

**TWELFTH JUDICIAL DISTRICT COURT
COUNTIES OF OTERO AND LINCOLN
REQUEST FOR PROPOSALS (RFP)
RFP No. 25-01-24200**

**YOUNG ADULT BEHAVIORAL HEALTH & SUBSTANCE USE DISORDER TREATMENT
SERVICES**

**IN THE TWELFTH JUDICIAL DISTRICT COURT FOR THE YOUNG ADULT TREATMENT
COURT PROGRAM AND OTHER TREATMENT COURT PROGRAMS WHICH MAY BE
IMPLEMENTED**

**RFP Release Date: November 4, 2024
Acknowledgement of Receipt Deadline: November 12, 2024
Deadline for Submission of Proposals: December 9, 2024**

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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 Substance Use Disorder (SUD) and other behavioral health services for the young adult treatment and problem solving courts in the 12th Judicial District.

This Request for Proposals (RFP) has been developed for the purpose of soliciting, evaluating, and selecting proposals in a fair and competitive manner. If an Offeror fails to meet any

mandatory items set forth in this RFP, the proposal will be declared non-responsive and, not eligible for further consideration. A proposal submitted after the deadline is deemed unresponsive.

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

Before any award is made, the Twelfth Judicial District Court (12th JDC) may conduct discussions with Offerors who submit proposals that are determined to be reasonably susceptible of being selected for awards, but the award may be without such discussions. When it is in the best interest of the 12th JDC, the RFP may be canceled, or any and all proposals may be rejected in whole or in part.

Any contract awarded as a result of this RFP process may be terminated or reduced in scope if sufficient appropriations or authorizations do not exist. Such termination will be affected by the 12th JDC sending written notice to the Contractor. The 12th JDC's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final. If the determination is made that there is insufficient funding to continue or finalize a program, the Contractor will be compensated to the level of services performed, as authorized by the 12th JDC prior to that determination. This provision, however, is not exclusive and does not waive other legal rights and remedies afforded the 12th JDC in such circumstances as contractor defaults or is in breach of the Contract.

Any protests of the award must be made in accordance with the Procurement Code, NMSA 1978, Section 13-1-28 to Section 13-1-199. This RFP is being issued to hire Contractors to work with the 12th JDC's young adult treatment court to provide substance use disorder treatment and other behavioral health services.

Any contract will be for a twelve month period beginning February 1, 2025, with an option to request to renew annually, after the first ten months of each year, for three (3) additional years, for a total of no more than four years. Continuation of the contract(s) for each additional year will be at the discretion of the 12th JDC, and will be contingent upon satisfactory contract compliance by the Contractor(s) as determined by the 12th JDC and upon the existence of sufficient funding.

B. Background Information

Treatment courts are considered the most successful justice intervention for people with substance use and mental health disorders. For three decades, treatment courts have proven that a combination of treatment and compassion can lead people with substance use and/or mental health disorders into lives of stability, health, and recovery. This is a public health approach to justice reform in which treatment providers ensure individuals before the courts receive personalized, evidence-based treatment, and they work as a team with law

enforcement, community supervision, defense, prosecution, and the judge to provide ongoing support and recovery services.

C. Scope of Procurement

Any contract resulting from this procurement will be for a twelve month period, beginning February 1, 2025, with an option to request to renew annually, after the first ten months of each year, for three (3) additional years, for a total of no more than four (4) years. Continuation of the contract for each additional year will be at the discretion of the 12th JDC, and will be contingent upon satisfactory contract compliance by the Contractor as determined by the 12th JDC and upon the existence of sufficient funding.

All treatment services will align with:

- The New Mexico Judiciary Treatment Court Standards (approved January 2021 -anticipated to be updated late 2024),
- The AllRise (formerly National Association of Drug Court Professionals) Adult Drug Court Best Practice Standards (2nd Edition 2024),
- The American Society of Addiction Medicine (ASAM) criteria,
- Any and all Policy and Procedure Manuals, Participant Handbooks, and other materials developed by Twelfth Judicial District Court Judges and staff

Behavioral Health and Substance Use Disorder treatment services shall be evidence-based and may include:

- Clinical Screening and Assessment
- Individual Treatment Plans
- Individual Counseling
- Intensive Outpatient Services
- Group Counseling
- Comprehensive Community Support Services
- Drug Screening and Testing
- Medication Assisted Treatment for Substance Use Disorder
- Psychiatric Care/Medication Management
- Alumni Group
- Aftercare Planning

Additionally, any contractor working with the 12th JDC treatment courts MUST provide substantial administrative court liaison services (outlined in more detail in Section IV.A.3), including attendance at staffings and hearings as well as providing written status reports documenting participant attendance, engagement, progress, barriers, incident reports. As the success of our treatment court programs depends on participant perception that judicial decision making is fair and informed, these programs depend on accurate and thorough documentation.

Any individual providing services to treatment court participants and/or attending staffings MUST complete orienting training to the treatment court model within two months of joining the team. All staff working with treatment court participants shall engage in regular 'refresher' trainings to ensure adherence to best practices.

D. Procurement Manager

The 12th JDC has designated an RFP Manager who is responsible for the conduct of this procurement whose name, address, and telephone number are listed below:

Megan Bowman
1000 New York Avenue
Alamogordo, NM 88310
Phone: 575-812-5081
Email: aladmnbn@nmcourts.gov

All submissions and deliveries via postal service and express courier should be sent to the above address.

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 Procurement Manager.

Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.10. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **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.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. Proposal Delivery

All deliveries of proposals via express carrier, courier or hand delivery, must be addressed and submitted as follows:

Name: Megan Bowman
Reference RFP Name: YOUNG ADULT BEHAVIORAL HEALTH & SUBSTANCE USE DISORDER
TREATMENT SERVICES 25-01-24200
Address: 1000 New York Avenue
Alamogordo, NM 88310

F. Procurement Library

A procurement library has been established and can be found here:

<https://twelfthdistrict.nmcourts.gov/about-this-district/court-administration/procurement/>

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:

- Electronic version of RFP
- Questions & Answers (Section II.B.4)
- Any amendments to this RFP
- The New Mexico Treatment Court Standards
- AllRise (formerly National Association of Drug Court Professionals) Adult Treatment Court Best Practice Standards
- Links to websites containing additional treatment court information

II. Conditions Governing the Procurement

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this 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	Agency	November 4, 2024
2. Acknowledgement of Receipt Form	Potential Offerors	November 12, 2024
3. Deadline to submit Written Questions	Potential Offerors	November 15, 2024
4. Response to Written Questions	Procurement Manager	November 20, 2024
5. Submission of Proposal	Potential Offerors	December 9, 2024, 4:00pm
6.* Proposal Evaluation	Evaluation Committee	December 9-19, 2024
7.* Selection of Finalist	Evaluation Committee	December 20, 2024
8.* Finalize Contractual Agreements	Agency/Finalist Offerors	December 27, 2024
9.* Contract Awards	Agency/ Finalist Offerors	January 2, 2025
10.* Protest Deadline	Agency	January 17, 2025

*Dates indicated in Events 6 through 10 are estimates only, and may be subject to change without necessitating an amendment to the RFP. Additionally, contracts may be awarded outside the above timeline in the event new treatment court programs are launched.

B. Explanation of Events

1. Issue RFP

This RFP is being issued on behalf of the State of New Mexico TWELFTH JUDICIAL DISTRICT COURT on November 4, 2024.

2. Acknowledgement of Receipt Form

Potential Offerors may hand deliver, e-mail or send by registered or certified mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager identified in Section I.D, Megan Bowman, aladmnb@nmcourts.gov to have their organization placed on the procurement distribution List. The form must be returned to the Procurement Manager by 4:00 p.m. MST/ MDT on November 12, 2024.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.F.) responses to written questions and any amendments to the RFP.

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 November 15, 2024, as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.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 the written questions will be provided via e-mail, on or before the date Indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to:

<https://twelfthdistrict.nmcourts.gov/about-this-district/court-administration/procurement/>

5. Submission of Proposals

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 4:00 PM MST/MDT ON DECEMBER 9, 2024. NO LATE PROPOSAL CAN BE ACCEPTED. The date and time of receipt will be recorded on each proposal. If an Offeror decides to use a third-party delivery entity to submit its proposal, it is still the responsibility of the Offeror to ensure that the delivery is made on time. An Offeror should take into account all factors regarding the delivery by the third party entity and ensure that the delivery is made prior to the stated deadline. Weather delays, traffic jams, deliveries to the incorrect address nor any other reason for a delay will be accepted for failure to make the stated deadline.

Proposals must be addressed and delivered to the Procurement Manager at the address identified in Section I.D. 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 SUD Treatment Providers Proposals submitted by facsimile, or other electronic means, will not be accepted. A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, 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 Section II.A, 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 thereafter. Finalist Offerors will include the offers receiving the highest cumulative scores in the following sections:

- I. Proposal Summary
- II. Organizational Requirements
- III. Additional Specifications
- IV. Business Specifications
- V. Cost Response

8. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

9. Contract Awards

Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and State approval.

10. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, 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 following the notice of award of contract(s) and will end at 5:00 pm MST/MDT 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:

Audrey Hukari
Court Executive Officer
Twelfth Judicial District Court
1000 New York Avenue
Alamogordo, NM 88310
aladalh@nmcourts.gov

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 these Conditions Governing the Procurement, Section II.C, General Requirements, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, Disclosure Regarding Responsibility, located in APPENDIX C.

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. Subcontractors/Consent

The use of subcontractors is not allowed without prior written approval of the 12th JDC. The contractor shall be wholly responsible for the entire performance of the contractual agreement resulting from this RFP whether or not subcontractors are used. Additionally, the contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

4. 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. Agency personnel will not merge, collate, or assemble proposal materials.

5. 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, 1.4.1.5 & 1.4.1.36 NMAC.

6. 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, if the Offeror is invited or required to submit one.

7. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, except for proprietary or confidential material as follows:

- a. Proprietary and Confidential information is restricted to:
 - i. confidential financial information concerning the Offeror's organization; and
 - ii. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7, NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.2, Confidential Information, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: 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 proprietary or confidential materials, the Agency shall examine the 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 proprietary or confidential information.

8. 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.

9. 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.

10. 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 affected 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.

11. 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.

12. 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.

13. Basis for Proposal

Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

14. 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 Draft Contract Appendix G. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft 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 Draft 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 Draft Contract (APPENDIX G) 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 Draft 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.

15. 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. See Section II.C.15, Offeror's Terms and Conditions, for requirements.

16. 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.

17. 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 §13-1-83 and §13-1-85, NMSA 1978.

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section II.C.18, 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.

19. 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.

20. Notice of Penalties

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

21. 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.

22. 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.

23. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is canceled, all responses received shall be destroyed by the Agency unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

24. 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.

25. 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.4, Response to Written Questions).

