a) program rules, disciplinary action, and grievance procedures; (b) written policy and procedure for conducting searches of residents and all areas of the facility in order to control contraband and locate missing or stolen property; (c) written policy and procedure for reporting an absconder; (d) written policy and procedure on the use of physical force-restricting, including its use to instances of justifiable self-protection, protection of others, prevention of property damage, and only to the degree of necessary and in accordance with appropriate statutory authority; and (e) written policy and procedure prohibiting the use of personal abuse and corporal punishment, and specifically noting that offenders are not subject to unusual punishment, mental abuse, or punitive interference with the daily functions of living, such as eating or sleeping;
- iii. Notify the PPD or the PPD Response Center immediately in the event an offender leaves the facility, violates their curfew or fails to report back to the facility after an approved activity;

- iv. Maintain written safety and emergency policy and procedures, conduct quarterly emergency evacuation/fire drills under varied conditions, annual inspections by local or state fire officials or other qualified person(s), and test the fire detection system on a regular basis; services or evaluation, including Emergency Services, Provider agrees to refer offender to his/her primary care physician or another Practicing Provider in accordance with the terms and conditions of offender's Benefit Plan, if any, if applicable. A offender requiring Emergency Services shall also be referred to the "9-1-1" emergency response system, as appropriate.
- v. NMCD will review offenders' length of stay every six (6) months for determination to extend length of stay.
- vi. NMCD reserves the right to conduct searches of the facility.
- vii. Proposed programs will be required to consider sex offenders on a case-by case basis and provide intensive services on site (substance abuse and/or mental health support, life skills, education, relapse prevention, employment support etc.)
- viii. Provider will ensure that three (3) meals approved by a dietician are served daily to offenders in the program.
- ix. Provider shall provide laundry services for offenders.
- x. Provider shall ensure that all basic life needs are met for offenders.
- xi. Provider will ensure offenders access to medical services.
- xii. Provider will ensure educational access for offenders.
- xiii. Provider will ensure religious access for offenders.
- xiv. Provider will ensure transportation or transportation services are available.

Offender Access to Care: Provider shall ensure that offenders have timely and reasonable access to services and shall at all times be reasonably available to offenders as is appropriate. If Provider is unavailable when offenders call, instructions must be provided for NMCD referring the offender to another Provider. Provider shall arrange for an answering machine or service that shall provide the office hours and emergency information and be capable of receiving messages 24 hours a day, 7 days a week, 365 days a year.

In addition, services provided under this Scope of Work shall be available evenings and weekends to accommodate work and school schedules of offenders; and must be available for a full twelve (12) month period based on referrals from the Probation/Parole District Office.

REPORTING REQUIREMENTS

Provider shall comply with all reporting qualitative and quantitative requirements, as required and requested by NMCD. Reporting performance measure shall include but are not limited to the following:

37. Provider shall provide the local Probation and Parole District Office a monthly written report on each offender detailing the services being provided, the offender attendance, behavior while participating in the programming, progress, treatment prognosis, and other information as requested and deemed appropriate by the Probation/Parole Officer (PPO) by the 5th day of the month, and for the prior month (an Individual Monthly Progress Report).
38. In addition, the provider shall ensure the following services are rendered and submit the following documentation/reports (that are satisfactory to the PPO) in the timeframes listed for all offenders to the local Probation/Parole District Offices as follows:
 - xxxvii. Provider shall ensure that all offenders are scheduled for a program intake within seven (7) days following the date of referral by the PPO.
 - xxxviii. Provider shall ensure: a minimum of 80% of all offenders are scheduled to receive clinical interview and assessment within two (2) days of program intake date; and that all offenders are scheduled to receive a clinical interview and assessment within five (5) days of program intake date, as verified by the dates on corresponding documentation.
 - xxxix. Provider shall complete an Individual Treatment Plan for each offender and deliver to the PPO within ten (10) days of the offender's arrival to the agency.
 - xl. Provider shall complete an Individual Program Violation Report for each offender, including missed appointments, suspected or actual substance abuse, the use of physical restraint, the need for emergency medical care during programming, and other behaviors or incidents identified by the Provider within twenty-four (24) hours of their respective occurrence, or sooner depending on the severity of the violation. Verbal notification shall be provided within two (2) hours of a serious critical incident.
 - xli. Provider shall submit an Individuals Discharge Summary Report to the PPO within five (5) days of the offender's successful completion.
 - xlii. Provider shall submit an Aftercare Recommendation report to the PPO within ten (10) days of the offender's successful completion.
39. Provider shall submit to the local Probation/Parole District Office the following documentation, prior to discharge of participant.
 - i. Individual Substance Abuse Relapse Prevention Plans;
 - ii. Sex Offender Written Relapse Prevention Plans (if applicable);
 - iii. Individual Discharge Summary and Aftercare Recommendations
40. Provider shall participate in an outcome evaluation of offenders served by the program.
41. Provider shall maintain confidential all criminal history information provided by NMCD for the purposes of determining programming and shall return all criminal history information to the NMCD upon program discharge. This information includes

- but is not limited to the Pre and Post Sentence Report, FBI Rap Sheet, Police Reports, Judgment and Sentence, and Institutional History.
42. Provider shall conduct a character and criminal background investigation on all current and potential employees at the time of initial application and periodically, as requested by NMCD. A history of involvement with the criminal justice system will not automatically disqualify an individual from employment, unless otherwise stipulated by federal, state and local laws and regulations. However, the Provider must contact the Community Corrections office prior to extending a job offer to any candidate for employment that has a criminal history for review and consultation. Provider shall also have policies and procedures in place for determining an applicant's or employee's appropriateness for employment.

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Provider shall follow this Supervisory Protocol for its LADAC practitioner (LADAC Clinician). When providing services under this Scope of Work, the LADAC Clinician may be reimbursed when the services are within his legal scope of practice and provided in accordance with this Scope of Work and Agreement. For purposes of this Scope of Work has directed that the LADAC Clinician be "credentialed" in NMCD's provider network. This is an exception to national credentialing standards; consequently, the LADAC clinician is referred to as the non-credentialed licensed LADAC.

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- III. The approved Provider will conduct primary source verification of the Non-credentialed licensed LADAC Clinician's training and education including but not limited to:
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 - B. Minimum of Master's degree in behavioral health or counseling-related field
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 - B. The Supervising Clinician must have regular (regular to be defined as at a minimum weekly or biweekly) one-on-one supervision with the Non-credentialed LADAC Clinician to review treatment provided to Members on an ongoing basis. Supervision must be documented in a manner where NMCD can access the information electronically, manually or via direct audit of the Member's chart.
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from the State of New Mexico Legislature. Should this occur, NMCD will advise Provider, as soon as practicable.

COMPENSATION

CLAIMS

When the Provider submits claims for billing under this program, the Provider's State Agency Fee Schedule will set forth the permitted billing codes, including but not limited to, CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier, and Rates under which the Provider may submit claims for this program. When submitting claims, the provider shall comply with all requirements and obligations in the NMCD claims system, applicable federal and state laws and regulations. All services rendered and any submitted claims must comply with all applicable requirements for that service including but not limited to, Service Requirements, Program Requirements, Provider Requirements, Staffing Requirements, Documentation Requirements, Treatment Standards, Treatment Units, Treatment Duration, Service Definition/CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier requirements, as well as any other applicable requirement for such service and claim.

Note: The scope of the services that NMCD will or will not reimburse for is subject to change without notice due to the constraints on the state budget, funding cuts and lack of appropriations from the State of New Mexico Legislature. Should this occur, NMCD will advise Provider, as soon as practicable.

CONFLICT

Conflict Between Documents To the extent that a provision of this Attachment A Scope of Work conflicts with a provision in the Agreement, this Attachment A Restated and Amended Scope of Work shall govern.

SCOPE OF WORK #8

NMCD – Sex Offender Specific Halfway House

The provider shall perform the work described in the Scope of Work; which is hereby incorporated and made a part of the agreement.

PROGRAM DESCRIPTION The New Mexico Corrections Department Probation and Parole Division are seeking proposals to provide for sex offender specific halfway housing with

supportive services for both male and female offenders reentering the community from incarceration or otherwise displaced in the community. Housing placement is intended as transitional until the offender obtains stable income or employment, appropriate housing, state issued identification, substance, mental health or other programming needs and community involvement. The goal of the services is to move the defendant from transitional to independent living arrangements with appropriate services in place.

For the purpose of this RFP, Halfway Housing is defined as a NMCD funded program that provides temporary (generally up to twelve (12) months) housing for offenders in need of a stable living environment and provides support for a transition to independent living. Supportive Services include, but are not limited to, case management, structured daily schedules, phased supervision levels, community referrals, transportation, employment support/training, and life skills education. Location of sex offender halfway house requires it not be within 1000 feet of a school, day care center, park or other public location commonly known where children congregate.

PROGRAM AND PERFORMANCE MEASURES

22. Provider shall meet the following performance measures and failure to meet said performance measures can result in penalties.

i. SEX OFFENDER SPECIFIC HALFWAY HOUSE

- y. All providers will be held to specific performance review criteria over the life of the contract to ensure that project deliverables as outlined in the RFP and attested to in the Scope of Work are being met. Review of program deliverables will occur at least quarterly.
- z. Provider shall perform an initial assessment, provide a program orientation and create a Service Plan for each offender within two (2) business days of program entry, if not prior.
- aa. Provider shall ensure that 100% of residents have a collaborative Service Plan which shall be approved by PPD.
- bb. Provider shall ensure that 100% of residents enter into programming for independent living.
- cc. Provider shall provide a written response to each referral from DOC within fourteen (14) business days of receipt.
- dd. By the end of each quarter, all beds shall be filled to at least 80% occupancy, unless the number of referrals provided by PPD is not adequate to support the 80% utilization rate.
- ee. Provider shall ensure that the contracted bed housing capacity is available for occupancy within seven (7) day notice at a rate of 100%.
- ff. Provider shall provide employment assistance, including interviewing skills and completing employment applications to a minimum of 90% of all offenders referred by a PPO.

23. If Provider fails to successfully meet a performance measure, Provider shall be liable to the Agency for liquidated damages in the amount of money associated with that performance measure as follows:
- i. Any costs incurred by NMCD to secure alternative housing shall be credited back to NMCD in the current billing month.
 - ii. Any costs for food associated with the per diem rate shall be credited to NMCD if the program menu is not approved by a licensed dietician, nor served within the approved variation of the menu.
24. Performance measures will be evaluated at the time of the program audit and any subsequent follow up audits.
25. NMCD may withhold payment on any amounts, which it determines are not a part of the Provider's approved payment schedule.
26. NMCD may withhold payments if the Provider is thirty (30) days delinquent in submitting to the Agency reports and client data which are required of this contract.
27. If Provider fails to provide services in accordance with professional standards of care, Provider will not be paid for such services, or if such services have already been paid for by the NMCD or another agency, Provider shall refund the payment for such services to NMCD.
28. NMCD shall notify the Provider of the amount of the withholding/liquidated damages/refund and the reason therefore with thirty (30) days of such withholding/liquidated damages/refund. Provider may appeal such withholding/liquidated damages/refund and submit justification to NMCD with thirty (30) days of notice of such withholding/liquidated damages/refund. The decision of NMCD shall be final.
29. In the event that liquidated damages are assessed or a refund is requested, NMCD may choose to deduct the liquidated damages or refund from a subsequent payment or the Provider will credit or pay the liquidated damages or refund within thirty (30) days of termination of contract.

