

**STATE PURCHASING DIVISION  
OF THE  
GENERAL SERVICES DEPARTMENT  
AND  
NEW MEXICO CORRECTIONS DEPARTMENT**

**REQUEST FOR PROPOSALS (RFP)**

**Behavioral Health and Transitional Living Services**



**RFP# 23-770-22-05804**

RFP Release Date: January 18, 2023

Proposal Due Date: March 14, 2023

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# **I. INTRODUCTION**

## **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

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

1. Anger Management/Domestic Violence Treatment
2. Gang Intervention Treatment
3. Life Skills Outpatient Program
4. Mental Health / Special Needs Outpatient Programs
5. Sex Offender Outpatient Treatment
6. Substance Abuse Outpatient Treatment
7. Halfway Houses
8. Sex Offender Specific Halfway Housing
9. Transitional Housing
10. Gender Specific Transitional Living Centers
11. Residential Treatment Dual Diagnosis
12. Residential Treatment Sex Offender Treatment
13. Residential Treatment Substance Abuse Treatment
14. Residential Treatment Mental Health/Special Needs
15. Peer-Led Supportive Housing

## **B. BACKGROUND INFORMATION**

The New Mexico Corrections Department (NMCD) has elected to establish a multi-vendor list of eligible providers. NMCD and its Probation/Parole and Reentry Divisions believe a multiple award will improve services to our offenders on supervision while lowering costs for services needed.

## **C. SCOPE OF PROCUREMENT**

The Behavioral Health and Transitional Housing contracts resulting from this RFP will be establish for four years. This procurement will result in a contract between the New Mexico Corrections Department and its vendors only and not a statewide price agreement.

## **D. PROCUREMENT MANAGER**

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

Name: Wanda Gonzales, CPO, Procurement Manager  
Address: 4337 State Road 14, Santa Fe, NM 87508  
Telephone: (505) 228-3780  
Email: wanda.gonzales1@cd.nm.gov

1. **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 SPD.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** 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:** Wanda Gonzales, CPO, Procurement Manager  
**Reference RFP Name:** Behavioral Health and Transitional Living Services  
RFP # 23-770-22-05804  
**Address:** UPS, DHL or FedEx Delivery  
4337 State Road 14, Santa Fe, NM 87508  
  
United States Postal Services Delivery:  
P.O. Box 27116  
Santa Fe, New Mexico 87502-0116

## **F. DEFINITION OF TERMINOLOGY**

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

1. **“Agency”** means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.
2. **“Award”** means the final execution of the contract document.
3. **“Business Hours”** means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

4. “**Close of Business**” means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
5. “**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 labelled 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.
6. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
7. “**Contractor**” means any business having a contract with a state agency or local public body.
8. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
9. “**Desirable**” – the terms ”may,” ”can,” ”should,” ”preferably,” or ”prefers” identify a desirable or discretionary item or factor.
10. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form must be submitted using a USB flash drive. NMCD will NOT accept and email submission.
11. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
12. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
13. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
14. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.

15. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
16. **“IT”** means Information Technology.
17. **“Mandatory”** – the term “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.
18. **“Medicaid Certified”** means that provider has successfully completed all steps of the Medicaid certification process and has capabilities to bill Medicaid for services provided. For clients that are Medicaid eligible, the provider must bill Medicaid prior to billing NMCD for services provided. Note: Proof of certification is only required from offerors providing eligible services.
19. **“Multiple Source Award”** means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.
20. **“NMCD”** means the New Mexico Corrections Department.
21. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
22. **“PPD”** means Adult Probation and Parole Division.
23. **“PPO”** means Adult Probation and Parole Officer.
24. **“PREA”** means Prison Rape Elimination Act.
25. **“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
26. **“Procurement Manager”** means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
27. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.
28. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978



and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

29. “**Request for Proposals (RFP)**” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
30. “**Responsible Offeror**” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
31. “**Responsive Offer**” or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
32. “**Sealed**” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.
33. “**SPD**” means State Purchasing Division of the New Mexico State General Services Department.
34. “**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
35. “**State (the State)**” means the State of New Mexico.
36. “**State Agency**” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.
37. “**State Purchasing Agent**” means the Director of the Purchasing Division of the General Services Department.
38. “**Statement of Concurrence**” means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to

Section III.C.1. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)

39. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
40. **“Written”** means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

### **G. PROCUREMENT LIBRARY**

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

RFP, Questions & Answers, RFP Amendments, etc.  
<https://www.cd.nm.gov/request-for-proposal-rfp/>