26. 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:

<https://twelfthdistrict.nmcourts.gov/about-this-district/court-administration/procurement/>

27. New Mexico Employees Health Coverage

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. 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. 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 <https://bewellnm.com>. 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.

28. Campaign Contribution Disclosure Form

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

29. Letter of Transmittal

Offeror's proposal must be accompanied by an unaltered Letter of Transmittal Form (APPENDIX C), which must be completed and signed by the individual authorized to contractually obligate the company, identified in #2 below. DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the

Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (A response to B and/or C is only required if the responses differs from the individual identified in A);

3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;

4. Describe any relationship with any other entity (such as State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and

5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V.B Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

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

31. New Mexico Preferences

To ensure adequate consideration and application of §13-1-21, NMSA 1978 (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

A copy of the certification must accompany Offeror's proposal.

B. New Mexico Resident Veterans Business Preference

A copy of the certification must accompany Offeror's proposal.

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

III. Response Format and Organization

A. Number of Responses

Offerors shall submit only one proposal in response to this RFP. Offerors wishing to be considered for multiple programs shall indicate that on the cover sheet (Appendix B) for their single proposal.

B. Number of Copies

1. Hard Copy Responses

Offeror's proposals must be clearly labeled and numbered and indexed as outlined in Section III.C. Proposal Format. Proposals must be submitted in the manner outlined below, and sealed according to the definition provided in Section I.F. Each ORIGINAL binder shall be clearly marked as "ORIGINAL" on the front of the binder. The additional HARD COPIES must each be submitted in separate binders, and must be clearly identified as "COPY" 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 according to the information provided in Section I.E., Proposal Delivery.

Offerors must deliver:

One (1) ORIGINAL, three HARD COPIES, and one (1) ELECTRONIC copy of the proposal. The electronic copy MUST be submitted as a USB and CANNOT be emailed. The electronic copy may include documents referred to in the hard copy but not printed (Section III.C.2, Proposal Contents). The ORIGINAL, HARD COPIES and ELECTRONIC copy information must be identical, with the exception of program additional documents provided electronically. In the event of a conflict between versions of the submitted proposal, the ORIGINAL shall govern.

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

2. Confidential Information

If Offeror's proposal contains confidential information, as detailed in Section III.B.2, Offeror must submit:

- All of the requisite proposals identified in Section III.B. above as unredacted versions for evaluation purposes; AND
- ONE (1) additional redacted HARD COPY version and ONE (1) additional redacted electronic version for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions must be clearly marked as "REDACTED" or "CONFIDENTIAL" on the front cover of the hard-copy binder and on the first page of the electronic file.;

The ORIGINAL, HARD COPIES and ELECTRONIC copy information must be identical, with the exception of program additional documents provided electronically. In the event of a conflict between versions of the submitted proposal, the ORIGINAL shall govern.

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

C. Proposal Format

All proposals must be typewritten on standard 8½" x 11" paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a 3-ring binder/folder with tabs delineating each section.

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated. Within each section of their proposal, Offeror should address the items in the order in which they appear in the RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to the requirements may be deemed non-responsive and rejected on that basis. Offeror may attach other materials which may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. Proposal Contents

Offerors shall submit a single proposal covering any and all of the proposed services, rather than separate proposals for each program.

Tab 1 - Proposal Summary

Complete the Cover Sheet (Appendix B) selecting which services the Offeror is proposing to provide, in which county, and for which type of court. Include a narrative briefly describing the Offeror's current personnel, facilities and resources, and whether or not these are sufficient to capably perform the Service Components (Section IV.A.2) selected on the cover sheet, as well as the administrative expectations (Section IV.A.3). If current personnel, facilities, and resources are not sufficient, the offeror should identify gaps and outline in detail a plan to obtain full capacity if awarded the contract. If the Offeror is submitting a bid to cover multiple court programs and/or counties, they should describe how those operations will scale. Additionally, any offeror submitting a bid for multiple court programs and/or counties should use this section to provide a ranking of their preference of programs for service provision.

Tab 2 - Organizational Requirements

Address how the offeror meets each of the Organizational Requirements of this RFP (Section IV.B). The additional program documents requested for this section (e.g. client handbook, policies and procedures, etc.) may be submitted digitally, as part of the electronic copy, in a folder on the USB drive labeled 'Tab 2 documents'. In the hard copy, Offerors will provide a detailed list of any and all electronic documents submitted this way.

Organizational materials

Offerors should provide copies of their internal operations manual(s), including a description of the organization's purpose, philosophy, programs, services, and policies (such as those for documenting and resolving incidents, grievances or confidentiality breaches, as well as expectations for employee conduct). If available, please provide a copy of your agency's organizational chart that describes key administrative and operational components.

Client materials

Offerors will provide copies of their intake and orientation materials, including the standard operating procedures for inducting a new client into programming and any materials provided to clients outlining expectations for participation in programming. Any and all validated instruments or other tools utilized in the treatment intake, screening, and assessment process will be identified, as well as information on how those tools are used to determine appropriate level of care. It is not necessary for Offerors to include copies of any tools utilized through a paid licensing agreement, but they must be positively identified.

Program materials

Offerors must identify any manualized curricula utilized for individual or group treatment, including the original author/publisher of any curricula used. It is not necessary to share copies of these materials as part of this response, but the 12th JDC may request a review prior to the awarding of any contract.

Job descriptions and resumes

Offerors must provide job descriptions for all staff positions who will provide services to the treatment court program. For any existing employees who will provide services, the offeror will include their resume and/or curriculum vitae for each employee that the offeror expects to utilize in providing treatment or other services to court participants.

Facilities Description

Offerors must provide a brief description of their facilities.

Tab 3 - Additional Specifications

Every offeror should address each question in Section IV.C, Additional Specifications, thoughtfully and thoroughly, providing specific detail when requested. If the question does not apply to the services an offeror is proposing, then the offeror should explain why.

Tab 4 - Business Specifications

Please provide the documents identified in Section IV.D, Business Specifications, including the Letter of Transmittal form, proof of Liability Insurance, the Campaign Contribution Disclosure Form, and any resident business or resident veteran's certificates if applicable.

Tab 5 - Cost

The proposal shall provide a detailed budget delineating overall costs and should break down full-time employee allocation, overhead, sub-contracting for services and any other treatment costs. Address each service component and administrative elements individually with special attention given to the means of arriving at the cost for a unit of service. The offeror is required to provide a per unit cost breakdown of each required treatment and administrative component. Identify which service components are Medicaid billable, and the rate Medicaid reimburses for those services, and the revenue expected from Medicaid billing. If any service components will not be billed to Medicaid, please specify why. Offerors should submit a separate budget for each program they are submitting a proposal for. All program budgets should assume a matrix of ten (10) participants.

The Offeror must agree not to bill the 12th JDC for any services that are otherwise covered by insurance, including Medicaid, and those costs should not be included in any cost proposal.

3. Professional References

Each proposal may provide two (2) professional reference letters in support of the Offeror using the questionnaire provided in Appendix F. Through the references provided, the 12th JDC will evaluate the performance of and professionalism shown by the Contractor for work performed for other agencies in New Mexico. These letters shall be submitted directly to the 12th JDC's Procurement Manager by the agency providing the referrals. Failure to provide letters of reference will not disqualify an applicant.

IV. Specifications

A. Detailed Scope of Work

1. Program Overview

When implemented with evidence-based interventions, Treatment Courts have been demonstrated to reduce recidivism and substance misuse among High Risk/High Need individuals with Substance Use Disorder (SUD) and/or Severe Mental Illness (SMI), and to increase their likelihood of successful rehabilitation through:

- Close judicial supervision and involvement;
- Early, continuous, and intensive treatment focusing on risk factors for recidivism provided in a culturally appropriate and trauma-informed manner;
- Mandatory, frequent, and random drug and alcohol testing;
- Supervision and Case Management;
- Incentives, service adjustments, and sanctions; and
- A continuum of care from intake through aftercare.

The intent of this solicitation is to elicit proposals from qualified service providers to assist the 12th JDC's treatment court programs to reduce or eliminate behaviors associated with substance misuse, domestic violence, severe mental illness, and/or DWIs by successfully addressing underlying issues of substance misuse and other conditions such as a co-occurring

mental illness and criminal thinking that may have contributed to these participants' charges. Offerors are encouraged to submit proposals for treatment of referred participants for any of the following types of courts in either Otero or Lincoln

- Young Adult Court or any future new treatment court programs which may be established by the 12th JDC.

The 12th JDC, in its discretion, may select multiple vendors to meet the needs of its programs, or may select the same vendor to serve multiple court programs. The Court encourages Offerors to submit the most comprehensive proposal that includes the proposed use of any subcontractors, as appropriate. Additionally, it is acceptable for an Offeror to submit a proposal for all or a portion of the services that are being solicited by the Court under this RFP and to identify which proposed services address a specific element or population. If an Offeror is proposing a sub-contractor perform any services for which the Offeror is submitting a proposal, the Offeror must identify that subcontractor and the services to be performed by that subcontractor. The 12th JDC, in its discretion, reserves the right to reject any subcontractor that is proposed. All proposals must conform to the AllRise Treatment Court Best Practice Standards, and the New Mexico Treatment Court Standards.

The following general guidelines apply to all treatment services provided under contract with the 12th JDC:

- Any treatment contractor must be a Medicaid provider and should be able to bill Medicaid for services. The 12th JDC will be the last payer after a good faith effort has been made by the contractor to receive payment from Medicaid or private insurance when the participant is covered. For covered individuals, 12th JDC will only reimburse for services declined by Medicaid or private insurance for reasons outside the control of the provider, and documentation of denial must be provided.
- All services must be provided by appropriately licensed practitioners and practitioners must practice only within their identified scope and under supervision, if required.
- Treatment services must be provided in a gender appropriate, trauma-informed and culturally sensitive manner.
- Treatment services must utilize a motivational and strengths-based approach.
- Treatment services must follow generally accepted best practices.
- Participants receive behavioral or cognitive behavioral interventions that are manualized and validated.
- Interventions are carefully documented.
- Practitioners are appropriately trained to deliver the intervention consistent with the manual.
- Fidelity to the treatment model is maintained through continual clinical oversight.
- Supervision strategies are in writing and available for inspection by the 12th JDC or its designee.
- Since recovery is a long-term process and internal changes proceed through various stages, it is expected that the treatment provider will:
 - Develop a treatment plan that provides for long term continuity of care, and

- Employ therapeutic interventions that are specific to the unique challenges, strengths and overall needs of the individual program participant.
- Understanding that the likelihood of co-occurring disorders is high among participants eligible for treatment courts, the treatment provider will address both immediate and long-term needs for supportive associations, employment (including vocational rehabilitation), housing, medical issues, etc., and will secure and/or refer for community resources as needed.
- Treatment services must support long-term goals of living in recovery.
- Treatment services must be medically necessary, based upon a substance use diagnosis, and include a dosage of services / level of care consistent with ASAM criteria.