SERVICES		
Halfway House/Transitional Living: Provider is contracted to provide the following services to NMCD offenders, as referred by the Probation and Parole Officer (PPO).		
Program Location	Expected Capacity	Funding Stream
Location of sex offender halfway house requires it not be within 1000 feet of a school, day care center, park or other public location commonly known where children congregate.	As referred by PPO	NMCD
Services Codes:	Modifier	Definition
		Halfway House
NOTES: Placement shall typically be for a six (6) month period, but may be extended upon the request and approval of the local PPD office.		

- **Sex Offender Halfway House/Transitional Housing:** The goals of all NMCD funded sex offender specific transitional housing programs are to support offenders in community reintegration/reentry, to assist in maintaining public safety by offering an array of services and to reduce offender recidivism through on-site programming specifically designed for female or male Sex Offender specific needs, treatment and housing.

Transitional housing sites may be in the form of apartments (shared or single) within the community (with full or partial rental assistance), large-scale transitional housing sites or houses with shared rooms or apartments. Note: Sex Offender Transitional Housing has to be at a minimum of 1000 feet from any day care, parks or schools or any places where children frequent regularly such as community centers etc and located in a community where sex offender treatment services are available.

Generally transitional housing programs shall provide temporary housing to offenders for no more than twenty-four (24) months while supporting and encouraging the offender to move to independent living. The Department recognizes that some individuals may require placement in a long-term community setting for the duration of their time under DOC supervision due to significant medical or mental health needs.

Service is inclusive of provisions for room and board assistance with daily living activities, such as locating employment, developing vocational/employment skills, and securing permanent housing. Service also requires the following administrative components to be implemented:

- i. Provide twenty-four (24) hour supervision by staff for all offenders;
- ii. At the time of admission, provide offenders with (a) program rules, disciplinary action, and grievance procedures; (b) written policy and procedure for conducting searches of residents and all areas of the facility in order to control contraband and locate missing or stolen property; (c) written policy and procedure for

responding absconder; (d) written policy and procedure on the use of physical force-restricting, including its use to instances of justifiable self-protection, protection of others, prevention of property damage, and only to the degree of necessary and in accordance with appropriate statutory authority; and (e) written policy and procedure prohibiting the use of personal abuse and corporal punishment, and specifically noting that offenders are not subject to unusual punishment, mental abuse, or punitive interference with the daily functions of living, such as eating or sleeping;

- iii. Notify the PPD immediately in the event an offender violates their curfew or fails to report back to the facility after an approved activity;
- iv. Maintain written safety and emergency policy and procedures, conduct quarterly emergency evacuation/fire drills under varied conditions, annual inspections by local or state fire officials or other qualified person(s), and test the fire detection system on a regular basis; services or evaluation, including Emergency Services, Provider agrees to refer consumer to his/her primary care physician or another Practicing Provider in accordance with the terms and conditions of consumer's Benefit Plan, if any, if applicable. A consumer requiring Emergency Services shall also be referred to the "9-1-1" emergency response system, as appropriate.
- v. NMCD will review offenders length of stay every (6) months for determination to extend length of stay.
- vi. NMCD reserves the right to conduct searches of the facility.
- vii. Proposed programs will be required to consider sex offenders on a case-by case basis and provide intensive services on site (substance abuse and/or mental health support, life skills, education, relapse prevention, employment support etc.)

Access to Care: Provider shall ensure that offenders have timely and reasonable access to services and shall at all times be reasonably available to offenders as is appropriate. If Provider is unavailable when offenders call, instructions must be provided for NMCD referring the consumer to another Provider. Provider shall arrange for an answering machine or service that shall provide the office hours and emergency information and be capable of receiving messages 24 hours a day, 7 days a week, 365 days a year.

In addition, services provided under this SOW shall be available evenings and weekends to accommodate work and school schedules of offenders; and must be available for a full twelve month period based on referrals from the Probation/Parole District Office.

REPORTING REQUIREMENTS

Provider shall comply with all reporting qualitative and quantitative requirements, as required and requested by NMCD. Reporting performance measure shall include but are not limited to the following:

43. Provider shall provide the local District Probation/Parole Office a monthly written report on each offender detailing the services being provided, the offenders attendance, behavior while participating in the programming, progress, treatment prognosis, and other information as requested and deemed appropriate by the Probation/Parole Officer (PPO) by the 5th day of the month, and for the prior month (an Individual Monthly Progress Report).
44. In addition, the provider shall ensure the following services are rendered and submit the following documentation/reports (that are satisfactory to the PPO) in the timeframes listed for all offenders to the local Probation/Parole District Offices as follows:
 - xl. Provider shall ensure that all offenders are scheduled for a program intake within seven (7) days following the date of referral by the PPO.
 - xli. Provider shall ensure: a minimum of 80% of all offenders are scheduled to receive clinical interview and assessment within two (2) days of program intake date; and that all offenders are scheduled to receive a clinical interview and assessment within five (5) days of program intake date, as verified by the dates on corresponding documentation.
 - xlii. Provider shall complete an Individual Treatment Plan for each consumer and deliver to the PPO within ten (10) days of the consumer's arrival to the agency.
 - xliii. Provider shall complete an Individual Program Violation Report for each consumer, including missed appointments, suspected or actual substance abuse, the use of physical restraint, the need for emergency medical care during programming, and other behaviors or incidents identified by the Provider within twenty-four (24) hours of their respective occurrence, or sooner depending on the severity of the violation. Verbal notification shall be provided within two (2) hours of a serious critical incident.
 - xliiii. Provider shall submit an Individuals Discharge Summary Report to the PPO within five (5) days of the consumer's successful completion.
 - xlv. Provider shall submit an Aftercare Recommendation report to the PPO within ten (10) days of the consumer's successful completion.
45. Provider shall submit to the local Probation/Parole District Office the following documentation, prior to discharge of offender.
 - i. Individual Substance Abuse Relapse Prevention Plans.
 - ii. Sex Offender Written Relapse Prevention Plans (if applicable)
 - iii. Individual Discharge Summary/Aftercare Recommendations

46. Provider shall participate in an outcome evaluation of offenders served by the program.
47. Provider shall maintain confidential all criminal history information provided by NMCD for the purposes of determining programming and shall return all criminal history information to the NMCD upon program discharge. This information includes but is not limited to the Pre and Post Sentence Report, FBI Rap Sheet, Police Reports, Judgment and Sentence, and Institutional History.
48. Provider shall conduct a character and criminal background investigation on all current and potential employees at the time of initial application and periodically, as requested by NMCD. A history of involvement with the criminal justice system will not automatically disqualify an individual from employment, unless otherwise stipulated by federal, state and local laws and regulations. However, the Provider must contact the Community Corrections office prior to extending a job offer to any candidate for employment that has a criminal history for review and consultation. Provider shall also have policies and procedures in place for determining an applicant's or employee's appropriateness for employment.

INVOICE

When the Provider submits invoices, the Provider agrees to use the NMCD approved and provide all required reporting and backup documentation related thereto. The NMCD Workbook may be changed from time to time. The Provider's Workbook and necessary documentation (sign-in sheets, receipts, etc.) must be complete and submitted electronically to the Community Corrections Administrative Office in care of NMCD Community Corrections Administrator. If the Provider's Workbook/Invoice is not properly filled out and complete it may cause the Provider's reimbursement to be delayed. Faxes and hand delivered invoices will not be accepted. All submissions must be made electronically. The Provider shall submit a completed monthly NMCD Workbook containing the signed NMCD invoice with thirty (30) days of services rendered in the prior month.

When billing for services, the Provider shall comply with all requirements and obligations of the NMCD billing system, applicable and federal state laws and regulations. All services rendered and any services billed for under this program must comply with all applicable requirements for that Service Code and Modifier including but not limited to, Service Requirements, Program Requirements, Provider Requirements, Staffing Requirements, Documentation Requirements, Treatment Standards, Treatment Units, Treatment Duration, Service Definition/CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier requirements, as well as any other applicable requirement for such service.

Note: The scope of the services that NMCD will or will not reimburse for is subject to change without notice due to the constraints on the state budget, funding cuts and lack of appropriations from the State of New Mexico Legislature. Should this occur, NMCD will advise Provider, as soon as practicable.

COMPENSATION

CLAIMS

When the Provider submits claims for billing under this program, the Provider's State Agency Fee Schedule will set forth the permitted billing codes, including but not limited to, CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier, and Rates under which the Provider may submit claims for this program. When submitting claims, the provider shall comply with all requirements and obligations in the NMCD claims system, applicable federal and state laws and regulations. All services rendered and any submitted claims must comply with all applicable requirements for that service including but not limited to, Service Requirements, Program Requirements, Provider Requirements, Staffing Requirements, Documentation Requirements, Treatment Standards, Treatment Units, Treatment Duration, Service Definition/CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier requirements, as well as any other applicable requirement for such service and claim.

Note: The scope of the services that NMCD will or will not reimburse for is subject to change without notice due to the constraints on the state budget, funding cuts and lack of appropriations from the State of New Mexico Legislature. Should this occur, NMCD will advise Provider, as soon as practicable.

CONFLICT

Conflict Between Documents To the extent that a provision of this Attachment A Scope of Work conflicts with a provision in the Agreement, this Attachment A Restated and Amended Scope of Work shall govern.

SCOPE OF WORK #9

NMCD - SEX OFFENDER OUTPATIENT

The provider shall perform the work described in the Scope of Work; which is hereby incorporated and made a part of the agreement.

PROGRAM DESCRIPTION The objective of these services is to provide sex offender treatment to offenders referred by Parole and Probation Officers to reduce offender recidivism and decrease sexually deviant behavior.

Provider shall provide:

PREA Compliance: The Contractor shall follow and enforce the Department's Prison Rape Elimination Act (PREA) policies which mandate reporting and treatment for abuse or neglect of all inmates in the secure institutions. *The Prison Rape Elimination Act (PREA) is federal law, Public Law 108-79, signed into law in September 2003 by the President of the United States and now designated as 42 USC § 15601. PREA establishes a zero- tolerance standard against sexual assaults and rapes of incarcerated persons of any age. This makes the prevention of sexual assault in Department institutions a top priority. PREA sets a standard that protects the Eighth Amendment right (Constitutional right prohibiting cruel or unusual punishment) of Federal, State, and local inmates.*

1. Service Provider must have been in the business of providing sex offender therapy for a minimum of five (5) years.

2. Service Provider shall provide qualified staff to implement this project. Staff shall be licensed in the State of New Mexico in any of the following fields: licensed psychologist, licensed professional counselor (LPC), licensed clinical social worker (LCSW), LMSWACP, and/or as a Registered Sex Offender Treatment Provider. A copy of such license shall be provided to Department prior to initiating services. Service Provider shall ensure that all staff providing direct services will have and maintain the specific license(s) and/or certification(s) during the term of the contract. Licenses and/or certifications shall be made available for review by the Department.

