

*Twelfth Judicial District Court
Counties of Otero and Lincoln*



Request for Proposals (RFP)

RFP No. 26-01-24200

COMPETENCY DIVERSION BEHAVIORAL HEALTH PROVIDER

Date of Issuance: February 26, 2026

Acknowledgement of Receipt Deadline: March 4, 2026

Response Deadline: March 16, 2026

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A. Confirmation of Receipt

Potential Offeror's must confirm receipt of this RFP by sending an e-mail to Procurement Manager Megan Bowman at aladmnb@nmcourts.gov with CDBH RFP Confirmation in the subject line. The body of the email must include the potential offeror's name, e-mail address, and phone number. Only potential offerors who have confirmed receipt of the RFP will be placed on the "RFP Distribution List" and will receive written answers to questions regarding the RFP and any amendments to the RFP.

B. Procurement Manager/Questions

Questions regarding this RFP must be submitted in writing to Procurement Manager Megan Bowman, by e-mail at aladmnb@nmcourts.gov with the phrase CDBH RFP Question in the subject line. Written questions must be received by March 11, 2026. Written response will be emailed to all offerors on the RFP Distribution List on or before March 16, 2026.

C. Purpose

The Twelfth Judicial District Court is seeking qualified individuals or firms to provide behavioral health services in support of the Competency Diversion Pilot Project.

1. Background

In 2022, the New Mexico Supreme Court created the Commission on Mental Health and Competency. The Commission was formed with the recognition that mental health is a state of well-being in which an individual realizes the individual's own abilities, can cope with the stresses of life, can work productively, and is able to make a contribution to the community. Therefore, the promotion, protection, and restoration of mental health is a vital concern of communities throughout New Mexico because mental health is fundamental to the collective and individual's ability to think, emote, interact with others, earn a living, and enjoy meaningful lives.

Through the work of the Commission, the Competency Diversion Pilot Project was established. The purpose of the Competency Diversion Pilot Project is to mitigate the impact of the criminal justice system on persons charged with criminal misdemeanor or felony cases who are experiencing Severe Mental Illness and/or intellectual and developmental disabilities by diverting individuals away from traditional criminal justice processing into alternative systems of engagement with personalized and timely support services, mental health treatment and wraparound services and/or social services with the goal of reducing rates of recidivism and providing opportunities for treatment and rehabilitation.

In addition, the Competency Diversion Pilot Project implements and utilizes diversion strategies that combine community-based treatment and Sequential Intercept Model-informed interventions to achieve public safety goals including reducing time spent in jail, reducing arrests and law enforcement interactions, reducing the number of victims, reducing violence, along with public health objectives including reducing hospitalizations and lengths of stay, and creating meaningful opportunities to connect participants to necessary and available community

resources. Lastly, the Competency Diversion Pilot Project seeks to encourage more effective utilization of resources that are available to communities and to mitigate the impact of Severe Mental Illness on families, caregivers, and communities.

D. Behavioral Health Provider Minimum Qualifications

The Offeror must demonstrate that the following minimum qualifications are met:

- Experience managing and training peer support specialists;
- Experience administering bio/psycho/social assessments; and
- Experience developing and monitoring treatment plans.

E. Statement of Work

The Offeror will perform the following services:

- Provide initial comprehensive assessment that determines whether the participant is or has experienced symptoms related to a severe mental illness, as defined by the agreed upon definition in New Mexico, listed in the Policies and Procedures;
- Conduct bio/psycho/social assessment within 7 business days of referral;
- Bio/Psycho/Social assessment will assess for the existence of mental illness, substance abuse and physical comorbidities, if/when indicated;
- Bio/Psycho/Social assessment will utilize validated and evidence-based tools available to the assessing clinician and will include, at a minimum, a provisional diagnosis, a list of participant strengths and needs, presence or absence of suicidal ideation, identification of protective factors, and provisional recommendations to assist participant in obtaining identified navigation goals;
- Conduct initial suicidal ideation screening as part of the initial assessment process;
- Conduct ongoing risk assessment for suicidal and homicidal ideation, and assist participant in developing safety plan;
- Provide treatment recommendations and referrals to any recommended ancillary services not available within agency (such as peer support services, medication management, acute detox, EMDR, Comprehensive Community Support Services, etc.);
- Engage in continuing education to maintain knowledge of current and emerging best practices for working with individuals experiencing severe mental illness and justice system involvement;
- Maintain integrity of evidenced-based treatment through internal quality assurance program;
- Within two (2) business days of conducting the assessment, provide to the Forensic Navigators a written treatment summary report that includes the provisional diagnosis and the treatment plan summary;
- Provide ongoing assessment of participant needs and adjust treatment plan accordingly;
- Utilize Court authorized database to enter participant specific information to track progress and outcomes within 72 hours of the participant interaction;