To the extent possible, services should be:

- individually centered and family-focused, based on principles of individual capacity for recovery and resiliency,
- delivered in a culturally responsive and appropriate manner,
- grounded in harm reduction principles to encourage engagement in treatment while working towards full abstinence,
- coordinated, accessible, accountable and of high quality,
- directed by the individual served, and
- provided taking into consideration individual and family circumstances, abilities and strengths and accomplished in consultation with appropriate family members, caregivers and other persons critical to the individual's life and well-being.

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

Supervision of LSAA's and other counselors as required by the CTPB must be documented and available for inspection by the Program Manager. The National Provider Identifier (NPI) numbers associated with the healthcare provider organization, the supervising provider, and individual providers of clinical services must be available for inspection by the Program Manager.

2. Description of Service Components

Clinical Screening & Assessment: The Court anticipates that Contractors use validated tools in order to identify the proper level of care in the context of available treatment resources. The Contractor at a minimum must utilize objective, empirically based screening and assessment tools in assessing the treatment needs of Participants, including screening for trauma, co-occurring disorders, and cognitive disabilities. Examples of such validated tools would include

any tool that has been recognized and approved by AllRise (formerly the National Adult of Drug Court Professionals (“NADCP”)), the National Drug Court Institute (“NDCI”), the National Center for DWI Courts (“NCDC”), or the National Treatment Court Resource Center (“NTCRC”).

Offerors must identify in their Proposals the tool(s) it uses for its treatment screenings and assessments and identify the staff responsible for administering those assessments. A treatment screening and assessment is separate from a criminogenic risk/needs screening. Clinical assessment is the use of a biopsychosocial interview and scientifically validated instruments for initially determining the needs of each Participant and is designed to create an Individual Treatment Plan, establish measurable objectives, and facilitate an Aftercare Plan. Offerors should explain how their assessments will support the creation of individualized plans for Participants and contribute to the Participant’s successful completion of the Court’s Program by utilizing an objective, empirically based screening and assessment tool. Offerors should explain how frequently its clients are reassessed.

A diagnostic evaluation and/or assessment shall be conducted by the treatment provider on all incoming participants to identify, diagnose, and determine appropriate level of care that is SPECIFIC TO THE INDIVIDUAL. Persons with co-occurring disorders shall be accurately identified. Assessment shall include evidence-based and validated instruments including structured diagnostic interviews, psychosocial assessment instruments, psychological tests, laboratory or other types of testing, and from ancillary information (e.g., from family members and District Court Program Manager, if available). To expedite participant program entry, clinical assessments shall be conducted by the treatment provider as quickly as possible, and no later than five (5) business days following the referral, three (3) if the individual is incarcerated. A copy of this assessment will be provided to the treatment court Program Manager within two (2) business days of completion.

Individual Treatment Plan: The diagnostic and assessment process should result in a written individualized treatment plan for each individual, which the individual and the clinician jointly develop. The treatment plan should provide for a continuum of services to address the level of care determined needed for each dimension. The treatment plan should provide the framework for the treatment provider, the participant, and the treatment court judge and team to work together to promote the participant’s achievement of the goals and milestones specified in the plan. The treatment plan should be shared with the court and team members and updated regularly. The treatment plan should reflect an Individualized approach to each Participant and avoids generic interventions and treatment goals. The plan should identify mechanisms for Participant movement through the Program and successful achievement of goals, and should describe performance measurements and how benchmarks will be established, tracked and reported to the Court. The provider will make good faith efforts to engage participants’ family members, to obtain ancillary information about participants’ strengths and supports as well as to support participants in building recovery supports. Family intervention services will be provided by a licensed/certified practitioner as needed.

Offerors should explain how their treatment plan will identify the level of service needs of

Participants and how those needs will be matched to specialized programs, tracks, protocols or differentiated services levels that are appropriate for Participants. Offerors should describe any programs or efforts that it makes to both identify and address transportation needs of its clients. Offerors also should explain about its after-hours and emergency service protocols. The Court is not requiring any selected Contractor to provide transportation but is merely interested in any services that Offeror may be providing.

Assessment should occur on a regular basis to determine a Participant's changing needs and objectives as well as progress in the treatment process. The results of the assessment are to drive the Treatment Plan, which must be shared with the Court. A lack of suitable progress by a Participant is an indicator that the plan should change. Contractor(s) selected in response to this RFP shall create an initial treatment plan, which will then be updated at least every 90 days.

An initial treatment plan should include such information as:

- Reason for referral
- Client strengths
- Client barriers to progress
- Support
- Current symptoms and priorities
- Modality of treatment to be used
- Frequency of treatment services; and
- Specific goals and objectives the Client has identified, with timeframe(s) for their completion, and anticipated milestones

An individual treatment plan will be prepared as soon as possible, but no later than 30 days of admission into the treatment court Program by a licensed and certified practitioner for each program participant. Using American Society of Addiction Medicine (ASAM) recommendations, the plan must state the level of care necessary, as well as the type, amount, frequency, and duration of the services to be furnished and indicate the diagnoses and anticipated goals as well as other agencies involved in service provision and the plan to coordinate services. A copy will be provided to the treatment court program manager within seven (7) days of completion. The treatment plan will be updated every ninety (90) days.

Individual Counseling: Individual therapy will be provided for each participant by an appropriately licensed and certified practitioner as desired by the participant or as determined by the individual treatment plan. Individual counseling should utilize evidence-based approaches. Participants identified as having a history of trauma that contributes to their substance use disorder or mental health disorder shall be seen by a provider who is appropriately licensed to address that trauma. Preferred qualifications for individual counseling service providers include a

Licensed Independent Social Worker (LISW), Licensed Master Social Worker (LMSW), Licensed Professional Clinical Mental Health Counselor (LPCC), Licensed Marriage and Family Therapist (LMFT), or Licensed Mental Health Counselor (LMHC). Individual counseling sessions will address criminogenic thinking as well as substance misuse. Individual therapy and/or psychiatric services for each participant will be determined by the individual treatment plan,

and/or requested by the participant and the Treatment Court Program. A session shall last no less than 45 minutes unless terminated early for therapeutic or other emergency reasons. The Contractor will provide weekly notes outlining each participant's participation in individual counseling. Regular written status reports will include participant progress summaries reflecting progress toward stated treatment goals and any barriers to recovery as noted by the counselor. Problems encountered within an individual counseling session will be noted on an incident report and submitted to the COORDINATOR as soon as possible.

The District Court Program Manager, or designee, may observe any individual treatment session on a random, intermittent basis. Efforts will be made to reschedule individual therapy sessions if the schedule change is requested in advance by the client, or on the part of the Contractor in the event of unavailability. A "No Show" on the part of the client may be rescheduled if the provider's schedule allows, but is not required if the absence was not communicated with sufficient notice. District Court Program Manager will be notified of any schedule changes or cancellations.

Intensive Outpatient Services: Provision of Outpatient and/or Intensive Outpatient Treatment will be required pursuant to the client's clinical needs as stated in the treatment plan. Services will be provided for each participant by an appropriately licensed and certified practitioner on a weekly basis according to the assessed needs of the client and according to recognized best practice. IOP programs must be based on research and evidence-based interventions approved by the AOC, be culturally sensitive, incorporate recovery and resiliency values into all service interventions, address co-occurring mental health disorders as well as substance use disorders when indicated. The Contractor will provide weekly notes outlining each participant's attendance in IOP group. The District Court Program Manager, or designee, may observe any group session on a random, intermittent basis. All efforts will be made to reschedule group therapy sessions if the schedule change is on the part of the Contractor in the event of unavailability. District Court Program Manager will be notified of any schedule changes or cancellations.

Group Counseling: Group counseling sessions will be provided for each participant by a licensed and certified practitioner on a weekly basis or according to the assessed needs of the clients. Any group session must utilize an evidence-based modality based on research and be culturally sensitive, incorporate recovery and resiliency values into all service interventions, and address co-occurring mental health disorders as well as substance use disorders when indicated. All treatment court participants display criminogenic risk factors, such as antisocial cognitions. The standard of practice is to address these factors in addition to any behavioral health issues. There are a number of validated interventions such as Moral Reconation Therapy ("MRT"), Cognitive Behavioral Therapy ("CBT"), Responsible Choices, and Thinking for a Change. Offerors should indicate in their Proposals if their proposed intervention(s) is Evidence-Based and should identify the specific Evidence Based treatment modality that is being used. The Contractor will provide proof of the evidence-based approach to the 12th JDC. The Contractor agrees to provide trauma-informed, gender, and culturally-specific groups. The Contractor must provide weekly documentation covering participant progress in group

counseling sessions. The Contractor agrees to reschedule any canceled Group sessions and notify District Court Program Manager of such schedule changes or cancellations.

Comprehensive Community Support Services: The Contractor's provision of CCSS services to participants will be required pursuant to the client's clinical and social needs as stated in the treatment plan. CCSS Services may include individualized interventions with the following objectives:

A. Coaching in the development of interpersonal community coping and functional skills including adaptation to home, school and work environments, including:

- Socialization skills;
- Developmental issues;
- Daily living skills;
- School and work readiness activities; and
- Education in co-occurring illness.

B. Encouraging the development and eventual succession of natural supports in workplace and school environments;

C. Assistance in learning symptom monitoring and illness self-management skills (e.g. symptom management, relapse prevention skills, knowledge of medication and side effects and motivational/skill development in taking medication as prescribed) in order to identify and minimize the negative effects of symptoms which interfere with the individual's daily living and supports individuals to maintain employment and school tenure;

D. Providing support and coaching to the individual to obtain and maintain stable housing. The Contractor will provide weekly notes outlining each participant's progress in CCSS services, including any goals met or barriers to success. The District Court Program Manager, or designee, may observe a CCSS session on a random, intermittent basis. All efforts will be made to reschedule CCSS sessions if the schedule change is requested in advance by the client on the part of the Contractor in the event of unavailability. District Court Program Manager will be notified of any schedule changes or cancellations.