3. Service Provider shall provide therapeutic services in the offenders' language of literacy.

4. Service Provider shall provide individualized and group counseling services to individuals referred by the Department. Vendor shall, provide all necessary personnel, equipment, materials, supplies, facilities, and services to meet the specifications described of this RFP.

5. The Program's ultimate treatment goal shall be to reduce the tendencies of future sexually abusive behavior. In order to reach this goal, the Offenders must:
 - 1) Accept responsibility for behavior without excuses, rationalizations, minimization or projection;
 - 2) Increase offenders' awareness to understand the consequences of his sexually offensive behavior on the victim(s) and/or others;
 - 3) Identify factors that influence and perpetuate offending behaviors, i.e. describe his sex offender cycle;
 - 4) Develop more appropriate coping mechanisms to reduce the possibility of further sexual abuse and to increase the likelihood of a satisfactory and productive life while respecting the rights of others; (i.e. develop an individualized relapse prevention plan).

6. Service Provider will establish and implement Policies & Procedures for offenders entering treatment to include:
 - a) Initial assessment;
 - b) Group treatment contract;
 - c) Policy Handbook and participation requirements for the offenders' use;
 - d) Timely recording of offenders' progress notes, costs, attendance (including no-show fees);
 - e) Inappropriate group candidates, referral to Community Supervision Officer; and

f) Recommendation for clinical polygraph.

If Service Provider fails to establish policies sufficient for compliance of this section, Department has the right to determine the appropriate payment for services, at its discretion.

7. Assessment Phase

Consists of a comprehensive clinical interview of each referred offenders, review of other reports and evaluation as available, completion of questionnaires, and an objective measure of sexual interest; the Abel Assessment. Individual treatment goals are developed by therapist based on individual offenders' assessment and Abel Assessment results. Polygraph exam may be required.

8. Individualized Plan

Each offender shall have a written individualized plan developed by Service Provider's staff in conjunction with the conditions of supervision for that offender, in coordination with the offenders' needs and the needs of the Department. The Individualized Plan shall be forwarded to the department no later than 10 days after the completion of the initial assessment;

A) The individualized plan shall specify individual offenders' problems and procedures for attaining change with behavioral outcomes;

B) Progress reports shall be submitted to the Department no later than the 10th of each month. Progress reports shall contain a brief narrative of each offender's work in all sessions and progress toward goals. If the Vendor fails to submit the progress reports by the 10th of each month, the current invoice payment shall be withheld until the time that progress notes are received;

C) The individualized plan shall be reviewed by both the Service Provider and Department staff on a routine basis to determine necessary modifications of treatment;

9. Intensive Treatment Phase: Offenders work on individual treatment goals in a group setting. The group treatment content is divided into ten (10) different psycho-educational modules of six sessions each. Each group meets weekly for one (1) and (3) one-half (1½) hour sessions with a maximum of twelve (12) participants. Service Provider shall provide treatment, for the full allotted time, to all offenders referred by the Department.

10. Reassessment Phase: Upon conclusion of the Intensive Treatment Phase, Service Provider evaluates whether the offenders has met his treatment goals and is ready for maintenance phase. Reassessment is conducted in individual session(s) and may include repeat of the Abel Assessment.

11. Maintenance Phase: Conducted in a group setting to review and reinforce the relapse prevention plan. [When is the Relapse Prevention Plan prepared? In the Individualized Plan] During maintenance the offenders meets with the Service Provider on a monthly basis for one year, bi-monthly for the second year and quarterly for the third year. The maintenance group frequency can be kept at a monthly basis and/or extended should the offenders, therapist or community supervision officer deem it necessary.

12. Discharge Plan: The Service Provider shall develop a discharge plan for each offender after the completion of the (third year) quarterly Maintenance Phase of treatment.

13. Any abrupt termination of services to an offenders resulting from a violation of major rules shall be transmitted to Department staff within 72 hours;

14. Optional Services

Individual Therapy: For those offenders needing more intensive treatment than can be managed in a group setting only.

Family Therapy: For offenders and their families to address issues with the family that would negatively impact the offenders' treatment and remains unresolved.

15. Court Testimony – Service Provider agrees to provide testimony in court, if required by the Department, at no additional cost.

16. Coordination with Department – Vendor shall coordinate the following tasks with assigned Department staff and shall proceed upon approval by Department:

A) Performance of all sex offender services;

B) Services to special needs offenders or those with mental impairment - Develop and implement procedures for services (or referrals) for offenders with dual diagnosis and/or mental and physical disabilities.

C) All individual, group, family, and educational sessions;

D) All admissions and discharges from the service;

E) All changes in the intensity of services to be offered to an offender;

F) All requests for a referral for special treatment;

G) Identify needs of offenders that are beyond the scope of the Vendor's services and make appropriate referrals in such circumstances;

H) All Vendor therapy sessions will be held at facilities agreed to by both Department and the Vendor.

17. Service Provider shall submit the monthly invoice, on Department approved forms by the tenth (10) day of each month.

18. No-Shows – Department will not pay for offenders who fail to attend sessions or meetings. Vendor must notify department of no-shows by Friday of each week.

19. Availability of Funds. The resulting contract for services is subject to the availability of state funds as appropriated by the State Legislature and as made available to the Department by the NMCD *For the express purpose of providing* the services specified herein.

20. COST

A. Cost per therapeutic Group Session

B. Cost per individual hour

C. Cost for conducting each Abel Assessment

D. Optional Services Cost per session – Individual Therapy as described in Item #13

E. Optional Services Cost per session – Family therapy as described in Item #13

Above costs include the therapist, assessments and screening instruments and recommendation for services/interventions to address issues. Costs to include all typed and signed documentation/reports to the Department. Administrative expenses and communications with the Department, the Courts, referral source, or other agencies are considered part of the cost per therapy and may not be billed as a separate cost. At no time will the Department pay for services when other payments for the offenders' treatment have been provided.

Access to Care: Provider shall ensure that offenders have timely and reasonable access to services and shall at all times be reasonably available to offenders as is appropriate. If Provider is unavailable when offenders call, instructions must be provided for NMCD referring the consumer to another Provider. Provider shall arrange for an answering machine or service that shall provide the office hours and emergency information and be capable of receiving messages 24 hours a day, 7 days a week, 365 days a year.

In addition, services provided under this Scope of Work shall be available evenings and weekends to accommodate work and school schedules of offenders; and must be available for a full twelve (12) month period based on referrals from the Probation/Parole District Office.

REPORTING REQUIREMENTS

Provider shall comply with all reporting qualitative and quantitative requirements, as required and requested by NMCD.. Reporting performance measure shall include but are not limited to the following:

49. Provider shall provide the local Probation and Parole District Office a monthly written report on each participant detailing the services being provided, the participants attendance, behavior while participating in the programming, progress, treatment prognosis, and other information as requested and deemed appropriate by the Probation/Parole Officer (PPO) by the 5th day of the month, and for the prior month (an Individual Monthly Progress Report).
50. In addition, the provider shall ensure the following services are rendered and submit the following documentation/reports (that are satisfactory to the PPO) in the timeframes listed for all offenders to the local Probation/Parole District Offices as follows:
 - xlix. Provider shall ensure that all offenders are scheduled for a program intake within seven (7) days following the date of referral by the PPO.
 1. Provider shall ensure: a minimum of 80% of all offenders are scheduled to receive clinical interview and assessment within two (2) days of program intake date; and that all offenders are scheduled to receive a clinical interview and assessment within five (5) days of program intake date, as verified by the dates on corresponding documentation.
 - li. Provider shall complete an Individual Treatment Plan for each consumer and deliver to the PPO within ten (10) days of the consumer's arrival to the agency.
 - lii. Provider shall complete an Individual Program Violation Report for each consumer, including missed appointments,

- suspected or actual substance abuse, the use of physical restraint, the need for emergency medical care during programming, and other behaviors or incidents identified by the Provider within twenty-four (24) hours of their respective occurrence, or sooner depending on the severity of the violation. Verbal notification shall be provided within two (2) hours of a serious critical incident.
- liii. Provider shall submit an Individuals Discharge Summary Report to the PPO within five (5) days of the consumer's successful completion.
 - liv. Provider shall submit an Aftercare Recommendation report to the PPO within ten (10) days of the consumer's successful completion.
51. Provider shall submit to the local Probation/Parole District Office the following documentation, prior to discharge of participant.
- i. Individual Substance Abuse Relapse Prevention Plans.
 - ii. Sex Offender Written Relapse Prevention Plans (if applicable)
 - iii. Individual Discharge Summary and Aftercare Recommendations
52. Provider shall participate in an outcome evaluation of offenders served by the program.
53. Provider shall maintain confidential all criminal history information provided by NMCD for the purposes of determining programming and shall return all criminal history information to the NMCD upon program discharge. This information includes but is not limited to the Pre and Post Sentence Report, FBI Rap Sheet, Police Reports, Judgment and Sentence, and Institutional History.
54. Provider shall conduct a character and criminal background investigation on all current and potential employees at the time of initial application and periodically, as requested by NMCD. A history of involvement with the criminal justice system will not automatically disqualify an individual from employment, unless otherwise stipulated by federal, state and local laws and regulations. However, the Provider must contact the Community Corrections office prior to extending a job offer to any candidate for employment that has a criminal history for review and consultation. Provider shall also have policies and procedures in place for determining an applicant's or employee's appropriateness for employment.

INVOICE

When the Provider submits invoices, the Provider agrees to use the NMCD approved and provide all required reporting and backup documentation related thereto. The NMCD Workbook may be changed from time to time. The Provider's Workbook and necessary documentation (sign-in sheets, receipts, etc.) must be complete and submitted electronically to the Community Corrections Administrative Office in care of NMCD Community Corrections Administrator. If the Provider's Workbook/Invoice is not properly filled out and complete it may cause the Provider's reimbursement to be delayed. Faxes and hand delivered invoices will not be accepted. All submissions must be made electronically. The Provider shall submit a completed monthly NMCD

Workbook containing the signed NMCD invoice with thirty (30) days of services rendered in the prior month.

When billing for services, the Provider shall comply with all requirements and obligations of the NMCD billing system, applicable and federal state laws and regulations. All services rendered and any services billed for under this program must comply with all applicable requirements for that Service Code and Modifier including but not limited to, Service Requirements, Program Requirements, Provider Requirements, Staffing Requirements, Documentation Requirements, Treatment Standards, Treatment Units, Treatment Duration, Service Definition/CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier requirements, as well as any other applicable requirement for such service.

Note: The scope of the services that NMCD will or will not reimburse for is subject to change without notice due to the constraints on the state budget, funding cuts and lack of appropriations from the State of New Mexico Legislature. Should this occur, NMCD will advise Provider, as soon as practicable.