- Maintain ongoing service provision with participant if appropriate to support long term stability and wellness beyond completion of competency diversion pilot project participation;
- In the event that the provider cannot provide the appropriate level of care, or discovers a conflict of interest, or can no longer serve the participant due to participant egregious behavior toward staff, the provider will provide immediate referral to alternative service provider if agency is no longer able to provide services to participant;
- Receive written approval from the Court before committing to any outside research or program evaluation pertaining to the pilot project;
- Utilize the identified pilot project database following the data collection guidelines;
- Ensure participant services are billed to appropriate third-party sources such as insurance, available grant funding or other sources available to the provider. The provider must always bill the third-party source as its primary billing source;
- If a participant does not currently have insurance, the provider must assist the participant in obtaining insurance if eligible;
- If unable to secure insurance, the provider must communicate directly with the Court to discuss alternative funding for services; and
- Provide physical office space, internet access, mileage reimbursement, and any other expenses related to meeting program participants in the community for one (1) assigned Forensic Support Specialist.

F. Budget

The Offeror is required to provide a detailed and specific cost breakdown for professional services and any travel or incidental costs. Reimbursement requests are due monthly.

G. Contract Amount

The contract amount for professional services for the first contract period shall be as follows:

- Reimbursement for one (1) Forensic Support Specialist/Forensic Navigator at twenty-eight dollars (\$28.00) an hour for up to forty (40) hours a week;
- Reimbursement up to one hundred dollars (\$100.00) per month for one (1) cell phone service to include talk, text, and data for the Forensic Support Specialist;
- Reimbursement up to three hundred dollars (\$300.00) per month for mileage charges at the rate set by the New Mexico Department of Finance and Administration associated with the Forensic Support Specialist; and
- Reimbursement up to one thousand dollars (\$1,000) per month for professional training, office supplies, and contingency management for the Forensic Support Specialist.

The total amount, exclusive of gross receipts taxes, shall not exceed ninety-three thousand eight hundred dollars (\$93,800).

H. Term

Proposals are considered for the term of the remainder of Fiscal Year 2026 (FY26) and Fiscal Year 2027 (FY27). By statute (NMSA 1978, Section 13-1-150), the contract may be extended each year, not to exceed four (4) years.

I. Rejection/Cancellation/Acceptance

The Twelfth Judicial District Court reserves the right to reject any or all proposals in whole or in part and to cancel this RFP at any time when it is in their interest to do so. Discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible to being selected for the award but proposals may be accepted without such discussions.

J. Proposal Evaluation Committee and Evaluation Criteria

All proposals will be reviewed by the Procurement Manager for compliance with the mandatory requirements 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. Proposals will be evaluated and scored by an Evaluation Team appointed by the Twelfth Judicial District Court. Proposals for the Behavioral Health Provider will be evaluated on the following criteria: 1) experience administering bio/psycho/social assessments, 2) experience developing treatment plans, and 3) experience supervising Forensic Support Specialist/Navigators. Additional preference points will be awarded to Offerors with Certified Resident Business/Veteran's status. Responsive proposals will be evaluated on these factors, each of which is assigned a point value. See **Attachments C & E**.

The responsible Offeror with the highest scores will be selected as Finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated based on their revised proposal. The responsible Offeror whose proposal is most advantageous to the Court, taking into consideration all of the evaluation factors, will be recommended for contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

K. Specifications

Proposals must include the following:

1. **Identifying Information:** Include Offeror's official business name, addresses (physical, mailing and email), telephone and fax numbers; type of business (such as sole proprietorship, partnership or corporation, including the state of incorporation), and length of time in business.
2. **Minimum Qualifications:** Summarize how Offeror meets the minimum qualifications.
3. **Experience:** Describe all relevant experience to include any coordinator experience (including familiarity with problems and resolutions associated with these services). Describe any relevant areas of specialization or expertise, client

base (including other currently held contracts or agreement with the state and/or local government entities), and how that expertise was applied for any similar contracts.