## 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:

<b>Action</b>	<b>Responsible Party</b>	<b>Due Dates</b>
1. Issue RFP	SPD	1-18-2023
2. Acknowledgement of Receipt Form	Potential Offerors	1-31-2023
3. Deadline to submit Written Questions	Potential Offerors	2-1-2023
4. Response to Written Questions	Procurement Manager	2-8-2023
<b>5. <i>Submission of Proposal</i></b>	<b><i>Potential Offerors</i></b>	<b><i>3-14-2023</i></b>
6.* Proposal Evaluation	Evaluation Committee	3-14-2023 to 4-3-2023
7.* Selection of Finalists	Evaluation Committee	4-4-2023
8.* Oral Presentation(s)	Finalist Offerors	4-12-2023 to 4-14-2023
9.* Finalize Contractual Agreements	Agency/Finalist Offerors	5-10-2023 to 5-17-2023
10.* Contract Awards	Agency/ Finalist Offerors	6-7-2023
11.* Protest Deadline	SPD	6-28-2023

\* Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

### B. EXPLANATION OF EVENTS

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

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

#### 1. Issue RFP

This RFP is being issued on behalf of the State of New Mexico Corrections Department 1-18-2023. It is up to the offeror to regularly check the website where the RFP is posted for any amendments that may have posted.

#### 2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager, Wanda Gonzales wanda.gonzales1@cd.nm.gov, to have their

organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager, Wanda Gonzales by 3:00 pm MST/ MDT on 1-31-2023.

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.G.) 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 2-1-2023 MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager and sent to [reentryrfp@cd.nm.gov](mailto:reentryrfp@cd.nm.gov) 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).

The Questions and Answers will be posted to:  
<https://www.cd.nm.gov/request-for-proposal-rfp/>

### **5. Submission of Proposal**

At this time one original hard copy version in addition to one electronic version will be accepted. The electronic version must be on a thumb drive and have the proposal as a read only PDF version.

**ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST/MDT ON 3-14-2023. NO LATE PROPOSAL CAN BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph E Proposal delivery. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Behavioral Health and Transitional Living Services RFP # 23-770-22-05804.

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. A schedule for Oral Presentation, if any, will be determined at this time.

## **8. Oral Presentations (Optional)**

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If Oral Presentations are held, Finalist Offerors may be required to make their presentations through electronic means (Microsoft Teams, Zoom, etc). The Agency will provide Finalist Offerors with an agenda and applicable details; including an invitation to the event. Whether or not Oral Presentations will be held is at the sole discretion of the Evaluation Committee.

## **9. 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. The award is subject to the appropriate NMCD Department approval.

## **10. 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.

## **11. 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 15<sup>th</sup> 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 directed to:

NM Corrections Department Legal Counsel:  
Brienne Bigej  
4337 State Rd. 14  
Santa Fe, New Mexico 87058

## **PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED**

### **C. GENERAL REQUIREMENTS**

#### **1. Acceptance of Conditions Governing the Procurement**

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

#### **2. Incurring Cost**

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

#### **3. Prime Contractor Responsibility**

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

#### **4. Subcontractors/Consent**

The use of subcontractors is not allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

#### **5. Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted

proposal and must be clearly identified as such in the transmittal letter. **Agency personnel will not merge, collate, or assemble proposal materials.**

## **6. Offeror's Rights to Withdraw Proposal**

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

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

## **7. Proposal Offer Firm**

Responses to this RFP, including proposal prices for services, will be considered firm until such time that a contract has been fully executed after award.

## **8. 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:***
  1. confidential financial information concerning the Offeror's organization; and
  2. 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.1.a, 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.

## **9. No Obligation**

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

## **10. Termination**

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

## **11. Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be 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.

## **12. Legal Review**

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

## **13. Governing Law**

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

## **14. Basis for Proposal**

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

## **15. Contract Terms and Conditions**

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract Appendix C. 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 C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the 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.

#### **16. Offeror's Terms and Conditions**

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

#### **17. Contract Deviations**

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

#### **18. Offeror Qualifications**

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

#### **19. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.19. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

#### **20. Change in Contractor Representatives**

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

## **21. Notice of Penalties**

The Procurement Code, §§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.

## **22. Agency Rights**

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

## **23. Right to Publish**

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

## **24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency or SPD 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.

## **25. Confidentiality**

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

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

## **26. Electronic mail address required**

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

## **27. Use of Electronic Versions of this RFP**

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

## 28. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

## 29. Campaign Contribution Disclosure Form

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

## 30. Letter of Transmittal

Offeror's proposal must be accompanied by a Letter of Transmittal Form (APPENDIX E), which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);
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 necessary if the responses differs from the individual identified in A*);
3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
  4. Identify any other entity/-ies (such as State Agency, reseller, etc., that is not a subcontractor identified in #3) that may be used in the performance of this awarded contract; and
  5. The individual identified in #2 above, must sign and date the form, 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 Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

**Failure to submit a signed Letter of Transmittal Form (Appendix E) will result in Offeror's disqualification.**

### **31. 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 the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the 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 State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or 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 State Purchasing Agent or Central Purchasing Officer.