COMPENSATION

CLAIMS

When the Provider submits claims for billing under this program, the Provider's State Agency Fee Schedule will set forth the permitted billing codes, including but not limited to, CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier, and Rates under which the Provider may submit claims for this program. When submitting claims, the provider shall comply with all requirements and obligations in the NMCD claims system, applicable federal and state laws and regulations. All services rendered and any submitted claims must comply with all applicable requirements for that service including but not limited to, Service Requirements, Program Requirements, Provider Requirements, Staffing Requirements, Documentation Requirements, Treatment Standards, Treatment Units, Treatment Duration, Service Definition/CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier requirements, as well as any other applicable requirement for such service and claim.

Note: The scope of the services that NMCD will or will not reimburse for is subject to change without notice due to the constraints on the state budget, funding cuts and lack of appropriations from the State of New Mexico Legislature. Should this occur, NMCD will advise Provider, as soon as practicable.

CONFLICT

Conflict Between Documents To the extent that a provision of this Attachment A Scope of Work conflicts with a provision in the Agreement, this Attachment A Restated and Amended Scope of Work shall govern.

SCOPE OF WORK #10

NMCD – Residential Treatment Substance Abuse

The provider shall perform the work described in the Scope of Work; which is hereby incorporated and made a part of the agreement.

PROGRAM DESCRIPTION The New Mexico Corrections Department Probation and Parole Division is seeking proposals to provide Inpatient/Residential Substance Abuse Treatment with supportive services for both male and female offenders reentering the community from incarceration or otherwise displaced in the community.

Provider shall render a comprehensive array of behavioral health and/or life maintenance services for individuals under NMCD supervision probation or parole and individuals discharging from prison or jail to community supervision. All services must be delivered and provided by adequately trained, licensed and qualified staff in accordance with all the applicable credentialing and licensing requirements, and in compliance with the NMCD, as follows:

Provider shall provide:

PREA Compliance: The Contractor shall follow and enforce the Department's Prison Rape Elimination Act (PREA) policies which mandate reporting and treatment for abuse or neglect of all inmates in the secure institutions. *The Prison Rape Elimination Act (PREA) is federal law, Public Law 108-79, signed into law in September 2003 by the President of the United States and now designated as 42 USC § 15601. PREA establishes a zero- tolerance standard against sexual assaults and rapes of incarcerated persons of any age. This makes the prevention of sexual assault in Department institutions a top priority. PREA sets a standard that protects the Eighth Amendment right (Constitutional right prohibiting cruel or unusual punishment) of Federal, State, and local inmates.*

Substance Abuse Programming: An organized regimen that focuses on the abuse and/or the underlying causes of substance abuse. The program shall include the following, but is not limited to individual and group counseling, self-help groups, and relapse management. These components are mandatory for every offender enrolled in this type of programming. In addition, an Addiction Severity Index (ASI) is mandatory at the time of initial assessment and re-assessment.

Pharmacological Support: If the Provider is licensed, or holds a special permit, to hold and dispense medications from the New Mexico Pharmacy Board or other applicable licensing board, then the Provider may provide such pharmacological support as it is legally permitted to effectively meet the needs of offenders, as deemed appropriate.

Other Provider Requirements:

Resource Management: Provider shall work in collaboration with NMCD and community resources to ensure the needs of offenders are effectively being met by discussing progress and problems of individual offenders and to share information. Efforts dedicated to the documentation and/or production of services rendered, month attendance and progress reports are excluded.

Enrollment: Enrollment is based on ordered conditions, known history and needs assessment. The primary treatment modality will be group counseling.

Insurance: In addition to the insurance requirements in the Provider Agreement, Provider must maintain liability insurance and appropriate leasehold insurance.

ELIGIBILITY FOR SERVICES

30. Provider shall render services to offenders who meet the following eligibility criteria, in accordance with NMCD:

- i. Be a convicted adult felony or misdemeanor offender.
- ii. Be assessed high needs; and
- iii. Be directly referred by the local Probation and Parole District (PPD) office.

31. Provider shall serve offenders based on a direct referral from the PPD Office. Access to services will be on the basis of an electronic referral by the PPD office. A written referral will be required from the PPD when the electronic referral system is inoperative or unavailable. Evidence of the referral must be located in the clinical record of the offender.

32. Provider shall render services to offenders, based on the following:

- i. A clinical assessment and treatment plan for clinical services;
- ii. A service needs assessment and service plan for non-clinical services/care; and

iii. Encourage family involvement in treatment with the goal of, (a) helping families of offenders acquire techniques to enable meaningful interaction with the adult offender and, (b) assisting the adult offender and his family in understanding their roles and relationships as part of the solution in keeping the adult offender from future interaction with the criminal justice system.

33. Provider shall develop services based on evidence-based practices that are proven to be successful through research methodology and have produced consistently positive patterns of results, such as group treatment for substance abuse, Motivational Interviewing Therapy and Stages of Change Theory. The following criteria shall be utilized for the implementation of EBPs:

- i. At least one randomized clinical trial that has shown this practice to be effective;
- ii. The practice either targets behaviors or shows good effect on behaviors that are generally accepted outcomes; and
- iii. The practice should be specific to the treatment organizations population, including racial, linguistic, geographic and cultural factors – including characteristics specific to the offender population.

PROVIDER'S DUTIES OF CARE

Protocols: Provider agrees to comply with the Provider Manual, as revised from time to time, which is incorporated herein by this reference including but not limited to NMCD's fraud and abuse compliance plan, policies, procedures, and offender grievances and rights.

Continuity of Care; Referral to Other Health Professionals: Provider shall furnish these services in a manner providing continuity of care and ready referral of offenders to other Providers at times as may be appropriate and consistent with the standards of care in the community. If an offender requires additional services or evaluation, including Emergency Services, Provider agrees to refer offender to his/her primary care physician or another Participating Provider. An offender requiring Emergency Services shall also be referred to the "9-1-1" emergency response system, as appropriate.

Access to Care: Provider shall ensure that offenders have timely and reasonable access to services and shall at all times be reasonably available to offenders as is appropriate. If Provider is unavailable when offenders call, instructions must be provided for NMCD referring the offender to another Provider. Provider shall arrange for an answering machine or service that shall provide the office hours and emergency information and be capable of receiving messages 24 hours a day, 7 days a week, 365 days a year.

In addition, services provided under this Scope of Work shall be available evenings and weekends to accommodate work and school schedules of offenders; and must be available for a full twelve month period based on referrals from the Probation/Parole District Office.

PROGRAM AND PERFORMANCE MEASURES

1. Provider shall meet the following performance measures and failure to meet said performance measures can result in penalties.

i. RESIDENTIAL TREATMENT SUBSTANCE ABUSE

- gg. All providers will be held to specific performance review criteria over the life of the contract to ensure that project deliverables as outlined in the RFP and attested to in the Scope of Work are being met. Review of program deliverables will occur at least quarterly.
- hh. Provider shall perform an initial assessment, provide a program orientation and create a Service Plan for each offender within two (2) business days of program entry, if not prior.
- ii. Provider shall ensure that 100% of residents have a collaborative Service Plan which shall be approved by PPD.
- jj. Provider shall ensure that 100% of residents enter into programming for independent living.
- kk. Provider shall provide a written response to each referral from DOC within fourteen (14) business days of receipt.
- ll. By the end of each quarter, all beds shall be filled to at least 80% occupancy, unless the number of referrals provided by PPD is not adequate to support the 80% utilization rate.
- mm. Provider shall ensure that the contracted bed housing capacity is available for occupancy within seven (7) day notice at a rate of 100%.
- nn. Provider shall provide employment assistance, including interviewing skills and completing employment applications to a minimum of 90% of all offenders referred by a PPO.

2. If Provider fails to successfully meet a performance measure, Provider shall be liable to the Agency for liquidated damages in the amount of money associated with that performance measure as follows:

- i.** Any costs incurred by NMCD to secure alternative housing shall be credited back to NMCD in the current billing month.
- ii.** Any costs for food associated with the per diem rate shall be credited to NMCD if the program menu is not approved by a licensed dietician, nor served within the approved variation of the menu.

3. Performance measures will be evaluated at the time of the program audit and any subsequent follow up audits.

4. NMCD may withhold payment on any amounts, which it determines are not a part of the Provider's approved payment schedule.

5. NMCD may withhold payments if the Provider is thirty (30) days delinquent in submitting to the Agency reports and offender data which are required of this contract.

6. If Provider fails to provide services in accordance with professional standards of care, Provider will not be paid for such services, or if such services have already been paid for by the NMCD or another agency, Provider shall refund the payment for such services to NMCD.

7. NMCD shall notify the Provider of the amount of the withholding/liquidated damages/refund and the reason therefore within thirty (30) days of such withholding/liquidated damages/refund. Provider may appeal such withholding/liquidated damages/refund and submit justification to NMCD within thirty (30) days of notice of such withholding/liquidated damages/refund. The decision of NMCD shall be final.

8. In the event that liquidated damages are assessed or a refund is requested, NMCD may choose to deduct the liquidated damages or refund from a subsequent payment or the Provider will credit or pay the liquidated damages or refund within thirty (30) days of termination of contract.

SERVICES		
Halfway House/Transitional Living: Provider is contracted to provide the following services to NMCD offenders, as referred by the Probation and Parole Officer (PPO).		
Program Location	Expected Capacity	Funding Stream
	As referred by PPO	NMCD
Services Codes:	Modifier	Definition
NOTES: Placement shall typically be for a six (6) month period, but may be extended upon the request and approval of the local PPD office.		

Service is inclusive of provisions for room and board assistance with daily living activities, such as locating employment, developing vocational/employment skills, and securing permanent housing. Service also requires the following administrative components to be implemented:

- i. Provide 24-hour supervision by staff for all offenders;
- ii. At the time of admission, provide offenders with (a) program rules, disciplinary action, and grievance procedures; (b) written policy and procedure for conducting searches of residents and all areas of the facility in order to control contraband and locate missing or stolen property; (c) written policy and procedure for reporting an absconder; (d) written policy and procedure on the use of physical force-restricting, including its use to instances of

justifiable self-protection, protection of others, prevention of property damage, and only to the degree of necessary and in accordance with appropriate statutory authority; and (e) written policy and procedure prohibiting the use of personal abuse and corporal punishment, and specifically noting that offenders are not subject to unusual punishment, mental abuse, or punitive interference with the daily functions of living, such as eating or sleeping;

- iii. Notify the PPD immediately in the event an offender leaves the facility, violates their curfew or fails to report back to the facility after an approved activity;
- iv. Maintain written safety and emergency policy and procedures, conduct quarterly emergency evacuation/fire drills under varied conditions, annual inspections by local or state fire officials or other qualified person(s), and test the fire detection system on a regular basis; services or evaluation, including Emergency Services, Provider agrees to refer offender to his/her primary care physician or another Practicing Provider if any, if applicable. An offender requiring Emergency Services shall also be referred to the "9-1-1" emergency response system, as appropriate.
- v. NMCD will review offenders length of stay every (6) months for determination to extend length of stay.
- vi. NMCD reserves the right to conduct searches of the facility.
- vii. Proposed programs will be required to consider sex offenders on a case-by case basis and provide intensive services on site (substance abuse and/or mental health support, life skills, education, relapse prevention, employment support etc.)
- viii. Provider will ensure that 3 meals approved by a dietician are served daily to offenders in the program.
- ix. Provider shall provide laundry services for offenders.
- x. Provider shall ensure that all basic life needs are met for offenders.
- xi. Provider will ensure offenders access to medical services.
- xii. Provider will ensure educational access for offenders.
- xiii. Provider will ensure religious access for offenders.