Drug Screening and Testing: The Contractor shall provide on-site, rapid drug screening with results available within five (5) minutes; all drug screening results shall be reported and forwarded to the District Court Program Manager within 24 hours of testing. Contractor shall comply as follows:

1. All sample collections are observed by an appropriately trained person of the appropriate gender. If a participant identifies as transgender, they will be able to choose the gender of their collector. If the provider is unable to accommodate that request, procedures for unobserved sample collection shall be followed.
2. The chain of custody is documented;

3. Randomized testing occurs seven days a week, including holidays, so the client always has a two-in-seven chance of being tested;
4. Arrange for Gas Chromatography/Mass Spectrometry (GC/MS) Confirmation with quantitative lab results in a manner that allows confirmation results as quickly as possible, ideally within 48 hours; and for PH or creatine screening or other acceptable method to determine flushing or dilution.
5. The treatment counselor shall be immediately notified of all positive onsite drug tests results and/or breathalyzer test results;
6. Alcohol screening with approved Breathalyzer shall be provided by the Contractor;
7. Administer, according to phase level requirements, a ten (10) panel drug screening which should include a variation of: Amphetamines (AMP); Benzodiazepines (BZO); Buprenorphine (BUP); Cannabinoids (THC); Cocaine(COC); Ecstasy(MDMA); Ethyl Glucuronide (EtG, Alcohol); Fentanyl (FTY); Methadone(MTD); Methamphetamine (MET); Opiates (OPI); Oxycodone (OXY);
8. The Contractor shall provide a phone service of instant notification by which all information related to drug testing and scheduled programming can be disseminated to all participants in English as well as comply with Language Access Requirements of the Judiciary.
9. Observers/collectors shall follow established 12th JDC Young Adult treatment court Program protocols or protocols developed for any other new or emerging program covered by this RFP.
10. Collector will maintain a respectful and professional demeanor during collection, and will ensure that testing is conducted in the same manner for every participant. All efforts will be made to reduce the risk of sexual and/or physical harassment between collector and participant.

Medication Assisted Treatment: Provide Medication Assisted Treatment (“MAT”) and opiate replacement treatment and alcohol use disorders treatment for selected Specialty Court Participants; provide monthly written documentation on each Participant’s compliance with the medication regimen to the Court Program Manager; and promptly report to the Program Manager any Participant’s noncompliance with the medication regimen and relapse. Offerors should explain how the Offeror will provide Medication Assisted Treatment to each Participant with an individualized treatment plan, including access to prescriptions that will be obtained for each Participant.

Psychiatric Care (Medication Management): Assess the Participants’ needs for psychotropic medications and provide ongoing monitoring of medication compliance; provide Participants with referrals for appropriate treatment and/or intervention such as providing intensive outpatient, co-occurring, mental health, and aftercare treatment services; refer Participants to case management services in order to access benefits for which the Participants may be eligible; Submit monthly reports to the Program Manager on the Participant’s progress, including Participant’s compliance with psychiatric services and treatment services objectives, and such other information as may be required by the Court; and promptly report to the Program Manager any Participant’s noncompliance with the psychiatric services, any medication regimen or relapse. Offerors should explain how the Offeror will provide access to one (1) initial consultation with a psychiatrist with up to six (6) follow up visits for medication management.

Alumni Group: The purpose of the Alumni Group is to provide another avenue of support for Participants who are interested in continuing to make a lasting and positive change in their lives. The Alumni Group is composed of graduates (mentors) who have a desire to volunteer their time to support, assist, and promote current Treatment Court Participants in achieving success in their recovery, by promoting a recovery lifestyle through mentoring and fellowship. Offerors should explain how it would assist the court in developing and maintaining a robust, long-lasting Alumni Group. Offers should also detail how they would provide the use of a space for the alumni group to gather and Offeror's ability to provide guidance and support to the group.

Aftercare Plan: Aftercare is an essential process for reducing the risks of relapse. It requires a concrete and practiced plan for maintaining the coping skills acquired in treatment and anticipating the challenges associated with relapse after discharge from the highly structured nature of a treatment court and probation. While the Court will not be compensating any selected Contractor for the provision of aftercare services for Participants, the Contractor's creation of an aftercare plan is part of the services being sought by the Court under this RFP. The Contractor must submit an Aftercare Plan for each Participant to the Court at the beginning of the Aftercare Phase. Offerors should explain how it will implement any transition and aftercare planning for Participants with structured programming that focuses on honing skills acquired through the Program and that addresses on-going after-care needs for Participants preparing for graduation from the Court's Program. The Court is interested in receiving proposals from Offerors that show how the Offeror will emphasize and address life skills planning and community re-entry and integration needs for the Participants after they have completed the Court's Programs. Any Aftercare plan should also identify unmet Participant needs and possible strategies for meeting those needs in the future. Offerors also should explain how the aftercare plan will be shared with the Court and Participant.

3. Description of Administrative Expectations

Court Liaison Services: The Contractor will appoint at least one representative with regular client contact to appear at ALL staffings and court sessions, averaging around three hours/week. These representative(s) shall be knowledgeable about each participant's treatment progress and will be available for all pre-staffing meetings, staffing meetings and hearings. The primary treatment-providing staff member, or a staff member fully informed of client needs and progress, will participate in team meetings and Treatment Court hearings on a weekly basis. For continuity purposes, the person providing these services should consistently be the same person with only occasional substitutes. The Contractor will also have the participants' primary therapeutic provider attend staffings and court when requested by the judge. The Contractor must agree to provide progress reports on individual participants', and service provision updates to the 12th JDC treatment court programs during weekly staffing meetings. Monitor, and document client attendance and adherence with weekly and phase-specific requirements.

Written Reports: The Contractor agrees to provide the Program Manager or designee with written reports documenting client presence, participation, and progress in the program. In addition, the Contractor agrees to provide daily written reports to the Director or designee regarding participant program infractions, including but not limited to: missed group therapy sessions, missed individual sessions, missed individual therapy sessions, missed urinalysis testing, and positive urinalysis testing. Daily reports shall be provided to the Director or designee within 24 hours if an incident occurs Monday through Friday and 72 hours if an incident occurs Friday through Sunday or on a holiday. Notice may be provided to the program coordinator via email, fax or hard copy in addition to entry in the online case management system.

Case Updates/Data Entry: as requested, the CONTRACTOR will utilize the information management system approved by the AOC to provide timely case updates, reports, and client details as required for documentation, performance measures, and evaluation.

Quality Assurance & Supervision – Services will be provided for each participant by an appropriately licensed/certified practitioner. Supervision of licensed staff who provide services to program participants will be conducted and documented at least monthly by an appropriately licensed and trained individual. Services shall be provided according to recognized best practice and SAMHSA guidelines Contractor records must contain documentation of training of staff according to the agency's treatment model. The Contractor agrees to allow the Program Manager to observe sessions, after notification to contractor's administration.

Training – The CONTRACTOR shall participate in approved training opportunities related to the Treatment Court model, including sending at least one team member to the NADCP conference and/or the NMADCP conference. Any individual working with treatment court participants should engage in an average of four hours of training a month, and any cost estimate proposal for services should account for this expectation. The Contractor will assure all treatment and supervision staff are trained in the Treatment Court Model within two months of commencing work with treatment court participants. Ongoing training requirements are incorporated into treatment court Policy and Procedure. Contract staff shall make efforts to attend trainings hosted by the Court, or view trainings independently, and provide the District Court Program Manager with proof of attendance to any Treatment Court related training. In addition, the Contractor shall have all staff who work directly with treatment court participants attend any conferences hosted by the New Mexico Association of Drug Court Professionals, or its equivalent.

ADA and LEP Accommodations: The Contractor shall provide all necessary services, including but not limited to interpreters to those individuals who are serviced by Contractor in accordance with AOC and Court guidelines. Language Access Services shall be the Contractor's responsibility and be in compliance with all applicable federal state, and local laws, regulations, executive orders, and ordinances, including Title VI of the Civil Rights Act of 1965 and the Americans with Disabilities Act. The Contractor will provide services to Limited English

Proficiency (LEP) individuals that meet the needs of LEP and deaf and hard of hearing clients through the use of bilingual employees, translation and interpretation and other auxiliary aids and services. The Contractor will also provide services that reasonably meet the needs of clients with other disabilities. The Contractor's facilities must be accessible to persons with disabilities or be provided at a location that complies with the Americans with Disabilities Act.

Accounting & Invoicing

The Contractor(s) selected by the Court in response to this RFP will be required to maintain all records (including source documentation) relating to the Program as evidence of services provided and charges to the Court. It is the responsibility of the Contractor to ensure that its existing accounting system conforms to generally accepted accounting principles. Contractors must establish procedures and maintain supporting documentation to substantiate all charges to the Court. Contractors will be expected to use automated accounting systems capable of separately tracking all component services identified in a scope of work for any Contract awarded, by date and type of service provided as well as Participants receiving said services by funding source. Every quarter, the contractor must provide the 12th JDC with documentation outlining the amount billed to Medicaid and the amount Medicaid reimbursed. The Contractor(s) selected by the Court in response to this RFP are typically compensated on either a cost reimbursement basis based on the actual number of units of service they provided the Participants or based on a case rate for a group of services for each individual Participant. The Contractor will be required to maintain monthly budget reports, which reflect actual service units provided per Participant. These must be made available to the Court upon request. The Contractor shall submit all invoices and supporting documents to the Court no later than the 10th business day of each month or as otherwise provided in the contract for all services provided by the Contractor for the previous month.

B. Organizational Requirements

Organizational materials

The Court is seeking proposals from Offerors with comprehensive and appropriate internal operations. Offerors may provide copies of their internal operations manual(s), including a description of the organization's purpose, philosophy, programs, services, and policies (such as those for documenting and resolving incidents, grievances or confidentiality breaches, as well as expectations for employee conduct). If available, please provide a copy of your agency's organizational chart that describes key administrative and operational components.

The treatment provider shall adopt procedures to ensure that relations between staff and participants are maintained on a solely professional basis. Standards of employee conduct shall require at a minimum that staff may not accept a gift or favors from any program participant or the participant's family. Similarly, the staff may not give gifts or favors to a program participant or the participant's family. Treatment provider will conform to the Treatment Court Team Member "Code of Conduct." Additionally, The Contractor shall require employees working with treatment court participants to submit to drug or alcohol testing upon reasonable suspicion of on-duty drug or alcohol use, and shall report any such concerns or incidents to the Program Manager.

Client-facing materials: The Court is seeking proposals from Offerors who have a formal orientation and intake procedure, which outlines program expectations, treatment goals, and financial responsibilities to Participants. All Offerors should provide information about their intake protocol and any orientation materials that it provides to Participants, including any materials provided to clients outlining expectations for participation in programming.

Please identify any and all tools utilized in the intake, screening and assessment process that will be used to develop a treatment plan. Offerors also should demonstrate how Offeror will comply with assessment time frames and implementation of service obligations for Participants.

Program materials

The Court is seeking proposals from Offerors who utilize evidence-based and manualized curricula for individual and/or group treatment. Offerors should identify any manualized curricula utilized for individual or group treatment, including the original author/publisher of any curricula used.