4. **Evaluation Criteria:** Address the evaluation criteria identified in **Attachment C**.
5. **References:** Provide three letters of reference from clients for work performed similar or equivalent to the tasks identified in the Statement of Work herein.
6. **Campaign Disclosure:** Complete and submit a signed copy of the **Campaign Disclosure Form** whether or not an applicable contribution was made. *See Attachment A.*

The **Campaign Contribution Disclosure Form** may be signed, scanned and submitted electronically to Procurement Manager, Megan Bowman at aladmnb@nmcourts.gov.

7. **Ability to Perform Contract Terms:** Provide a statement that Offeror can comply with the requirements of the attached sample contract. *See Attachment D.*
8. **Resume:** Attach a copy of Offeror's current resume.
9. **Degrees, Licenses, and Certifications:** Attach copies of degree(s) and any relevant licenses (including driver's license) and certifications (including for mediation training).
10. **New Mexico Resident Business and Resident Veteran's Preferences:** If applicable, Offerors must include with their proposal a copy of the applicable certificate issued by the New Mexico Department of Taxation and Revenue.

More information is available at: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

In addition, the Resident Veteran's Preference Certification form (*See Attachment E*) must be completed and must accompany any proposal. Note that a business shall not be awarded both a resident business preference and a resident veteran business preference.

L. Proposal Format and Deadline

Proposals must be submitted electronically in Word or PDF file format to Procurement Manager Megan Bowman at aladmnb@nmcourts.gov. Proposals must be received by **4:00 p.m. on March 20, 2026.**

The Procurement Manager will electronically confirm receipt of each proposal within two business days of receipt. If confirmation is not received, you may e-mail Procurement Manager Megan Bowman at aladmnb@nmcourts.gov. Proposals will be reviewed March 23, 2026, to March 27, 2026. A timeline of events relevant to the RFP and a sample-scoring sheet are included as **Attachments B & C**, respectively.

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

M. 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, Protest Manager
Twelfth Judicial District Court
1000 New York Ave, Rm 209
Alamogordo, NM 88310

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

Attachment A: Campaign Contribution Disclosure Form

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

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

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which 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 spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

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

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

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

- Honorable Daniel A. Bryant, Chief Judge, Twelfth Judicial District Court
- Honorable Steven P. Ochoa, Judge, Twelfth Judicial District Court
- Honorable Lori Gibson Willard, Judge, Twelfth Judicial District Court
- Honorable Judge Angie K. Schneider, 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)

Attachment B: Timeline/Schedule

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

Action	Responsible Party	Due Date
1. Issue RFP	Agency	February 26, 2026
2. Acknowledgement of Receipt Form	Potential Offerors	March 4, 2026
3. Deadline to submit Written Questions	Potential Offerors	March 11, 2026
4. Response to Written Questions	Procurement Manager	March 16, 2026
5. Submission of Proposals	Potential Offerors	March 20, 2026 4:00 PM
6. *Proposal Evaluation	Evaluation Committee	March 23 – March 27, 2026
7. *Selection of Finalist	Evaluation Committee	March 27, 2026
8. *Finalize Contractual Agreements	Agency/Finalist Offerors	March 31, 2026
9. *Contract Awards	Agency/Finalist Offerors	April 1, 2026
10. *Protest Deadline	Agency	April 16, 2026

*Dates indicated in Events 6 through 10 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

Attachment C: SCORE SHEET

EVALUATION POINT TABLE/SUMMARY

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

<u>FACTOR</u>	<u>POINTS AVAILABLE</u>
I. <u>Bio/Psycho/Social Assessment Experience</u> Points will be awarded based upon the documented qualifications and relevant experience administering bio/psycho/social assessments to individuals involved in the criminal justice system.	300
II. <u>Experience Developing Treatment Plans</u> Points will be awarded based upon the documented qualifications and experience developing and supervising treatment plans for individuals experiencing mental illness.	250
III. <u>Experience Supervising Forensic Support Specialist/Navigator</u> Points will be awarded based upon the Offeror's experience working with, supervising, and training Forensic Support Specialists/Forensic Navigators.	100
IV. <u>Court Systems Experience and Knowledge</u> Points will be awarded based upon Offeror's documented experience and relevant knowledge of court systems.	100
V. <u>Written Presentation of Proposal</u> Points for the written presentation will be awarded based upon an evaluation of the Offeror's ability to meet the stipulations in this RFP for the proposal's format, description of the services to be provided, and explanation of the qualifications of the proposed staff. Effective communication, technical knowledge, experience with similar contracts, and the quality of the responses to the questions will be the principal criteria for this evaluation.	100
VI. <u>References</u> Points will be awarded based upon an evaluation of the Offeror's work for other or previous clients receiving services similar to those proposed by the Offeror for this contract, as addressed in the Offeror's letters of reference and possible discussions by members of the Evaluation Committee with the individual references listed.	50
TOTAL POINTS	900