ACCESS TO CARE: Provider shall ensure that offenders have timely and reasonable access to services and shall at all times be reasonably available to offenders as is appropriate. If Provider is unavailable when offenders call, instructions must be provided for NMCD referring the offender to another Provider. Provider shall arrange for an answering machine or service that shall provide the office hours and emergency information and be capable of receiving messages 24 hours a day, 7 days a week, 365 days a year.

In addition, services provided under this Scope of Work shall be available evenings and weekends to accommodate work and school schedules of offenders; and must be available for a full twelve month period based on referrals from the Probation/Parole District Office.

REPORTING REQUIREMENTS

Provider shall comply with all reporting qualitative and quantitative requirements, as required and requested by NMCD. Reporting performance measure shall include but are not limited to the following:

55. Provider shall provide the local District Probation/Parole District Office a monthly written report on each offender detailing the services being provided, the offenders attendance, behavior while participating in the programming, progress, treatment prognosis, and other information as requested and deemed appropriate by the Probation/Parole Officer (PPO) by the 5th day of the month, and for the prior month (an Individual Monthly Progress Report).
56. In addition, the provider shall ensure the following services are rendered and submit the following documentation/reports (that are satisfactory to the PPO) in the timeframes listed for all offenders to the local Probation-Parole District Offices as follows:
- lv. Provider shall ensure that all offenders are scheduled for a program intake within seven (7) days following the date of referral by the PPO.
 - lvi. Provider shall ensure: a minimum of 80% of all offenders are scheduled to receive clinical interview and assessment within two (2) days of program intake date; and that all offenders are scheduled to receive a clinical interview and assessment within five (5) days of program intake date, as verified by the dates on corresponding documentation.
 - lvii. Provider shall complete an Individual Treatment Plan for each offender and deliver to the PPO within ten (10) days of the offender's arrival to the agency.
 - lviii. Provider shall complete an Individual Program Violations Report for each offender, including missed appointments, suspected or actual substance abuse, the use of physical restraint, the need for emergency medical care during programming, and other behaviors or incidents identified by the Provider within twenty-four (24) hours of their respective occurrence, or sooner depending on the severity of the violation. Verbal notification shall be provided within two (2) hours of a serious critical incident.
 - lix. Provider shall submit an Individuals Discharge Summary Report to the PPO within five (5) days of the offender's successful completion.
 - lx. Provider shall submit an Aftercare Recommendation report to the PPO within ten (10) days of the offender's successful completion.
57. Provider shall submit to the local Probation/Parole District Office the following documentation, prior to discharge of offender.
- i. Individual Substance Abuse Relapse Prevention Plans.
 - ii. Sex Offender Written Relapse Prevention Plans (if applicable)
 - iii. Individual Discharge Summary/Aftercare Recommendations
58. Provider shall participate in an outcome evaluation of offenders served by the program.
59. Provider shall maintain confidential all criminal history information provided by NMCD for the purposes of determining programming and shall return all criminal history information to the NMCD upon program discharge. This information includes

- but is not limited to the Pre and Post Sentence Report, FBI Rap Sheet, Police Reports, Judgment and Sentence, and Institutional History.
60. Provider shall conduct a character and criminal background investigation on all current and potential employees at the time of initial application and periodically, as requested by NMCD. A history of involvement with the criminal justice system will not automatically disqualify an individual from employment, unless otherwise stipulated by federal, state and local laws and regulations. However, the Provider must contact the Community Corrections office prior to extending a job offer to any candidate for employment that has a criminal history for review and consultation. Provider shall also have policies and procedures in place for determining an applicant's or employee's appropriateness for employment.

SUPERVISORY PROTOCOL FOR LADAC LICENSED PRACTITIONER

Provider shall follow this Supervisory Protocol for its LADAC practitioner (LADAC Clinician). When providing services under this Scope of Work, the LADAC Clinician may be reimbursed when the services are within his legal scope of practice and provided in accordance with this Scope of Work and Agreement. For purposes of this Scope of Work, the LADAC Clinician be "credentialed" in NMCD's provider network. This is an exception to national credentialing standards; consequently, the LADAC clinician is referred to as the non-credentialed licensed LADAC.

- I. NMCD will provide benefit coverage determinations to a fully credentialed participating Provider (referred to as Supervising Clinician) designated to provide clinical supervision to LADAC Clinician. The Provider has two individuals that can serve as a Supervising Clinician.
- II. At all times, the Supervising Clinician shall require the Non-credentialed licensed LADAC Clinician to comply with the protocols and requirements of NMCD and the requirements of all applicable regulatory authorities.
- III. The approved Provider will conduct primary source verification of the Non-credentialed licensed LADAC Clinician's training and education including but not limited to:
 - A. Professional license eligibility
 - B. Minimum of Master's degree in behavioral health or counseling-related field
 - C. Work history – any gaps six months or longer are accounted for
 - D. Past or existing complaints and/or investigations
 - E. Specialized Training, where applicable
- IV. Non-credentialed licensed LADAC Clinicians will practice within the scope of their training and licensing Board requirements; and abide by all ethical principles and conduct of their discipline's licensing Board, of their Supervising Clinician and of their relevant professional association with which they are affiliated.
- V. Offenders must be informed that they are being treated by a licensed LADAC Clinician and must sign a written consent to this effect. This Consent form must be maintained in the offenders file.
- VI. Supervision of Non-credentialed licensed LADAC Clinicians are subject to the following requirements:

- A. Supervising Clinicians who are independently licensed and in good standing in the NMCD Network, will provide supervision of Non-credentialed licensed LADAC Clinicians.
 - B. The Supervising Clinician must have regular (regular to be defined as at a minimum weekly or biweekly) one-on-one supervision with the Non-credentialed LADAC Clinician to review treatment provided to Offenders on an ongoing basis. Supervision must be documented in a manner where NMCD can access the information electronically, manually or via direct audit of the Offender's chart.
 - C. Supervising Clinicians will co-sign treatment plans
 - D. There must be a current, written policy addressing the supervisory protocol utilized at the clinic.
- VII. Billing for services must be submitted by the provider and indicate the Non-credentialed practitioner in the rendering provider box on the claim. Additionally, all Non-Independent practitioners rendering services must have their own individual Share Vendor ID number on file with NMCD for tracking purposes.
- VIII. NMCD may periodically conduct chart audits to ensure compliance with NMCD policies and procedures.
- IX. At the request of NMCD, on no more than a bi-annual basis, LADAC Provider will provide in writing within 30 days of request, a listing of all Non-credentialed LADAC Clinicians employed by LADAC Provider rendering treatment to NMCD offenders.

INVOICE

When the Provider submits invoices, the Provider agrees to use the NMCD approved and provide all required reporting and backup documentation related thereto. The NMCD Workbook may be changed from time to time. The Provider's Workbook and necessary documentation (sign-in sheets, receipts, etc.) must be complete and submitted electronically to the Community Corrections Administrative Office in care of NMCD Community Corrections Administrator. If the Provider's Workbook/Invoice is not properly filled out and complete it may cause the Provider's reimbursement to be delayed. Faxes and hand delivered invoices will not be accepted. All submissions must be made electronically. The Provider shall submit a completed monthly NMCD Workbook containing the signed NMCD invoice with thirty (30) days of services rendered in the prior month.

When billing for services, the Provider shall comply with all requirements and obligations of the NMCD billing system, applicable and federal state laws and regulations. All services rendered and any services billed for under this program must comply with all applicable requirements for that Service Code and Modifier including but not limited to, Service Requirements, Program Requirements, Provider Requirements, Staffing Requirements, Documentation Requirements, Treatment Standards, Treatment Units, Treatment Duration, Service Definition/CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier requirements, as well as any other applicable requirement for such service.

Note: The scope of the services that NMCD will or will not reimburse for is subject to change without notice due to the constraints on the state budget, funding cuts and lack of appropriations

from the State of New Mexico Legislature. Should this occur, NMCD will advise Provider, as soon as practicable.

COMPENSATION

CLAIMS

When the Provider submits claims for billing under this program, the Provider's State Agency Fee Schedule will set forth the permitted billing codes, including but not limited to, CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier, and Rates under which the Provider may submit claims for this program. When submitting claims, the provider shall comply with all requirements and obligations in the NMCD claims system, applicable federal and state laws and regulations. All services rendered and any submitted claims must comply with all applicable requirements for that service including but not limited to, Service Requirements, Program Requirements, Provider Requirements, Staffing Requirements, Documentation Requirements, Treatment Standards, Treatment Units, Treatment Duration, Service Definition/CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier requirements, as well as any other applicable requirement for such service and claim.

Note: The scope of the services that NMCD will or will not reimburse for is subject to change without notice due to the constraints on the state budget, funding cuts and lack of appropriations from the State of New Mexico Legislature. Should this occur, NMCD will advise Provider, as soon as practicable.

CONFLICT

Conflict Between Documents To the extent that a provision of this Attachment A Scope of Work conflicts with a provision in the Agreement, this Attachment A Restated and Amended Scope of Work shall govern.

SCOPE OF WORK #11

NMCD – Substance Abuse Outpatient

The provider shall perform the work described in the Scope of Work; which is hereby incorporated and made a part of the agreement.

PROGRAM DESCRIPTION

This Request for Proposal (RFP) is for the purpose of entering into a contract with a service provider to provide evidence based substance abuse treatment for individuals under NMCD supervision, probation or parole, and individuals discharging from prison or jail to community supervision. All services must be delivered and provided by adequately trained, licensed and qualified staff in accordance with all the applicable credentialing and licensing requirements, and in compliance with the NMCD, as follows:

Provider shall provide:

PREA Compliance: The Contractor shall follow and enforce the Department's Prison Rape Elimination Act (PREA) policies which mandate reporting and treatment for abuse or neglect of all inmates in the secure institutions. *The Prison Rape Elimination Act (PREA) is federal law, Public Law 108-79, signed into law in September 2003 by the President of the United States and now designated as 42 USC § 15601. PREA establishes a zero- tolerance standard against sexual assaults and rapes of incarcerated persons of any age. This makes the prevention of sexual assault in Department institutions a top priority. PREA sets a standard that protects the Eighth Amendment right (Constitutional right prohibiting cruel or unusual punishment) of Federal, State, and local inmates.*

Substance Abuse Programming: An organized regimen that focuses on the abuse and/or the underlying causes of substance abuse. The program shall include the following, but is not limited to individual and group counseling, self-help groups, and relapse management. These components are mandatory for every offender enrolled in this type of programming. In addition, a PPD approved assessment tool is mandatory at the time of initial assessment and re-assessment.