Staff Qualifications

The Court is seeking proposals from Offerors with appropriately qualified and licensed staff. The treatment provider shall establish minimum employment qualifications for all staff, including volunteers, who provide services to the Treatment Court Programs. The treatment provider shall maintain written, updated job descriptions accurately describing the duties of all staff, including volunteer staff, who provide services to the Treatment Court Program and shall provide a copy of the same to the Treatment Court Program for its contract file. The offeror shall provide a resume and bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Offeror must include key personnel education, work experience, and applicable certifications/licenses. The Offeror, and any individual providing services under the terms herein, including but not limited to staff, contractors, subcontractors, associates, lead professionals, therapists, counselors, must be qualified and adequately trained and meet all State and Federal licensure requirements to provide the unique treatment required by Treatment Court participants. The offeror must meet all State of New Mexico licensing and treatment standards for the services offered or as otherwise required by law and recommended by best practices. Treatment services providers, including all persons serving as group counseling facilitators, shall be qualified and adequately trained in mental health and substance abuse treatment modalities. Each treatment service provider shall, at a minimum, be a Licensed Alcohol and Drug Abuse Counselor (LADAC) pursuant to the laws of New Mexico and experienced in working with the justice-involved population. CCSS services must be provided by certified Community Support Workers (CSWs) or Certified Peer Support Workers. Preferred qualifications for individual counseling service providers include a Licensed Independent Social Worker (LISW), Licensed Master Social Worker (LMSW), Licensed Clinical Mental Health Counselor (LPCC), Licensed Marriage and Family Therapist (LMFT), or Licensed Mental Health Counselor (LMHC). Documentation of qualifications, licensure, and experience, along with references relative to experience, shall be

provided in the proposal. Documentation should take the form of a curriculum vitae (CV) for each professional services provider that the treatment provider expects to utilize in providing the treatment.

Facilities

The treatment provider's physical facilities shall conform to all applicable zoning ordinances, laws, and all local codes including building, sanitation, health, and fire codes. The facility shall be in compliance with the Americans with Disabilities Act. The treatment provider shall possess and maintain documentation confirming adherence to the law as noted, or shall document nonapplicability.

C. Additional Specifications

All Offerors must address the following questions:

1. What is your agency's philosophy? What are the key elements of your agency's design that support this philosophy?
2. Does your agency use harm reduction techniques? If so, please describe.
3. What levels of care does your agency provide? What criteria does your agency use to assess participant need for services? What are the major differences in the levels of care provided?
4. Does your agency's program design utilize evidence-based treatments? If so, please describe any and all specific treatment modalities used.
5. Are clients screened and assessed for both mental and substance use disorders? Are standardized instruments used to screen and assess for each type of disorder? If so, what instruments are used?
6. What new interventions or services have been added in the past two years to enhance your organization's program design?
7. Does your agency have a formal grievance process in place? When and how are clients informed about this process?
8. Are processes in place to assist the uninsured in accessing insurance coverage through either Medicaid or state insurance exchanges? Please describe those processes.
9. Does your agency offer or assist with transportation services?
10. What are your agency's after-hours and emergency service protocols?
11. What experience does your agency have in providing services for justice-involved populations?
12. Describe how your agency works in collaboration with other service providers in your community, including any established joint staffings, ongoing projects, or other collaborations. Are you able to bill Medicaid for any of these collaborations (e.g. any interdisciplinary teaming or integrated care sessions)?
13. Does your treatment staff practice self-improvement and self-care as part of a cohesive team? Please describe.
14. How does your agency monitor the implementation of treatment components?
15. Please describe your agency's procedure if a client requests a different counselor.
16. Do clients have an opportunity to voice constructive opinions regarding ways to improve services? How is this feedback collected and used?

17. How does your agency address client motivation? Does your agency utilize motivational enhancement theories?
18. How are treatment plans developed? Who determines treatment goals? Please provide a brief summary of how clinicians work with clients to develop a treatment plan.
19. Treatment court participants often struggle in early phases with engagement, motivation, and abstinence. Please describe recommendations to the court or service adjustments your agency would make if a participant is not engaging with services and is unable to attain sustained abstinence in the first several weeks of program participation.
20. In what circumstances is it appropriate to use jail as a sanction? Is it ever appropriate to use jail as a means to achieve treatment goals, including detoxification or connection to a higher level of care?

D. Business Specifications

Letter of Transmittal Form

The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX C. The form must be completed and must be signed by the person authorized to obligate the company. Failure to respond to ALL items, as indicated in Section II.C.30 Disclosure Regarding Responsibility, and to return a signed, unaltered form will result in Offeror's disqualification.

Liability Insurance

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

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 E). Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

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, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

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.

Evaluation Factors Points Available	
Proposal Summary	5
Organizational Requirements	
Organizational Materials	15
Client Materials	15
Program Materials	10
Staff Qualifications	15
Facilities	5
Additional Specifications	25
Business Specifications	
Letter of Transmittal	Pass/Fail
Liability Insurance	Pass/Fail
Campaign Contribution Disclosure Form	Pass/Fail
Cost Response	10
TOTAL POINTS AVAILABLE	100
Organizational References	10
New Mexico Preference - Resident Vendor Points	
New Mexico Preference - Resident Veterans Points per Section IV	

Table 1: Evaluation Point Summary

B. Evaluation Factors

1. Proposal Summary

Points will be awarded based on the feasibility of the Offeror's response in this section. The Evaluation Committee will pay special attention to the viability of implementing a treatment court program given the Offeror's existing capacity, or the quality of the Offeror's plans to develop and expand their capacity. An offeror recognizing that they require additional staff or resources to effectively implement the proposed programming will not necessarily count against them, as long as there is an honest appraisal of Offeror's current capacity and concrete plans to address any gaps if awarded a contract.

2. Organizational Requirements

Points will be awarded based on the thoroughness of the Offeror's response to the requirements in this section. The evaluation committee is looking for responses that indicate an offeror has comprehensive internal policies and procedures that are regularly reviewed,

updated, and implemented, and that their internal documentation demonstrates that their organization provides patient-centered, trauma-informed care. Screening and assessment processes should be appropriate to the needs of the treatment court and should identify substance use disorders as well as any co-occurring disorders that require treatment for success in recovery. Client-facing materials should clearly outline client rights and responsibilities, and should be accessible to individuals with limited literacy. Staff members, including treatment providers, should be appropriately licensed and experienced, and job descriptions should indicate appropriate expectations for key roles and responsibilities. Facilities should be comfortable, welcoming, and ADA compliant.

3. Additional Specifications

Points will be awarded based on the quality and thoroughness of the Offeror's responses to the questions in this section. Offerors' responses should demonstrate a familiarity with treatment court best practices. The evaluation committee will assess the level of specific detail provided in responses, indicating concrete and specific organizational practices that meet the expectations of the court.

4. Business Specifications

The documents requested in this section will be graded on a pass/fail basis.

5. Cost

The evaluation of each Offeror's cost proposal will be conducted based on the level of detail provided in their response to this section. The committee will award the highest points to responses that indicate the Offeror has provided a thorough appraisal of their overhead and administrative requirements necessary to meet treatment court administrative expectations. Offerors should also indicate which services will be billed to Medicaid/private insurance.

6. Organizational References

Offerors may earn extra points if they have organizational references submitted to the court (see Section III.C.3, Professional References)

7. Resident and Veterans Preferences

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

New Mexico Resident Business Preference

If the Offeror has provided a copy of their Preference Certificate, the Preference Points for a New Mexico Resident Business is 5% of the total points available in this RFP.

New Mexico Resident Veterans Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Veteran Business is 10% of the total points available in this RFP.

C. Evaluation Process

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. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II.B.6, Proposal Evaluation. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the agency taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.9, Contract Awards. 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

REQUEST FOR PROPOSAL

RFP No. 25-01-24200

YOUNG ADULT BEHAVIORAL HEALTH & SUBSTANCE USE DISORDER TREATMENT SERVICES IN THE TWELTH JUDICIAL DISTRICT COURT FOR TREATMENT COURT PROGRAMS

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 4:00pm, November 12, 2024. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX F.

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

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: Megan Bowman

E-mail: aladmnb@nmcourts.gov

Subject Line: Treatment Court Service Providers

Appendix B: Cover Sheet

RFP No. 25-01-24200

Organization Name: _____

Please select the services your organization seeks to provide for Twelfth Judicial District Court Treatment Courts

Clinical Screening and Assessment

Individual Treatment Plans

Individual Counseling

Intensive Outpatient Services

Group Counseling

Comprehensive Community Support Services

Drug Screening and Testing

Medication Assisted Treatment for Substance Use Disorder

Psychiatric Care/Medication Management

Alumni Group

Aftercare Planning

Appendix C: Letter of Transmittal

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30).
FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE
DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK!**
(N/A, None, Does not apply, etc. are acceptable responses.)

RFP#:25-01-24200

1. Identify the following information for the submitting organization:

Offeror Name

Mailing Address

Telephone

FED ID#

NM CRS#

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

A

Contractually Obligate _____

B

Negotiate* _____

C

Clarify/Respond to Queries* _____

Name _____

Title _____

E-mail _____

Telephone _____

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Use of subcontractors (Select one):

____ No subcontractors will be used in the performance of any resultant contract, OR

____ The following subcontractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as a State Agency, reseller, etc. that is not a subcontractor listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____, 2024
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

Appendix D – Definitions of Terminology

Definitions of Terminology

“Twelfth Judicial District Court” means the Twelfth Judicial District Court

“Aftercare” means follow-up care provided after the participant exits the treatment program.

“Agency” means the Twelfth Judicial District Court

“AOC” means the Administrative Office of the Courts

“Award” means the final execution of a Contract.

“Case Management Services” means providing referrals to continuum of care services, linkage to local support services such as housing, transportation, child care services, employment training and providing continuing guidance in obtaining such services, in addition to tracking weekly program requirements of each client.

“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 §§57-3-A-1 through 57-3A-7, NMSA 1978, See also NMAC 1.4.1.45. The following items may not be labeled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is not confidential financial information or that qualifies under the Uniform Trade Secrets Act.

“Co-Occurring Disorders” are the combination of both a substance use disorder and a mental health disorder(s) in the same individual.

“Co-Occurring Treatment Services” are integrated services provided to an individual who has both a mental health and a substance use disorder diagnosis. When mental health and substance abuse diagnoses occur together, each is considered primary and is assessed and treated concurrently.

“Court” means the Twelfth Judicial District Court young adult treatment court program status hearings.

“Court Business Hours” means 8:00 a.m. through 5:00 p.m. Mountain Standard Time or Mountain Daylight Time, whichever is currently being used for the dates provided in this RFP.

“Contract” means the agreement for the provision of services being solicited by this RFP to be entered into by and between the Court and the Contractor.

“Contractor” means a successful Offeror that receives a Contract and assumes legal and financial responsibility and accountability for the awarded funds and for the performance of the defined contracted services.

“Criminogenic” refers to treatment services, which address substance abuse and criminal thinking. The treatment goals include the reduction of anti-social cognition, recognition of risky thinking and feelings, helping Participants adopt a prosocial identity, reduction in association with antisocial peers, increased participation with prosocial activities, improved problem solving skills, assistance with self-management (including anger management and coping skills).

“District Court Program Manager” means the person or designee authorized by the Twelfth Judicial District Court to supervise treatment court programs.