Additional Preference Points for Certified New Mexico Resident Business/Veterans

Additional points will be awarded based on the Offerors provision of a copy of a current **Resident Business Certificate or Resident Veterans Certificate** issued by the New Mexico Taxation and Revenue Department.

More information can be found at:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

Any business wishing to receive the resident veterans preference must submit complete the attached Resident Veterans Preference Certification Form, **Attachment E**.

Attachment D: SAMPLE PROFESSIONAL SERVICES AGREEMENT

MEMORANDUM OF UNDERSTANDING

**STATE OF NEW MEXICO
TWELFTH JUDICIAL DISTRICT COURT
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 1ST day of April 2026 by and between the Twelfth Judicial District Court (COURT), and _____, (Contractor).

ADDRESS OF CONTRACTOR: _____

PHONE NUMBER OF CONTRACTOR: _____

Email Address: _____

WHEREAS, the COURT implementing a Competency Diversion pilot program (Program) to serve individuals in the Twelfth Judicial District who live with severe mental illness and have been involved in the competency process; and

WHEREAS, the Program is a collaborative program which includes representation from The Twelfth Judicial District Court, the District Attorney’s Office, the law Offices of the Public Defender, the New Mexico Administrative Offices of the Court, and the Contractor; and

WHEREAS, the purpose of this Agreement is to establish the roles, responsibilities and expectations of the Administrative Office of the Courts, the Twelfth Judicial District Court, and the Contractor to endorse the mission, goals, and objectives of the Program; and

WHEREAS, the Program will work collaboratively to solicit community input to inform policy and program development within the community served: and

WHEREAS, the COURT desires to use funding to engage a community partner to provide outpatient behavioral health treatment and services for the Program; and

WHEREAS, the Contractor represents that it has the necessary expertise and capacity to provide such services and desires to provide such services.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

- A. Provide initial comprehensive clinical assessment that determines whether the participant is or has experienced symptoms related to a severe mental illness, as defined by the agreed upon definition in New Mexico, listed in the Policies and Procedures
- B. Conduct bio/psycho/social assessment within 7 business days of referral;
- C. Assess for the presence of mental illness, substance abuse and physical comorbidities, if/when indicated;
- D. Utilize validated and evidence-based tools available to the assessing clinician and will include at a minimum a provisional diagnosis, a list of participant strengths and needs, presence or absence of suicidal ideation, identification of protective factors, and provisional recommendations to assist participant in obtaining identified navigation goals;
- E. Conduct initial suicidal ideation screening as part of the initial assessment process;
- F. Conduct ongoing risk assessment for suicidal and homicidal ideation, and assist participant in developing safety plan;
- G. Provide treatment recommendations and referrals to any recommended ancillary services not available within agency (such as peer support services, medication management, EMDR, transitional housing, Comprehensive Community Support Services etc.);
- H. Provide a full-time Community Navigator to support program participants in accessing behavioral health treatment, case management services, housing as appropriate and address other social service needs as indicated in the clinical assessment and/or navigation plan.
- I. Maintain integrity of evidenced-based treatment through internal quality assurance program;
- J. Within two (2) business days of conducting the assessment, provide to the Community Navigators and Program Manager a written treatment summary report that includes the provisional diagnosis and the treatment plan summary;
- K. Provide ongoing assessment of participant needs and adjust treatment plan accordingly;
- L. Ensure that participant services are billed to appropriate third-party sources such as insurance, available grant funding or other sources as the primary billing source for behavioral health treatment;
- M. Assist the participant in obtaining insurance if eligible;
- N. Receive written approval from the Court before committing to any outside research or program evaluation of the pilot project;
- O. Communicate with AOC Program Manager on participant engagement and progress so that Program Manager can enter participant-specific information into DIMS within 72 hours of the participant interaction;
- P. Maintain ongoing service provision with participant if appropriate to support long term stability and wellness beyond completion of competency diversion pilot project participation if the participant has the means to pay for such services;
- Q. In the event that the provider cannot provide the appropriate level of care, or discovers a conflict of interest, or can no longer serve the participant due to participant egregious behavior toward staff, the provider will provide immediate referral to alternative service provider if agency is no longer able to provide services to participant;
- R. Utilize the identified pilot project database following the data collection guidelines;