Pharmacological Support: If the Provider is licensed, or holds a special permit, to hold and dispense medications from the New Mexico Pharmacy Board or other applicable licensing board, then the Provider may provide such pharmacological support as it is legally permitted to effectively meet the needs of offenders, as deemed appropriate.

Other Provider Requirements:

Resource Management: Provider shall work in collaboration with NMCD and community resources to ensure the needs of offenders are effectively being met by discussing progress and problems of individual offenders and to share information. Efforts dedicated to the documentation and/or production of services rendered, month attendance and progress reports are excluded.

Enrollment: Enrollment is based on ordered conditions, known history and needs assessment. The primary treatment modality will be group counseling.

Insurance: In addition to the insurance requirements in the Provider Agreement, Provider must maintain liability insurance and appropriate leasehold insurance.

ELIGIBILITY FOR SERVICES

34. Provider shall render services to offenders who meet the following eligibility criteria, in accordance with NMCD:

- i. Be a convicted adult felony or misdemeanor offender under the supervision of NMCD;
- ii. Be assessed high needs; and
- iii. Be directly referred by the local Probation and Parole District (PPD) office.

35. Provider shall serve offenders based on a direct referral from the PPD Office. Access to services will be on the basis of an electronic referral by the PPD office. A written referral will be required from the PPD when the electronic referral system is inoperative or unavailable. Evidence of the referral must be located in the clinical record of the offender.

36. Provider shall render services to offenders, based on the following:

- i. A clinical assessment and treatment plan for clinical services;
- ii. A service needs assessment and service plan for non-clinical services/care; and
- iii. Encourage family involvement in treatment with the goal of, (a) helping families of offenders acquire techniques to enable meaningful interaction with the adult offender and, (b) assisting the adult offender and his family in understanding their roles and relationships as part of the solution in keeping the adult offender from future interaction with the criminal justice system.

37. Provider shall develop services based on evidence-based practices that are proven to be successful through research methodology and have produced consistently positive patterns of results, such as group treatment for substance abuse, Motivational Interviewing Therapy and Stages of Change Theory. The following criteria shall be utilized for the implementation of EBPs:

- i. At least one randomized clinical trial that has shown this practice to be effective;
- ii. The practice either targets behaviors or shows good effect on behaviors that are generally accepted outcomes; and
- iii. The practice should be specific to the treatment organizations population, including racial, linguistic, geographic and cultural factors – including characteristics specific to the offender population.

PROVIDER'S DUTIES OF CARE

Protocols: Provider agrees to comply with the Provider Manual, as revised from time to time, which is incorporated herein by this reference including but not limited to NMCD's fraud and abuse compliance plan, policies, procedures, and offender grievances and rights.

Continuity of Care; Referral to Other Health Professionals: Provider shall furnish these services in a manner providing continuity of care and ready referral of offenders to other Providers

at times as may be appropriate and consistent with the standards of care in the community. If an offender requires additional services or evaluation, including Emergency Services, Provider agrees to refer offender to his/her primary care physician or another Participating Provider. An offender requiring Emergency Services shall also be referred to the “9-1-1” emergency response system, as appropriate.

Access to Care: Provider shall ensure that offenders have timely and reasonable access to services and shall at all times be reasonably available to offender as is appropriate. If Provider is unavailable when offenders call, instructions must be provided for NMCD referring the offender to another Provider. Provider shall arrange for an answering machine or service that shall provide the office hours and emergency information and be capable of receiving messages 24 hours a day, 7 days a week, 365 days a year.

In addition, services provided under this Scope of Work shall be available evenings and weekends to accommodate work and school schedules of offenders; and must be available for a full twelve month period based on referrals from the Probation/Parole District Office.

REPORTING REQUIREMENTS

Provider shall comply with all reporting qualitative and quantitative requirements, as required and requested by NMCD. Reporting performance measure shall include but are not limited to the following:

61. Provider shall provide the local District Probation/Parole Office a monthly written report on each offender detailing the services being provided, the offenders attendance, behavior while participating in the programming, progress, treatment prognosis, and other information as requested and deemed appropriate by the Probation/Parole Officer (PPO) by the 5th day of the month, and for the prior month (an Individual Monthly Progress Report).
62. In addition, the provider shall ensure the following services are rendered and submit the following documentation/reports (that are satisfactory to the PPO) in the timeframes listed for all offenders to the local Probation/Parole District Offices as follows:
 - lxi. Provider shall ensure that all offenders are scheduled for a program intake within seven (7) days following the date of referral by the PPO.
 - lxii. Provider shall ensure: a minimum of 80% of all offenders are scheduled to receive clinical interview and assessment within two (2) days of program intake date; and that all offenders are scheduled to receive a clinical interview and assessment within five (5) days of program intake date, as verified by the dates on corresponding documentation.
 - lxiii. Provider shall complete an Individual Treatment Plan for each offender and deliver to the PPO within ten (10) days of the offender’s arrival to the agency.
 - lxiv. Provider shall complete an Individual Program Violation Report for each offender, including missed appointments, suspected or actual substance abuse, the use of physical

- restraint, the need for emergency medical care during programming, and other behaviors or incidents identified by the Provider within twenty-four (24) hours of their respective occurrence, or sooner depending on the severity of the violation. Verbal notification shall be provided within (2) two hours of a serious critical incident.
- lxv. Provider shall submit an Individuals Discharge Summary Report to the PPO within five (5) days of the offender's successful completion offender.
 - lxvi. Provider shall submit an Aftercare Recommendation report to the PPO within ten (10) days of the offender's successful competition.
63. Provider shall submit to the local Probation/Parole District Office the following documentation, prior to discharge of offender.
- i. Individual Substance Abuse Relapse Prevention Plans.
 - ii. Sex Offender Written Relapse Prevention Plans (if applicable)
 - iii. Individual Discharge Summary/Aftercare Recommendations
64. Provider shall participate in an outcome evaluation of offenders served by the program.
65. Provider shall maintain confidential all criminal history information provided by NMCD for the purposes of determining programming and shall return all criminal history information to the NMCD upon program discharge. This information includes but is not limited to the Pre and Post Sentence Report, FBI Rap Sheet, Police Reports, Judgment and Sentence, and Institutional History.
66. Provider shall conduct a character and criminal background investigation on all current and potential employees at the time of initial application and periodically, as requested by NMCD. A history of involvement with the criminal justice system will not automatically disqualify an individual from employment, unless otherwise stipulated by federal, state and local laws and regulations. However, the Provider must contact the Community Corrections Administrator prior to extending a job offer to any candidate for employment that has a criminal history for review and consultation. Provider shall also have policies and procedures in place for determining an applicant's or employee's appropriateness for employment.

SUPERVISORY PROTOCOL FOR LADAC LICENSED PRACTITIONER

Provider shall follow this Supervisory Protocol for its LADAC practitioner (LADAC Clinician). When providing services under this Scope of Work, the LADAC Clinician may be reimbursed when the services are within his legal scope of practice and provided in accordance with this Scope Of Work and Agreement. For purposes of this Scope of Work, the Collaborative has directed that the LADAC Clinician be "credentialed" in NMCD's provider network. This is an exception to national credentialing standards; consequently, the LADAC clinician is referred to as the non-credentialed licensed LADAC.

- I. NMCD will provide benefit coverage determinations to a fully credentialed participating Provider (referred to as Supervising Clinician) designated to provide clinical supervision to

- LADAC Clinician. The Provider has two individuals that can serve as a Supervising Clinician.
- II. At all times, the Supervising Clinician shall require the Non-credentialed licensed LADAC Clinician to comply with the protocols and requirements of NMCD and the requirements of all applicable regulatory authorities.
 - III. The approved Provider will conduct primary source verification of the Non-credentialed licensed LADAC Clinician's training and education including but not limited to:
 - A. Professional license eligibility
 - B. Minimum of Master's degree in behavioral health or counseling-related field
 - C. Work history – any gaps six (6) months or longer are accounted for
 - D. Past or existing complaints and/or investigations
 - E. Specialized Training, where applicable
 - IV. Non-credentialed licensed LADAC Clinicians will practice within the scope of their training and licensing Board requirements; and abide by all ethical principles and conduct of their discipline's licensing Board, of their Supervising Clinician and of their relevant professional association with which they are affiliated.
 - V. Offenders must be informed that they are being treated by a licensed LADAC Clinician and must sign a written consent to this effect. This Consent form must be maintained in the offender file.
 - VI. Supervision of Non-credentialed licensed LADAC Clinicians are subject to the following requirements:
 - A. Supervising Clinicians who are independently licensed and in good standing in the NMCD Network, will provide supervision of Non-credentialed licensed LADAC Clinicians.
 - B. The Supervising Clinician must have regular (regular to be defined as at a minimum weekly or biweekly) one-on-one supervision with the Non-credentialed LADAC Clinician to review treatment provided to offenders on an ongoing basis. Supervision must be documented in a manner where NMCD can access the information electronically, manually or via direct audit of the Offender's chart.
 - C. Supervising Clinicians will co-sign treatment plans
 - D. There must be a current, written policy addressing the supervisory protocol utilized at the clinic.
 - VII. Billing for services must be submitted by the provider and indicate the Non-credentialed practitioner in the rendering provider box on the claim. Additionally, all Non-Independent practitioners rendering services must have their own individual shared vendor ID number on file with NMCD for tracking purposes.
 - VIII. NMCD may periodically conduct chart audits to ensure compliance with NMCD policies and procedures.
 - IX. At the request of NMCD, on no more than a bi-annual basis, LADAC Provider will provide in writing within 30 days of request, a listing of all Non-credentialed LADAC Clinicians employed by LADAC Provider rendering treatment to NMCD offenders.

INVOICE

When the Provider submits invoices, the Provider agrees to use the NMCD approved and provide all required reporting and backup documentation related thereto. The NMCD Workbook may be changed from time to time. The Provider's Workbook and necessary documentation (sign-in sheets, receipts, etc.) must be complete and submitted electronically to the Community Corrections Administrative Office in care of NMCD Community Corrections Administrator. If the Provider's Workbook/Invoice is not properly filled out and complete it may cause the Provider's reimbursement to be delayed. Faxes and hand delivered invoices will not be accepted. All submissions must be made electronically. The Provider shall submit a completed monthly NMCD Workbook containing the signed NMCD invoice with thirty (30) days of services rendered in the prior month.

When billing for services, the Provider shall comply with all requirements and obligations of the NMCD billing system, applicable and federal state laws and regulations. All services rendered and any services billed for under this program must comply with all applicable requirements for that Service Code and Modifier including but not limited to, Service Requirements, Program Requirements, Provider Requirements, Staffing Requirements, Documentation Requirements, Treatment Standards, Treatment Units, Treatment Duration, Service Definition/CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier requirements, as well as any other applicable requirement for such service.

Note: The scope of the services that NMCD will or will not reimburse for is subject to change without notice due to the constraints on the state budget, funding cuts and lack of appropriations from the State of New Mexico Legislature. Should this occur, NMCD will advise Provider, as soon as practicable.