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

“DFA” means the Department of Finance and Administration for the State of New Mexico.

“Evaluation Committee” means a committee appointed by the Court Executive Officer to perform the evaluation of the Offerors’ proposals in response to this RFP.

“Evidence-Based Treatments” means treatments provided by Treatment providers who administer behavioral or cognitive-behavioral treatments that are documented in manuals and have been demonstrated to improve outcomes for individuals with substance use disorder involved in the criminal justice system. Treatment providers are proficient at delivering the interventions and are supervised regularly to ensure continuous fidelity to the treatment models.

“Family Violence” means a pattern of behavior in a familial relationship that can include physical, emotional, economic or psychological actions or threats of actions to maintain power and control over another person.

“Finalist” is an Offeror who meets all the mandatory specifications of the RFP and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

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

“High Risk/High Need Offenders” means an individual who suffers from drug or alcohol dependence, severe mental illness and/or deficiencies in adaptive functioning. In addition, he or she has a poor prognosis for success in standard treatment or rehabilitation, because of such negative risk factors as an early onset of delinquency or substance abuse, antisocial personality traits, previous failures in rehabilitation, or a preponderance of antisocial peers.

“High Risk/ Low Need Offenders” means individuals who do not suffer from drug or alcohol dependence, severe mental illness or deficient adaptive skills. On the other hand, they do have negative risk factors for failure in traditional correctional rehabilitation programs, such as antisocial character traits, prior failures on supervision, or deviant peer affiliations.

“Individualized” refers to a treatment approach that is based on information that has been gathered during the screening and assessment process that describes the unique characteristics of each Participant. This information then forms the basis for personal interaction with treatment court staff, enables decision makers to place the Participant in the most appropriate program available, and enables staff to determine if additional supports and services are needed to promote the Participant’s progress and success. In addition, the information provides a basis from which to measure Participant progress, to identify the need for program enhancements, and to identify areas in which the program is effectively addressing Participant needs.

“Key Personnel” means all senior personnel of the Contractor assigned to the Contract.

“Low Risk/High Need Offenders” means an individual in the upper right quadrant is low on prognostic risks, but high on criminogenic needs. Such an individual suffers from drug or alcohol dependence, severe mental illness or poor adaptive skills, but does not have negative risk factors that would predict a poor response to standard treatment.

“Minor Irregularities” are minor technical irregularities in the form of proposal of any Offerors selected for award, which do not materially alter the price, quality, or quantity of the services offered.

“Offeror” is any person or entity, including its or their affiliates, who choose to submit a proposal in response to this RFP.

“Participant” is any individual referred and accepted into any of the Twelfth Judicial District Court treatment courts, who as part of their participation in said court receives treatment services from contracted service providers.

“Procurement Code” means the New Mexico Procurement Code set forth in Sections 13-1-28 through 13-1-199 of the New Mexico Statutes Annotated 1978, as amended.

“Procurement Manager” means the person or designee authorized by the Court Executive Officer to manage or administer a procurement requiring the evaluation of competitive sealed proposals. The name and contact information for the Procurement Manager is set forth in Section I, Paragraph D hereof.

“Program” or “Programs” means the Twelfth Judicial District Court Treatment Court Programs

“Program Participant” or “Participant” means an individual who is or will be participating in one of the Programs.

“Prognostic Risks” means a model of evidence-based sentencing that attempts to match drug offenders to dispositions that optimally balance impacts on cost, public safety, and the welfare of the offender. Implementing this model in practice requires an assessment of each offender’s risk of dangerousness, prognosis for success in standard treatment, and clinical needs. A typology is presented of four sub-groups of drug offenders characterized by distinct risk-and-need profiles.

“Receipt” means the form of receipt attached hereto as Appendix A to be signed by the Offerors acknowledging their receipt of this RFP and interest in being included in the distribution service list for this RFP.

“Request for Proposals” or “RFP” means collectively all documents, including those attached or incorporated herein 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 its financial resources, production or service facilities, personnel, service reputation and experience are adequate for the satisfactory delivery of the services and/or items of tangible personal property described in the this RFP.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal, which conforms in all material respects to the requirements set forth in this RFP. “Material respects” include, but are not limited to, price, quality, quantity, or delivery requirements.

“Sealed Proposal” means a non-electronic form of a responsive submission proposal by the Offeror. The Proposal is enclosed in an envelope or a box that is completely sealed in a way that nothing can be added or removed. Any opened package or broken sealed packaged will NOT be accepted by the Court.

“Staffing(s)” are meetings which are held prior to holding any treatment court session, the court team holds a “staffing.” The staffing is attended by team members. It is a best practice for the staffing to be led by the judge. Judicial participation, however, is discretionary and not mandatory to a treatment court. The purpose of the staffing is to update team members on the

progress of each participant scheduled to appear that day in court, and to discuss any potential responses to participant behavior.

“Trauma-Informed Care” recognizes that many individuals involved with the criminal justice system and with substance use disorder or co-occurring disorders have experienced significant trauma in their lives. Trauma-informed care is an organizational structure and treatment framework that involves understanding and responding to the effects of trauma on the Court’s target population with the goal of creating a safe environment in which to improve an individual’s functioning.

“Treatment Plan” is a comprehensive set of tools and strategies that address the Participant’s identifiable strengths as well as her or his problems and deficits. It presents an approach for sequencing resources and activities, and identifies benchmarks of progress to guide evaluation. Treatment plans should contain a section addressing motivation for change.

Appendix E: Campaign Contribution Disclosure Form

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family Member or 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.

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

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

The following definitions apply:

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

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

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

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

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

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any:

Honorable Judge Angie K. Schneider, Chief Judge, Twelfth Judicial District Court
Honorable Daniel A. Bryant, Judge, Twelfth Judicial District Court
Honorable Steven P. Ochoa, Judge, Twelfth Judicial District Court
Honorable Ellen R. Jessen, Judge, Twelfth Judicial District Court
Honorable John P. Sugg, Judge, Twelfth Judicial District Court
Honorable A. Richard Greene, Judge, Otero County Magistrate Court
Honorable John R. Secrest, III, Judge, Otero County Magistrate Court
Honorable Mickie L. Vega, Judge, Lincoln County Magistrate Court
Honorable Katie G. Lund, Judge, Lincoln County Magistrate Court

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

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

Signature Date

Title (Position)

Appendix F: Organizational Reference

Questionnaire

The Twelfth Judicial District Court, as a part of the RFP process, allows Offerors to list a minimum of two (2) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing. Offeror shall send the following Organizational Reference Questionnaire to each business reference listed in its proposal.

The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Megan Bowman, aladmnb@nmcourts.gov by December 9, 2024, at 4:00pm MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 25-01-24200
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:
(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the Twelfth Judicial District Court (12th JDC) via e-mail at:

Name: Megan Bowman
Email: aladmnb@nmcourts.gov

Forms must be submitted no later than December 9, 2024, at 4:00pm, and **must not be returned to the organization requesting the reference**. References are strongly encouraged to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact the Twelfth Judicial District Court **Procurement Manager** at aladmnb@nmcourts.gov or (575) 812-5081. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference
Contact name and title/position
Contact telephone number(s)
Contact e-mail address
Project description

Project dates (start and end dates)

QUESTIONS:

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

COMMENTS:

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

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

COMMENTS:

3. What is your level of satisfaction with communication from this contractor?

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

COMMENTS:

4. How would you rate the dynamics/interaction between contractor personnel and your staff?

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

COMMENTS:

5. Who are/were the contractor's principal representatives involved in your project and how would you rate them individually? Would you, please, 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:

6. How satisfied are/were you with the services provided by the contractor?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A

= Not applicable)

COMMENTS:

7. With which aspect(s) of this contractor's services are/were you most satisfied?

COMMENTS:

8. With which aspect(s) of this contractor's services are/were you least satisfied?

COMMENTS:

9. Would you recommend this contractor's services to your organization again?

COMMENTS:

Appendix G: Draft Contract

**STATE OF NEW MEXICO
TWELFTH JUDICIAL DISTRICT COURT
PROFESSIONAL SERVICES AGREEMENT
FOR
YOUNG ADULT COURT TREATMENT AND SUPERVISION SERVICES
(OR OTHER FUTURE TREATMENT COURT TO WHICH THIS RFP MAY APPLY)**

THIS AGREEMENT is made and entered into this _____ day of _____, 2025 by and between the **TWELFTH JUDICIAL DISTRICT COURT** herein after referred to as the “TWELFTH JDC”, and hereinafter referred to as the “Contractor” for the purpose of providing services for TWELFTH JDC Young Adult Treatment Court Program.

ADDRESS OF CONTRACTOR:

Street

City, State, Zip Code

PHONE NUMBER OF CONTRACTOR:

Phone Number and Cell Phone Number

E-MAIL OF CONTRACTOR:

E-mail address and website if applicable

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

This contract will provide for professional treatment and supervision services in support of the Young Adult Treatment Court in Otero and Lincoln Counties. This scope of work is not exhaustive and may change based on the progress and/or tasks that seem appropriate and necessary to achieve the goals and requirements of the program. CONTRACTOR shall agree to audits of service records and provider credentialing documentation upon request. In fulfilling the requirements of this Agreement, the Contractor will complete the following tasks:

- (1) The Contractor will provide treatment and supervision services for the Young Adult Treatment Court clients, with a matrix of approximately 10 adult clients per month, beginning _____, 2025 through _____, 2025.
- (2) The [treatment court] services supplied by the Contractor will adhere to the New Mexico Judiciary Drug Court Standards (as revised and approved by the New Mexico Supreme Court, located at <https://treatmentcourts.nmcourts.gov/new-mexico-drug-court-standards>, and incorporated herein) and follow the Treatment Provider Standards to include providing copies of all clinical staff licenses, business licenses, New Mexico Tax and Revenue Department Certificate, and evidence of professional liability insurance coverage.