- S. In the event the provider's Community Navigator leaves their position, the Behavioral Health Provider will notify the Court within two (2) business days to allow for the termination of case management system access;
- T. Community Navigators will participate in a monthly Navigator Network virtual meeting and an annual in-person training in Albuquerque or Santa Fe, NM.

2. Compensation.

- A. The COURT will compensate the Contractor in full payment for services, as referenced in Attachment A, satisfactorily performed pursuant to the Scope of Work, such compensation not to exceed ninety-three thousand eight hundred dollars (\$93,800.00), exclusive of GRT, upon submission of a Court-approved invoice by the Contractor. No compensation shall be made prior to the delivery of services.

The total amount payable to the Contractor under this Agreement, shall not exceed ninety-three thousand eight hundred dollars (\$93,800.00), exclusive of GRT. Invoices shall be paid subject to the Schedule of Payments, attached to this Agreement as Exhibit A.

These amounts are a maximum and not a guarantee that the work assigned to be performed by the 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. The Contractor is responsible for ensuring that the Contractor does not bill for services in an amount that exceeds the total contract amount. The Contractor shall notify the Court when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

- B. Payment is subject to the availability of funds in FY26 and FY27, and subsequent fiscal years, 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.
- C. The Contractor must submit a detailed statement accounting for all services performed and expenses incurred using only the Court-approved invoices and completed as instructed by the Court. The Court reserves the right to change methods for submitting invoices. Upon certification by the Court that the services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of receipt by the Court. All payments will be made through direct deposit only.
- D. The New Mexico Department of Finance & Administration will issue a 1099 Form to the Contractor in January of each year in which the Contractor has been paid six hundred dollars (\$600.00) or more for all services rendered to the state.

3. Term.

THIS AGREEMENT runs from April 1st, 2026, until June 30th, 2027, unless terminated pursuant to Paragraph 4 (Termination), or Paragraph 5 (Appropriations). In accordance with NMSA 1978, Section 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150. Any extension of this contract is dependent upon the Contractor's fulfillment of continuing education requirements and compliance with the requirements detailed herein.

4. Termination.

A. Termination.

THIS AGREEMENT may be terminated by either of the parties hereto upon written notice delivered to the other party at least forty-five (45) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the COURT'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 COURT 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 COURT, 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. The COURT may terminate this agreement without cause at any time upon a forty-five (45-day) notice to the Contractor. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE EITHER PARTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE OTHER PARTY'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management.

Immediately upon receipt by either the COURT 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 the written approval of the COURT; 2) comply with all directives issued by the COURT in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the COURT shall direct for the protection, preservation, retention or transfer of all property titled to the COURT 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 the

property of the COURT upon termination and shall be submitted to the COURT as soon as practicable.

5. Insurance. The Contractor shall procure and maintain at its expense, until final payment by the COURT for the services covered by this Agreement, insurance policies in the kinds and amounts provided below, written with insurance companies authorized to do business in the State of New Mexico, which policies cover all operations under this Agreement. Before commencing the services covered by this Agreement, and on renewal of all coverages, the Contractor shall furnish to the COURT a certificate or certificates of insurance, in form satisfactory to the COURT, showing that the Contractor has complied with this Section. All certificates of insurance shall be provided upon execution of this Agreement and upon any cancellation or change in the policy, and the certificates shall provide those thirty (30) days' prior written notices of any cancellation, material change to, or non-renewal of a policy be given to:

Audrey Hukari
Chief Executive Officer
12th Judicial District Court

Various types of required insurance may be written in one or more policies. Kinds and amounts of insurance required are as follows:

A. Automobile Liability Insurance: Automobile Liability Insurance in the minimum amount of combined single limit of \$1,000,000.00 for each occurrence. Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

B. Workers' Compensation Insurance: Workers' Compensation Insurance for the employees when required by, and in accordance with, the provisions of the Workers' Compensation Act. The Contractor acknowledges that it is responsible for complying and agrees to comply with the Act and related rules in performing under this Agreement. The Contractor agrees to provide proof to the COURT of any compensation coverage the Contractor is required to carry at any point during the term of this Agreement. The COURT may terminate this Agreement if the Contractor fails to comply with this provision.