COMPENSATION

CLAIMS

When the Provider submits claims for billing under this program, the Provider's State Agency Fee Schedule will set forth the permitted billing codes, including but not limited to, CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier, and Rates under which the Provider may submit claims for this program. When submitting claims, the provider shall comply with all requirements and obligations in the NMCD claims system, applicable federal and state laws and regulations. All services rendered and any submitted claims must comply with all applicable requirements for that service including but not limited to, Service Requirements, Program Requirements, Provider Requirements, Staffing Requirements, Documentation Requirements, Treatment Standards, Treatment Units, Treatment Duration, Service Definition/CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier requirements, as well as any other applicable requirement for such service and claim.

Note: The scope of the services that NMCD will or will not reimburse for is subject to change without notice due to the constraints on the state budget, funding cuts and lack of appropriations from the State of New Mexico Legislature. Should this occur, NMCD will advise Provider, as soon as practicable.

CONFLICT

Conflict Between Documents To the extent that a provision of this Attachment A Scope of Work conflicts with a provision in the Agreement, this Attachment A Restated and Amended Scope of Work shall govern.

SCOPE OF WORK #12

NMCD - TRANSITIONAL HOUSING

The provider shall perform the work described in the Scope of Work; which is hereby incorporated and made a part of the agreement.

PROGRAM DESCRIPTION The New Mexico Corrections Department Probation and Parole Division is seeking proposals to provide for transitional housing with supportive services for offenders reentering the community from incarceration or otherwise displaced in the community. Housing placement is intended as transitional until the offender obtains stable income or employment, appropriate housing, state issued identification, substance, mental health or other programming needs and community involvement. The goal of the services is to move the defendant from transitional to independent living arrangements with appropriate services in place.

For the purpose of this RFP, *Transitional Housing* is defined as a NMCD funded program that provides temporary (generally up to twelve (12) months) housing for offenders in need of a stable living environment and provides support for a transition to independent living. *Supportive Services* include, but are not limited to, case management, structured daily schedules, phased supervision levels, community referrals, transportation, employment support/training, and life skills education.

PROGRAM AND PERFORMANCE MEASURES

38. Provider shall meet the following performance measures and failure to meet said performance measures can result in penalties.

TRANSITIONAL HOUSING/HALFWAY HOUSE

oo. All providers will be held to specific performance review criteria over the life of the contract to ensure that project deliverables as outlined in the RFP and attested to in the Scope of Work are being met. Review of program deliverables will occur at least quarterly.

- pp. Provider shall perform an initial assessment, provide a program orientation and create a Service Plan for each offender within two (2) business days of program entry, if not prior.
- qq. Provider shall ensure that 100% of resident offenders have a collaborative Service Plan which shall be approved by PPD.
- rr. Provider shall ensure that 100% of resident offenders enter into programming for independent living.
- ss. Provider shall provide a written response to each referral from NMCD within fourteen (14) business days of receipt.
- tt. By the end of each quarter, all beds shall be filled to at least 80% occupancy, unless the number of referrals provided by PPD is not adequate to support the 80% utilization rate.
- uu. Provider shall ensure that the contracted bed housing capacity is available for occupancy within seven (7) day notice at a rate of 100%.
- vv. Provider shall provide employment assistance, including interviewing skills and completing employment applications to a minimum of 90% of all offenders referred by a PPO.

39. If Provider fails to successfully meet a performance measure, Provider shall be liable to the Agency for liquidated damages in the amount of money associated with that performance measure as follows:

- i. Any costs incurred by NMCD to secure alternative housing shall be credited back to NMCD in the current billing month.
- ii. Any costs for food associated with the per diem rate shall be credited to NMCD if the program menu is not approved by a licensed dietician, nor served within the approved variation of the menu.

40. Performance measures will be evaluated at the time of the program audit and any subsequent follow up audits.

41. NMCD may withhold payment on any amounts, which it determines are not a part of the Provider's approved payment schedule.

42. NMCD may withhold payments if the Provider is thirty (30) days delinquent in submitting to the Agency reports and offender data which are required of this contract.

43. If Provider fails to provide services in accordance with professional standards of care, Provider will not be paid for such services, or if such services have already been paid for by the NMCD or another agency, Provider shall refund the payment for such services to NMCD.

44. NMCD shall notify the Provider of the amount of the withholding/liquidated damages/refund and the reason therefore with thirty (30) days of such withholding/liquidated damages/refund. Provider may appeal such withholding/liquidated

damages/refund and submit justification to NMCD with thirty (30) days of notice of such withholding/liquidated damages/refund. The decision of NMCD shall be final.

45. In the event that liquidated damages are assessed or a refund is requested, NMCD may choose to deduct the liquidated damages or refund from a subsequent payment or the Provider will credit or pay the liquidated damages or refund within thirty (30) days of termination of contract.

SERVICES		
Halfway House/Transitional Living: Provider is contracted to provide the following services to NMCD offenders, as referred by the Probation and Parole Officer (PPO).		
Program Location	Expected Capacity	Funding Stream
	As referred by PPO	NMCD
Services Codes:	Modifier	Definition
		Halfway House
NOTES: Placement shall typically be for a six (6) month period, but may be extended upon the request and approval of the local PPD office.		

- **Halfway House/Transitional Housing:** The goals of all NMCD funded transitional housing programs are to support offenders in community reintegration/reentry and/or displacement to assist in maintaining public safety by offering an array of services and to reduce offender recidivism through on-site programming.

Transitional housing sites may be in the form of apartments (shared or single) within the community (with full or partial rental assistance), large-scale transitional housing sites or houses with shared rooms or apartments.

Generally transitional housing programs shall provide temporary housing to offenders for no more than twelve (12) months while supporting and encouraging the offender to move to independent living. The Department recognizes that some individuals may require placement in a long-term community setting for the duration of their time under NMCD supervision due to significant medical or mental health needs.

Service is inclusive of provisions for room and board assistance with daily living activities, such as locating employment, developing vocational/employment skills, and securing permanent housing. Service also requires the following administrative components to be implemented:

- i. Provide twenty-four (24) hour supervision by staff for all offenders;
- ii. At the time of admission, provide offenders with (a) program rules, disciplinary action, and grievance procedures; (b) written policy and procedure for conducting searches of residents

and all areas of the facility in order to control contraband and locate missing or stolen property; (c) written policy and procedure for responding absconder; (d) written policy and procedure on the use of physical force-restricting, including its use to instances of justifiable self-protection, protection of others, prevention of property damage, and only to the degree of necessary and in accordance with appropriate statutory authority; and (e) written policy and procedure prohibiting the use of personal abuse and corporal punishment, and specifically noting that offenders are not subject to unusual punishment, mental abuse, or punitive interference with the daily functions of living, such as eating or sleeping;

- iii. Notify the PPO or PPD Response Center within twenty-four (24) hours of program violations and immediately in the event an offender violates their curfew or fails to report back to the facility after an approved activity;
- iv. Maintain written safety and emergency policy and procedures, conduct quarterly emergency evacuation/fire drills under varied conditions, annual inspections by local or state fire officials or other qualified person(s), and test the fire detection system on a regular basis; services or evaluation, including Emergency Services, Provider agrees to refer offender to his/her primary care physician or another Practicing Provider in accordance with the terms and conditions of offender's Benefit Plan, if any, if applicable. An offender requiring Emergency Services shall also be referred to the "9-1-1" emergency response system, as appropriate.
- v. NMCD will review offenders length of stay every (6) months for determination to extend length of stay.
- vi. NMCD reserves the right to conduct searches of the facility.
- vii. Proposed programs will be required to consider sex offenders on a case-by case basis and provide intensive services on site (substance abuse and/or mental health support, life skills, education, relapse prevention, employment support etc.)

Access to Care: Provider shall ensure that offenders have timely and reasonable access to services and shall at all times be reasonably available to offenders as is appropriate. If Provider is unavailable when offenders call, instructions must be provided for NMCD referring the offender to another Provider. Provider shall arrange for an answering machine or service that shall provide the office hours and emergency information and be capable of receiving messages 24 hours a day, 7 days a week, 365 days a year.

In addition, services provided under this Scope of Work shall be available evenings and weekends to accommodate work and school schedules of offenders; and must be available for a full twelve (12) month period based on referrals from the Probation/Parole District Office.

REPORTING REQUIREMENTS

Provider shall comply with all reporting qualitative and quantitative requirements, as required and requested by NMCD. Reporting performance measure shall include but are not limited to the following:

67. Provider shall provide the local Probation/Parole District Office a monthly written report on each participant detailing the services being provided, the offenders attendance, behavior while participating in the programming, progress, treatment prognosis, and other information as requested and deemed appropriate by the Probation/Parole Officer (PPO) by the 5th day of the month, and for the prior month (an Individual Monthly Progress Report).
68. In addition, the provider shall ensure the following services are rendered and submit the following documentation/reports (that are satisfactory to the PPO) in the timeframes listed for all offenders to the local Probation/Parole District Offices as follows:
 - lxvii. Provider shall ensure that all offenders are scheduled for a program intake within seven (7) days following the date of referral by the PPO.
 - lxviii. Provider shall ensure: a minimum of 80% of all offenders are scheduled to receive clinical interview and assessment within two (2) days of program intake date; and that all offenders are scheduled to receive a clinical interview and assessment within five (5) days of program intake date, as verified by the dates on corresponding documentation.
 - lxix. Provider shall complete an Individual Treatment Plan for each offender and deliver to the PPO within fourteen (14) days of the offender's arrival to the agency.
 - lxx. Provider shall complete an Individual Program Violations Report for each offender, including missed appointments, suspected or actual substance abuse, the use of physical restraint, the need for emergency medical care during programming, and other behaviors or incidents identified by the Provider within twenty-four (24) hours of their respective occurrence, or sooner depending on the severity of the violation. Verbal notification shall be provided within two (2) hours of a serious critical incident.
 - lxxi. Provider shall submit an Individuals Discharge Summary Report to the PPO within five (5) days of the offender's successful completion.
 - lxxii. Provider shall submit an Aftercare Recommendation report to the PPO within ten (10) days of the offender's successful completion.
69. Provider shall submit to the local Probation/Parole District Office the following documentation, prior to discharge of participant.
 - i. Individual Substance Abuse Relapse Prevention Plans.
 - ii. Sex Offender Written Relapse Prevention Plans (if applicable)
 - iii. Individual Discharge Summary/Aftercare Recommendations
70. Provider shall participate in an outcome evaluation of offenders served by the program.
71. Provider shall maintain confidential all criminal history information provided by NMCD for the purposes of determining programming and shall return all criminal

- history information to the NMCD upon program discharge. This information includes but is not limited to the Pre and Post Sentence Report, FBI Rap Sheet, Police Reports, Judgment and Sentence, and Institutional History.
72. Provider shall conduct a character and criminal background investigation on all current and potential employees at the time of initial application and periodically, as requested by NMCD. A history of involvement with the criminal justice system will not automatically disqualify an individual from employment, unless otherwise stipulated by federal, state and local laws and regulations. However, the Provider must contact the Community Corrections office prior to extending a job offer to any candidate for employment that has a criminal history for review and consultation. Provider shall also have policies and procedures in place for determining an applicant's or employee's appropriateness for employment.