- (3) The Contractor shall identify and provide a New Mexico certified licensed clinician to be assigned to supervise treatment staff and utilize providers, in support of this Contract, in accordance with the State of New Mexico Substance Abuse Counselor Act, Ch. 61, Laws of 1966, HB790. The Contractor shall take reasonable steps to limit personnel reassignments to these positions and consult with the Twelfth JDC when changes are necessary.
- (4) The Contractor will adhere to the Policy and Procedure Manual revised and adopted by the Young Adult Treatment Court team which is incorporated herein. When necessary, the Contractor will participate in Policy and Procedure meetings to discuss modifications.
- (5) Client and program data will be collected and entered into the Young Adult Treatment Court database by the Contractor in accordance with Key Component 8: Monitoring and evaluation measure the achievement of program goals and gauge effectiveness. Contractor agrees that the District Court will house the official database by receiving weekly transfers of the data from the Contractor to the District Court.
- (6) The Contractor will assist uninsured program participants in obtaining insurance coverage through Medicaid, Medicare, or other available private and public insurers. Results of enrollment applications whether accepted or denied shall be provided to the District Court at the conclusion of this contract term. Should a participant be covered by Medicaid, the Contractor will (if the contractor is Medicaid-certified) bill Medicaid first and then the Twelfth JDC. The Contractor shall make efforts to become Medicaid certified, and advise the Court of all such efforts on a quarterly basis. Once the Contractor is Medicaid certified, they shall make efforts to remain Medicaid certified; if there is a change to their Medicaid certification status the Twelfth JDC must be immediately notified, and the contract will be reviewed. The Contractor will maintain all records necessary to provide documentation concerning the amounts billed to Medicaid by any provider of services and shall report this information to the Twelfth JDC on a bi-monthly basis.
 - a. The Contractor will bill Medicaid or other insurance promptly for all services eligible for payment by Medicaid, Medicare, or other insurance, if certified and able to do so. The Contractor agrees to make every effort to be reimbursed by participants' primary/secondary insurance before billing the Twelfth JDC.
 - b. The Contractor agrees NOT to bill the Twelfth JDC for any service considered treatment unless evidence is provided to show (1) the uninsured participant was denied insurance coverage by all reasonably available insurers, including Medicaid and Medicare or (2) the insured participant's coverage denied payment for the treatment service for a reason other than a failure or omission of the Contractor, as indicated in an Explanation of Benefits or other documentation provided by the insurer.
 - c. The Contractor agrees to bill the Twelfth JDC only the amount that would have been billed/paid if (1) the participant had been eligible for coverage or (2) participants' coverage did not deny payment for treatment services for a reason other than failure or omission of the Contractor.

(7) The Contractor and the Twelfth JDC agree to abide by HIPAA, 42 CFR Part 2, State and Federal confidentiality provisions, to include obtaining necessary waivers and release of information consent in the performance of this contract.

(8) The Contractor shall require employees working with Young Adult Treatment Court participants to submit to drug or alcohol testing, upon reasonable suspicion of on-duty drug or alcohol use, and shall report any such concerns or incidents to the Program Manager.

(9) The Contractor will provide the Young Adult Treatment Court treatment and supervision which includes but is not limited to the following:

[Contract may include some or all of the below services]

- a. **Clinical Screening & Assessment:** A diagnostic evaluation and/or assessment shall be conducted by the treatment provider on all incoming participants to identify, diagnose, and determine appropriate level of care that is SPECIFIC TO THE INDIVIDUAL. Persons with co-occurring disorders shall be accurately identified. Assessment shall include [evidence-based and validated instruments including structured diagnostic interviews, psychosocial assessment instruments, psychological tests, laboratory or other types of testing], and from ancillary information (e.g., from family members and District Court Program Manager, if available). To expedite participant program entry, clinical assessments shall be conducted by the treatment provider as quickly as possible, and no later than five (5) business days following the referral, three [3] if the individual is incarcerated. A copy of this assessment will be provided to the treatment court Program Manager within two (2) business days of completion.
- b. **Individual Treatment Plan:** An individual treatment plan will be prepared as soon as possible, but no later than 30 days of admission into the treatment court Program by a licensed and certified practitioner for each program participant. Using American Society of Addiction Medicine (ASAM) recommendations, the plan must state the level of care necessary, as well as the type, amount, frequency, and duration of the services to be furnished and indicate the diagnoses and anticipated goals as well as other agencies involved in service provision and the plan to coordinate services. A copy will be provided to the treatment court program manager within seven (7) days of completion. The treatment plan will be updated every ninety (90) days.
- c. **Individual Counseling:** Individual therapy and/or psychiatric services for each participant will be determined by the individual treatment plan, and/or requested by the participant and the Treatment Court Program. A session shall last no less than 45 minutes unless terminated early for therapeutic or other emergency reasons. The Contractor will provide weekly notes outlining each participant's attendance in individual counseling. Regular written status reports will include participant progress summaries reflecting progress toward stated treatment goals and any barriers to recovery as noted by the counselor. Problems encountered within an individual counseling session will

be noted on an incident report and submitted to the COORDINATOR as soon as possible. The District Court Program Manager, or designee, may observe any individual treatment session on a random, intermittent basis. Efforts will be made to reschedule individual therapy sessions if the schedule change is requested in advance by the client, or on the part of the Contractor in the event of unavailability. A “No Show” on the part of the client may be rescheduled if the provider’s schedule allows, but is not required if the absence was not communicated with sufficient notice. The District Court Program Manager will be notified of any schedule changes or cancellations.

- d. **Intensive Outpatient:** Provision of Outpatient and/or Intensive Outpatient Treatment will be required pursuant to the client’s clinical needs as stated in the treatment plan. Services will be provided for each participant by an appropriately licensed and certified practitioner on a weekly basis according to the assessed needs of the client and according to recognized best practice. IOP programs must be based on research and evidence-based interventions approved by the AOC, be culturally sensitive, incorporate recovery and resiliency values into all service interventions, address co-occurring mental health disorders as well as substance use disorders when indicated. The Contractor will provide weekly notes outlining each participant’s attendance in IOP group. The District Court Program Manager, or designee, may observe any group session on a random, intermittent basis. All efforts will be made to reschedule group therapy sessions if the schedule change is on the part of the Contractor in the event of unavailability. The District Court Program Manager will be notified of any schedule changes or cancellations.
- e. **Group Counseling:** Group counseling sessions will be provided for each participant by a licensed and certified practitioner on a weekly basis or according to the assessed needs of the clients. Any group session must utilize an evidence-based modality based on research and be culturally sensitive, incorporate recovery and resiliency values into all service interventions, and address co-occurring mental health disorders as well as substance use disorders when indicated. The Contractor will provide proof of the evidence-based approach to the Twelfth JDC. The Contractor agrees to provide trauma-informed, gender, and culturally-specific groups. The Contractor must provide weekly documentation covering participant progress and engagement in group counseling sessions. The Contractor agrees to reschedule any canceled Group sessions and notify the District Court Program Manager of such schedule changes or cancellations.
- f. **Comprehensive Community Support Services:** The Contractor’s provision of CCSS services to participants will be required pursuant to the client’s clinical and social needs as stated in the treatment plan. CCSS Services may include individualized interventions with the following objectives:
 - i. Coaching in the development of interpersonal community coping and functional skills including adaptation to home, school and work environments, including:

- Socialization skills;
 - Developmental issues;
 - Daily living skills;
 - School and work readiness activities; and
 - Education in co-occurring illness.
- ii. Encouraging the development and eventual succession of natural supports in workplace and school environments;
 - iii. Assistance in learning symptom monitoring and illness self-management skills (e.g. symptom management, relapse prevention skills, knowledge of medication and side effects and motivational/skill development in taking medication as prescribed) in order to identify and minimize the negative effects of symptoms which interfere with the individual's daily living and supports individuals to maintain employment and school tenure;
 - iv. Providing support and coaching to the individual to obtain and maintain stable housing. The Contractor will provide weekly notes outlining each participant's progress in CCSS services, including any goals met or barriers to success. The District Court Program Manager, or designee, may observe a CCSS session on a random, intermittent basis. All efforts will be made to reschedule CCSS sessions if the schedule change is requested in advance by the client on the part of the Contractor in the event of unavailability. The District Court Program Manager will be notified of any schedule changes or cancellations.
 - v. **Drug Screening and Testing:** The Contractor shall provide on-site, rapid drug screening with results available within five (5) minutes; all drug screening results shall be reported and forwarded to the District Court Program Manager within 24 hours of testing. Contractor shall comply as follows:
 - (a) All sample collections are observed by an appropriately trained person of the appropriate gender. If a participant identifies as transgender, they will be able to choose the gender of their collector. If the provider is unable to accommodate that request, procedures for unobserved sample collection shall be followed.
 - (b) The chain of custody is documented;
 - (c) Randomized testing occurs seven days a week, including holidays, so the client always has a two-in-seven chance of being tested;
 - (d) Arrange for Gas Chromatography/Mass Spectrometry (GC/MS) Confirmation with quantitative lab results in a manner that allows confirmation results as quickly as possible, ideally within 48 hours; and for PH or creatine screening or other acceptable method to determine flushing or dilution.
 - (e) The treatment counselor shall be immediately notified of all positive onsite drug tests results and/or breathalyzer test results;

- (f) Alcohol screening with approved Breathalyzer shall be provided by the Contractor;
 - (g) Administer, according to phase level requirements, a ten (10) panel drug screening which should include a variation of: Amphetamines (AMP); Benzodiazepines (BZO); Buprenorphine (BUP); Cannabinoids (THC); Cocaine(COC); Ecstasy(MDMA); Ethyl Glucuronide (EtG, Alcohol); Fentanyl (FTY); Methadone(MTD); Methamphetamine (MET); Opiates (OPI); Oxycodone (OXY);
 - (h) The Contractor shall provide a phone service of instant notification by which all information related to drug testing and scheduled programming can be disseminated to all participants in English as well as comply with Language Access Requirements of the Judiciary.
 - (i) Observers/collectors shall follow established Twelfth Judicial District Court Adult treatment court Program protocols.
 - (j) Collector will maintain a respectful and professional demeanor during collection, and will ensure that testing is conducted in the same manner for every participant. All efforts will be made to reduce the risk of sexual and/or physical harassment between collector and participant.
- vi. **Medication Assisted Treatment:** Provide Medication Assisted Treatment (“MAT”) and opiate replacement treatment and alcohol use disorders treatment for selected Specialty Court Participants; provide monthly written documentation on each Participant’s compliance with the medication regimen to the Court Program Manager; and promptly report to the Program Manager any Participant’s noncompliance with the medication regimen and relapse.
- vii. **Psychiatric Care (Medication Management):** Assess the Participants’ needs for psychotropic medications and provide ongoing monitoring of medication compliance; provide Participants with referrals for appropriate treatment and/or intervention such as providing intensive outpatient, co-occurring, mental health, and aftercare treatment services; refer Participants to case management services in order to access benefits for which the Participants may be eligible; Submit monthly reports to the Program Manager on the Participant’s progress, including Participant’s compliance with psychiatric services and treatment services objectives, and such other information as may be required by the Court; and promptly report to the Program Manager any Participant’s noncompliance with the psychiatric services, any medication regimen or relapse.
- viii. **Alumni Group:** Assist the court in developing and maintaining a robust, long-lasting Alumni Group. Provide the use of a space for the

alumni group to gather and provide guidance and support to the group.