C. Professional Liability (Errors and Omissions) Insurance: Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000.00 combined single limit of liability per occurrence, with a general aggregate of \$1,000,000.00.

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 authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the COURT to the Contractor. The COURT's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the

COURT 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 forty-five (45) days of receipt of the proposed amendment. The Contractor will be paid for confirmed assignments completed and billed within thirty (30) days of completion of the assignment.

6. Status of Contractor. The Contractor and its agents and employees are independent contractors performing professional services for the COURT and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment, and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
7. Assignment. The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the COURT.
8. Subcontracting. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the COURT.
9. Release. Final payment of the amounts due under this Agreement shall operate as a release of the COURT, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.
10. Confidentiality. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the COURT.
11. Product of Service – Copyright. All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the COURT no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.
12. Conflict of Interest; Governmental Conduct Act. The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through 10-16-18, regarding contracting with a public officer or state employee, or former state employee have been followed.

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

If the COURT 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 forty-five (45) days of receipt of the proposed amendment.

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

15. Penalties for Violation of Law. The parties recognize that the Procurement Code, NMSA 1978, Sections 13-1-28 through -199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

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

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

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

19. Records and Financial Audit. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the

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

20. Indemnification. The Contractor shall defend, indemnify, and hold harmless the COURT and the State of New Mexico from all actions, proceedings, claims, demands, costs, damages, 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 COURT and the Risk Management Division of the New Mexico General Services Department by certified mail.
21. Invalid Term or Condition. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.
22. Enforcement of Agreement. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.
23. Notices. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. Postal Service, either first-class or certified, return receipt requested, postage prepaid, as follows:

To the AOC:

Stacey Boone
NM Administrative Office of the Courts
111 Lomas Blvd NW
Suite 300
Albuquerque, NM 87102
Email: aocsab@nmcourts.gov

To the COURT:

Audrey Hukari
12th Judicial District Court
Address: 1000 New York Ave, Room 209

Alamogordo, NM 88310
Email: aladalh@nmcourts.gov

To the Contractor:

Name:

Address:

Email:

24. Authority. If the Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of the Contractor represents and warrants that he or she has the power and authority to bind the Contractor and that no further action, resolution, or approval from the Contractor is necessary to enter into a binding contract.
25. Effective Date. This Agreement is not effective until signed by all parties and is effective on the date specified in Paragraph 3 of this Agreement. Allowable services provided from April 1st, 2026, to the effective will be paid after execution of the agreement.

Signed by the parties on the dates indicated:

STATE OF NEW MEXICO, ADMINISTRATIVE OFFICE OF THE COURTS

Karl Reifsteck, AOC Director

Date

Celina Jones, General Counsel

Date

STATE OF NEW MEXICO, TWELFTH JUDICIAL DISTRICT COURT

Daniel A. Bryant, Chief Judge

Date

Audrey Hukari, Court Executive Officer

Date

CONTRACTOR

Date

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. Taxation and Revenue is only verifying registration and will not confirm or deny any taxability statements contained in this contract.

Yes _____

CRS # _____

No _____

By: _____
Taxation and Revenue Department

Date

Attachment A
Fee Schedule and Allowable Services

Service	Rate	Contract Term Maximum
Navigator Hourly Rate (not to exceed 40 hours a week)	28.00/hour	72,800.00
Navigator Mileage for community work with participants	300.00 per month	4,500.00
Navigator cell phone to include talk, text, and data	100.00 per month	1,500.00
Professional training, office supplies, and contingency management	1000.00 per month	15,000.00
Gross Receipts Tax	8.1875%	

Attachment E: NEW MEXICO PREFERENCE RESIDENT VETERANS CERTIFICATION

Reminder, a copy of RESIDENT VETERANS PREFERENCE CERTIFICATE must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-121 (as amended).

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

Please check one box only:

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

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

“In conjunction with this procurement and the requirements of this business’ application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-121 or 13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

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

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

(Signature of Business Representative)*

Date

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