INVOICE

When the Provider submits invoices, the Provider agrees to use the NMCD approved and provide all required reporting and backup documentation related thereto. The NMCD Workbook may be changed from time to time. The Provider's Workbook and necessary documentation (sign-in sheets, receipts, etc.) must be complete and submitted electronically to the Community Corrections Administrative Office in care of NMCD Community Corrections Administrator. If the Provider's Workbook/Invoice is not properly filled out and complete it may cause the Provider's reimbursement to be delayed. Faxes and hand delivered invoices will not be accepted. All submissions must be made electronically. The Provider shall submit a completed monthly NMCD Workbook containing the signed NMCD invoice with thirty (30) days of services rendered in the prior month.

When billing for services, the Provider shall comply with all requirements and obligations of the NMCD billing system, applicable and federal state laws and regulations. All services rendered and any services billed for under this program must comply with all applicable requirements for that Service Code and Modifier including but not limited to, Service Requirements, Program Requirements, Provider Requirements, Staffing Requirements, Documentation Requirements, Treatment Standards, Treatment Units, Treatment Duration, Service Definition/CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier requirements, as well as any other applicable requirement for such service.

Note: The scope of the services that NMCD will or will not reimburse for is subject to change without notice due to the constraints on the state budget, funding cuts and lack of appropriations from the State of New Mexico Legislature. Should this occur, NMCD will advise Provider, as soon as practicable.

COMPENSATION

CLAIMS

When the Provider submits claims for billing under this program, the Provider's State Agency Fee Schedule will set forth the permitted billing codes, including but not limited to, CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier, and Rates under which the Provider may submit claims for this program. When submitting claims, the provider shall comply with all requirements and obligations in the NMCD claims system, applicable federal and state laws and regulations. All services rendered and any submitted claims must comply with all applicable requirements for that service including but not limited to, Service Requirements, Program Requirements, Provider Requirements, Staffing Requirements, Documentation Requirements, Treatment Standards, Treatment Units, Treatment Duration, Service Definition/CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier requirements, as well as any other applicable requirement for such service and claim.

Note: The scope of the services that NMCD will or will not reimburse for is subject to change without notice due to the constraints on the state budget, funding cuts and lack of appropriations from the State of New Mexico Legislature. Should this occur, NMCD will advise Provider, as soon as practicable.

CONFLICT

Conflict Between Documents To the extent that a provision of this Attachment A Scope of Work conflicts with a provision in the Agreement, this Attachment A Restated and Amended Scope of Work shall govern.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offerors **must**:

- a) provide a description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of behavioral health services. All behavioral health services provided to private sector will also be considered;
- b) indicate how many behavioral health service contracts have been installed in the last two years and what percentage of business revenue is derived from behavioral health service contractual engagements;
- c) describe at least two project successes and failures of an behavioral health service contractual engagement. Include how each experience improved the Offeror's services.

2. Organizational References

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. **Offerors are required to submit APPENDIX F, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Sec I Paragraph D.** It is the Offeror's responsibility to ensure the completed forms are received on or before Friday, February 27, 2015 for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the vendor's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Para C.18.

Offerors shall submit the following Business Reference information as part of Offer:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);

- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

3. Oral Presentation

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Agency. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

4. Mandatory Specification – In order for NMCD to consider any proposal Provider must first prove that they meet the following criteria:

- 1. Provider must be Medicaid certified and capable of billing Medicaid for services provided to qualified Medicaid recipients.
- 2. Provider must be appropriately licensed to legally provide services according to the specification in the Scope of Work.
- 3. Provider must additionally provide proof of all standard state purchasing pass/fail documentation to include: Proof of Financial Stability; Letter of Transmittal, Signed Campaign Contribution Form.

5. Desirable Specification

Although each Scope of Work is an individual component of this RFP and Providers may bid on just one Scope of Work, NMCD will view favorably those providers who have the ability to provide multiple services to offenders. For example a provider who has the ability to provide substance abuse counseling and mental health services may be desirable.

6. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state

the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

2. Performance Surety Bond

Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award. **A statement of concurrence must be submitted in the Offeror's proposal.**

3. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company.

4. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

5. Cost

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by the type and quantity of service hours. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.

6. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (APPENDIX G) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Factors – correspond to section IV.B and IV C	Points Available
B. Technical Specifications	
A(1) Organizational Experience	100
A(2) Organizational References	100
A(3) Oral Presentations	50
A(4) Mandatory Specifications	150
A(5) Desirable Specification	200
B Business Specifications	100
B(1) Cost	300
B(2) Financial Stability	Pass/Fail
B(3) Medicaid Certified (As applicable)	Pass/Fail
B(4) Letter Of Transmittal	Pass/Fail
B(5) Campaign Contribution Disclosure Form	Pass/Fail
B(6) Employee Health Coverage Form (As applicable)	Pass/Fail
B(7) Pay Equity Reporting	Pass/Fail
B(8) Licensure Specifications (As applicable)	Pass/Fail
B(9) PREA Compliance (As applicable)	Pass/ Fail
TOTAL	1,000 points

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. A.1 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

2. A.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions as per Appendix F. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will be awarded zero (0) points.

1. A.3 Oral Presentation (See Table 1)

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are required all Offerors will receive the same amount of total points for this evaluation factor).

2. A.4 Mandatory Specifications

Agencies must include evaluation criteria based on Section IV. B.

3. A.5 Desirable Specifications

Agencies must include evaluation criteria based on Section IV. B.

4. B.1 Cost (See Table 1)

5. B.2 Financial Stability (See Table 1)

Pass/Fail only. No points assigned.

6. B.3 Medicaid Certified (See Table 1)

Pass/Fail only. No points assigned.

7. B.4 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

8. B.5 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

9. B.6 Employee Health Coverage Form (See Table 1)

Pass/Fail only. No points assigned.

10. B.7. Pay Equity Reporting (See Table 1)

Pass/Fail only. No points assigned.

11. B.8. Licensure Certifications (See Table 1)

Pass/Fail only. No points assigned.

The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror’s Bid}} \times \text{Available Award Points}$$

12.C.6. New Mexico Preferences

Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

A. New Mexico Business Preference

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

B. New Mexico Resident Veterans Business Preference

If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point are one of the following:

- 10% for less than \$1M (prior year revenue)
- 8% for more than \$1M but less than \$5M (prior year revenue)
- 7% for more than \$5M(prior year revenue)

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

**Behavioral Health and Transitional Living Services
50-770-15-04927**

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX G.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than January 26, 2015. 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 written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

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

**Philip B. Senior
Procurement Manager
New Mexico Corrections Department
4337 State Road 14
Santa Fe, New Mexico 87508-0116**

Fax: (505) 827-8707

Email: Phillip.Senior@state.nm.us

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Campaign Contribution Disclosure Form

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

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

Signature

Date

Title (Position)

APPENDIX C
SAMPLE CONTRACT

STATE OF NEW MEXICO

NEW MEXICO CORRECTIONS DEPARTMENT PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **NAME OF AGENCY**, hereinafter referred to as the "Agency," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration (DFA).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars (\$_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). 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 Agency 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.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices **MUST BE** received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**

(—OR—)

(CHOICE – MULTI-YEAR)

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars (\$_____) in FYXX (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount**

payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT) in FYXX.

(REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

B. Payment in FYXX, FYXX, FYXX, and FYXX is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices **MUST BE** received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This Agreement shall terminate on **(DATE)** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; 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. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

9. Release.

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

10. Confidentiality.

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

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 Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, 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.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or

employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

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

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

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, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes 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 state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

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 NMSA 1978, § 38-3-1 (G). 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 Agency.

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 Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. Indemnification.

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

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

22. Employee Pay Equity Reporting.

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the

PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the Procurement Manager of this Agreement or Designee, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

23. 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.

24. 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.

25. Notices.

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

To the Agency:

[insert name, address and email].

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

26. Authority.

If Contractor is other than a natural person, the individual(s) 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau below.

By: _____ Date: _____
Agency

By: _____ Date: _____
Agency's Legal Counsel – Certifying legal sufficiency

By: _____ Date: _____
Agency's Chief Financial Officer

By: _____ Date: _____
Contractor

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

ID Number: 00-000000-00-0

By: _____ Date: _____
Taxation and Revenue Department

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

By: _____
DFA Contracts Review Bureau

Date: _____

APPENDIX D

COST RESPONSE FORM

Sample Below

(Buyers note: Ensure statutory requirements of NMSA 1978, § 13-1-150 regarding Multi Term Contracts limits are complied with when establishing Pricing/Term periods or extension pricing)

Description	Type	Quantity	Cost per Item

Example Format: Base Period: (xx/xx/xxxx thru xx/xx/xxxx) Price: \$
 (includes all labor, materials, equipment, transportation, fees and taxes to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)
 Option Year 1: (xx/xx/xxxx thru xx/xx/xxxx) Price:\$_____

(includes all labor, materials, equipment, transportation, configuration, installation, training, taxes and profit to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

Option Year 2: (xx/xx/xxxx thru xx/xx/xxxx) Price:\$_____

(includes all labor, materials, equipment, transportation, configuration, installation, training, taxes and profit to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

Option Year 3: (xx/xx/xxxx thru xx/xx/xxxx) Price:\$_____

(includes all labor, materials, equipment, transportation, configuration, installation, training, taxes and profit to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

Option Year 4: (xx/xx/xxxx thru xx/xx/xxxx) Price:\$_____

(includes all labor, materials, equipment, transportation, fees and taxes to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E
Letter of Transmittal Form

RFP#: _____

Offeror Name: _____ **FED ID#** _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

___ No sub-contractors will be used in the performance of any resultant contract OR

___ The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. ___ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

___ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

___ I acknowledge receipt of any and all amendments to this RFP.

_____, 2014
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to:

Philip B. Senior
Procurement Manager
New Mexico Corrections Department
4337 State Road 14
Santa Fe, New Mexico 87508-0116

Fax: (505) 827-8707

Email: Philip.Senior@state.nm.us

January 26, 2015 for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

RFP # 50-770-15-04927
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of New Mexico, New Mexico Corrections Department Probation and Parole Division via facsimile or e-mail at:

Name: **Philip B. Senior**
Procurement Manager
New Mexico Corrections Department
4337 State Road 14
Santa Fe, New Mexico 87508-0116

Fax: **(505) 827-8707**

Email: **Philip.Senior@state.nm.us**

no later than January 26, 2015 and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of New Mexico Procurement Manager listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	
Project description;	
Project dates (starting and ending);	
Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

7. How satisfied are you with the products developed by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?
COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?
COMMENTS:

10. Would you recommend this vendor's services to your organization again?
COMMENTS:

APPENDIX G
RESIDENT VETERANS CERTIFICATION

New Mexico Preference Resident Veterans Certification

Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.