- ix. **Aftercare Plan:** The Contractor must submit an Aftercare Plan for each Participant prior to graduation. Contractor will implement any transition and aftercare planning for Participants with structured programming that focuses on honing skills acquired through the Program and that addresses on-going after-care needs for Participants preparing for graduation from the Court's Program.
- x. **Court Liaison Services:** The Contractor will appoint at least one representative with regular client contact to appear at ALL staffings and court sessions, averaging around three hours/week. These representative(s) shall be knowledgeable about each participant's treatment progress and will be available for all pre-staffing meetings, staffing meetings and hearings. The primary treatment-providing staff member, or a staff member fully informed of client needs and progress, will participate in team meetings and Treatment Court hearings on a weekly basis. For continuity purposes, the person providing these services should consistently be the same person with only occasional substitutes. The Contractor will also have the participants' primary therapeutic provider attend staffings and court when requested by the judge. The Contractor must agree to provide progress reports on individual participants', and service provision updates to the Twelfth Judicial District Court treatment court programs during weekly staffing meetings. monitor, and document client attendance and adherence with weekly and phase-specific requirements.
- xi. **Written Reports:** The Contractor agrees to provide the Program Manager or designee with written reports documenting client presence, participation, and progress in the program. In addition, the Contractor agrees to provide daily written reports to the Director or designee regarding participant program infractions, including but not limited to: missed group therapy sessions, missed individual sessions, missed individual therapy sessions, missed urinalysis testing, and positive urinalysis testing. Daily reports shall be provided to the Director or designee within 24 hours if an incident occurs Monday through Friday and 72 hours if an incident occurs Friday through Sunday or on a holiday. Notice may be provided to the program coordinator via email, fax or hard copy in addition to entry in the online case management system.
- xii. **Case Updates/Data Entry:** as requested, the CONTRACTOR will utilize the information management system approved by the AOC to provide timely case updates, reports, and client details as required for documentation, performance measures, and evaluation.

- xiii. **Quality Assurance & Supervision** – Services will be provided for each participant by an appropriately licensed/certified practitioner. Supervision of licensed staff who provide services to program participants will be conducted and documented at least monthly by an appropriately licensed and trained individual. Services shall be provided according to recognized best practice and SAMHSA guidelines. Contractor records must contain documentation of training of staff according to the agency’s treatment model. The Contractor agrees to allow the Program Manager to observe sessions, after notification to contractor’s administration.
- xiv. **Training** – The CONTRACTOR shall participate in approved training opportunities related to the Treatment Court model, including sending at least one team member to the NADCP conference and/or the NMADCP conference. Any individual working with treatment court participants should engage in an average of four hours of training a month. The Contractor will assure all treatment and supervision staff are trained in the Treatment Court Model within two months of commencing work with treatment court participants. Ongoing training requirements are incorporated into treatment court Policy and Procedure. Contract staff shall make efforts to attend trainings hosted by the Court, or view trainings independently, and provide the District Court Program Manager with proof of attendance to any Treatment Court related training. In addition, the Contractor shall have all staff who work directly with treatment court participants attend any conferences hosted by the New Mexico Association of Drug Court Professionals, or its equivalent. The Contractor agrees not to cancel any programming, activities, sessions, or meetings with participants without sufficient notification to each participant. Any such cancellations must be submitted to the District Court Program Manager upon cancellation.
- xv. The Contractor agrees to provide the program coordinator with written incident reports advising of any and all known participant program infractions, including but not limited to: missed group therapy sessions, missed individual sessions, missed drug testing, positive drug testing and positive breath analysis testing.
 - (a) Incident reports may be provided to the program coordinator via e-mail, fax, or hard copy, and
 - (b) Incident reports shall be provided to the program coordinator as soon as possible, and within 24 hours if an incident occurs Monday – Thursday; and 72 hours if an incident occurs Friday – Sunday or holiday.

(10)The Contractor will assure all treatment and supervision staff are trained in the Young Adult Treatment Court Model within two months of commencing work with Young Adult Treatment Court clients. Ongoing training requirements are incorporated into

Young Adult Treatment Court Policy and Procedure Manual. Contract staff shall make efforts to attend trainings hosted by the Court, or view trainings independently, and provide the District Court Program Manager with proof of attendance to any Young Adult Treatment Court related training. In addition, the Contractor shall have all staff who work directly with Young Adult Treatment Court clients attend any conferences hosted by the New Mexico Association of Drug Court Professionals, or its equivalent.

- (11) The Contractor agrees to provide a system of responses to participant behavior (incentives/rewards, sanctions, and therapeutic responses) offering a range of options, in accordance with Policy and Procedures and approved by the District Court Judge. **The contract amount allows for reimbursement of up to _____ per month for contingency management incentives/materials.**

- (12) **LANGUAGE ACCESS REQUIREMENTS and AMERICANS WITH DISABILITIES ACT COMPLIANCE** The Contractor agrees to provide all necessary services, including but not limited to interpreters to those individuals who are serviced by Contractor in accordance with AOC and Court guidelines. Language Access Services shall be the Contractor's responsibility and be in compliance with all applicable federal state, and local laws, regulations, executive orders, and ordinances, including Title VI of the Civil Rights Act of 1965 and the Americans with Disabilities Act. The Contractor will provide services to Limited English Proficiency (LEP) individuals that meet the needs of LEP and deaf and hard of hearing clients through the use of bilingual employees, translation and interpretation and other auxiliary aids and services. The Contractor will also provide services that reasonably meet the needs of clients with other disabilities. The Contractor's facilities must be accessible to person with disabilities or be provided at a location that complies with the Americans with Disabilities Act.

- (13) The Contractor agrees to maintain all applicable licenses and abide by all county, city, state and federal laws.

2. Services will be performed at: Contractor's Office located at _____.

3. Compensation.

The Twelfth JDC shall pay the Contractor for services satisfactorily performed. Compensation under this AGREEMENT shall not exceed \$_____. The New Mexico Gross Receipts Tax shall/shall not be charged by or paid to Contractor because it is/is not a nonprofit agency not subject to GRT. The Twelfth JDC will make monthly payments for professional services and allowable expenses, thirty days after receipt of a detailed statement of services rendered. Such expenses include travel expenses, reimbursed at the rate provided in the Per Diem and Mileage Act for state employees, except that mileage shall be reimbursed at \$0.52 for each mile, or at the rate announced by the court in January 2025. The Contractor shall be Medicaid certified. The Contractor shall bill all eligible services to Medicaid first, and make every effort to be reimbursed by Medicaid for eligible services before billing the Twelfth JDC. 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 Twelfth JDC when

the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing, prior to those services in excess of the total compensation amount being provided. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the Twelfth JDC no later than ten (10) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID. Contractor must submit a detailed statement accounting for all services performed and expenses incurred by the 10th of every month. If the Twelfth JDC finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defects or objections to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Twelfth JDC that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the Twelfth JDC shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

4. Term.

THIS AGREEMENT commences on _____, 2025 and ends on _____, 2025, unless terminated pursuant to paragraph 4 (Termination) or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years except as set forth in Section 13-1-150 NMSA 1978.

5. Termination.

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Twelfth JDC's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Twelfth JDC is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under, or breaches of, this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor, if the Contractor becomes unable to perform the services contracted for as determined by the Twelfth JDC or if, during the term of this Agreement, the Contractor or any of its officers, employees, or agents is indicted for fraud, embezzlement, or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT. Immediately upon receipt by either the Twelfth JDC or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services, or any other expenditure of funds under this Agreement

without written approval of the Twelfth JDC; 2) comply with all directives issued by the Twelfth JDC in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Twelfth JDC shall direct for the protection, preservation, retention, or transfer of all property titled to the Twelfth JDC and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Twelfth JDC upon termination and shall be submitted to the Twelfth JDC as soon as practicable.

6. 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 authorizations are not made by the Legislature and/or current grantor, this Agreement shall terminate immediately upon written notice being given by the Twelfth JDC to the Contractor. The Twelfth JDC's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Twelfth JDC proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement, or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor.

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

8. 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 Twelfth JDC.

9. Subcontracting.

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

10. Release.

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

11. 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 Twelfth JDC.

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

13. Conflict of Interest; Governmental Conduct Act.

The Contractor warrants that it presently has no interest and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

14. Amendment.

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories. If the Twelfth JDC proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

15. 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.

16. Penalties for Violation of Law.

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

17. Equal Opportunity Compliance.

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

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement,

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. 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 Twelfth JDC.

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

21. Indemnification.

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

22. 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.

23. 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.

24. Code of Conduct.

A. Discrimination or harassment based on race, color, religion, sex, age, national origin, ancestry, physical or mental handicap, serious medical condition, sexual orientation, gender identity, socioeconomic status, political affiliation or any other reason by a Young Adult Treatment Court staff including a contractor will not be tolerated; nor shall

retaliation against a person filing a complaint, participating in an investigation or reporting such discrimination or harassment be tolerated, even if there are no findings.

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

C. A Young Adult Treatment Court staff person, including a contractor or a judge who is aware of, or who is the subject of discrimination, retaliation, or harassment has an obligation to immediately report it to the AOC.

D. The Young Adult Treatment Court staff is prohibited from having any undue familiarity or relationship with any current or former [treatment court] participant or their immediate family members, to include domestic partners or others who reside in the participant's home, agents, or close friends. This prohibition includes and extends to any relationship that is outside of the professional Young Adult Treatment Court staffing relationship, and includes any personal business or financial transactions.

E. Young Adult Treatment Court staff is prohibited from giving or accepting gifts or gratuities from a current or former [treatment court] participant or their immediate family members, to include domestic partners or others who reside in the participant's home, agents, or close friends.

F. In the event of an allegation of discrimination, retaliation, and/or harassment, Contractor agrees to cooperate fully with any inquiry or investigation conducted by the AOC. "TREATMENT COURT STAFF" is defined as any person involved in the Young Adult Treatment Court program, and includes Judges, Treatment Court Coordinators, other Court Staff, contractors, and all members of the Treatment Court team, including treatment providers and their staff. If you are aware of any of these violations, please report it to a member of the Young Adult Treatment Court Team as soon as possible, or to the Statewide DWI Drug Court Program Manager at 505-827-4800.

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 Twelfth JDC:

Attention: Audrey Hukari, Court Executive Officer

1000 New York Avenue

Alamogordo, NM 88310

Phone (575) 812-5080

Email: adadalh@nmcourts.gov

To the Contractor:

26. Debarment, Suspension, Ineligibility, and Voluntary Exclusion

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

27. Authority.

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

Signed by the parties on the dates indicated:

Twelfth Judicial District Court

BY: _____
Angie K. Schneider, Chief District Judge

DATE: _____, 2025

BY: _____
Audrey Hukari, Court Executive Officer

DATE: _____, 2025

[Contractor]

BY: _____

DATE: _____, 2025

APPROVED:

BY: _____
Karl Reifsteck, AOC Director

DATE: _____, 2025

BY: _____
Celina Jones, AOC General Counsel

DATE: _____, 2025

THE FOLLOWING ARE NEITHER PARTIES NOR PRIVIES TO THIS AGREEMENT:

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

YES _____

NO _____

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

YES _____ CRS# _____

NO _____

BY: _____
Tax & Revenue Department

DATE: _____, 2025