### **32. New Mexico Preferences**

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Offeror must submit a copy of its valid New Mexico Resident Preference Certificate or its valid New Mexico Veteran Business Preference with its 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>.

**In accordance with §13-1-21(H) NMSA 1978, an agency shall not award any combination of New Mexico Resident / Veterans Preferences.**

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

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors shall submit only **one (1)** proposal inclusive of all Scopes of Work (SOW) in response to this RFP. Offeror may propose on a single or on multiple Scopes of Work. Offerors must state the name and number of each SOW they are proposing on.

#### 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.30. Each ORIGINAL binder (Technical and Cost) shall be clearly marked as "ORIGINAL" on the front of the binder.

Technical and Cost portions of Offerors proposal **must** be submitted in separate binders as indicated below in this section, and **must** be prominently identified as "Technical Binder," or "Cost Binder," on each front cover. Envelopes, packages or boxes containing the original and the electronic copy must be clearly labeled and submitted in a sealed envelope, package or box according to the information provided in Section I.E. It is not necessary to segregate Technical Binders from Cost Binders, if they are submitted within the same sealed envelope, package or box, as long as the Technical Binders and Cost Binders are each submitted in separate binders. **DO NOT submit ANY cost in the Technical Binder.**

Offerors **must** deliver:

- a) **Technical Proposals** – One (1) ORIGINAL HARD COPY, and one (1) ELECTRONIC copy of the proposal containing **ONLY** the Technical Proposal; The electronic copy **MUST** be submitted as a USB in read only pdf format and **CANNOT** be emailed. **The Technical Proposals SHALL NOT contain any cost information.**
  - i. **Confidential Information:** If Offeror's proposal contains confidential information, as defined in Section I.F.5 and detailed in Section II.C.8, Offeror **must** submit:
    - all of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section 1.F.38) versions for evaluation purposes; **AND**
    - ONE (1) additional **redacted** (def. Section 1.F.26) 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.;

- b) **Cost Proposals** – One (1) ORIGINAL HARD COPY, and one (1) ELECTRONIC copy of the proposal containing **ONLY** the Cost Proposal; ORIGINAL HARD COPIES of the Cost Proposal shall be in separate labeled binders from the Technical Proposals. **The electronic copy MUST be submitted as a USB in read only pdf format and CANNOT be emailed.**

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

The ORIGINAL HARD COPY and ELECTRONIC copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the ORIGINAL shall govern.

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

## **C. PROPOSAL FORMAT**

All proposals must be submitted as follows:

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

Organization of folders/envelopes for hard copy proposals and electronic copy proposal:

### **1. Proposal Content and Organization**

All proposals must be submitted as follows:

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. Within each section of the proposal, Offerors must organize and address the RFP requirements in the order indicated below. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of Offeror's proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

#### **Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary (Optional)
- E. Response to Contract Terms and Conditions (from Section II.C.15)



- F. Offeror's Additional Terms and Conditions (from Section II.C.16 )
- G. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
  - 1.Organizational Experience
  - 2.Organizational References
  - 3.Oral Presentation (if applicable)
  - 4.Mandatory Specification
  - 5.Desirable Specification
  - 6.Financial Stability – (Financial information considered confidential, as defined in Section I.F.5 and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.1.a.i, as applicable)
  - 7.New Mexico Resident /Veteran Preferences (if applicable)
- H. Other Supporting Material (if applicable)

**Cost Proposal (Binder 2):**

- 1. Completed Cost Response Form (APPENDIX D)

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

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

## IV. SPECIFICATIONS

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

### A. DETAILED SCOPE OF WORK

This procurement contains fifteen (15) separate Scopes of Work, each one a separate component of the RFP. Each Offeror need not bid on all scopes but only on services they are qualified to provide. Each proposal will be evaluated on the basis of each Scope of Work Offeror proposes on. Offerors must clearly state which scope(s) of work are being proposed on by number. RFP will result in multiple contract awards. Contracts may include multiple Scopes of Work per Awardee. Offerors must identify which cities and counties they propose to provide services in. When evaluating proposals, committee will consider how many cities and counties Offeror is willing to expand to in the future.

Offerors shall prepare their proposals with the knowledge that all Service Providers must provide all necessary personnel, equipment, materials/workbooks, supplies, facilities (with the exception of those housed in state facilities), and services to meet the specification described in this RFP. NMCD will access monthly lease fees on all state-owned facilities in accordance with NM General Services standard rates for providers currently housed in state facilities. Service Providers shall provide general maintenance services at sites where services are being provided in accordance with NM General Services Department Maintenance and Space Standards. Service Providers shall provide services in the offender's language of literacy and shall make accommodations for any disabilities an offender may present.

### B. TECHNICAL SPECIFICATIONS

#### 1. Organizational Experience

Offeror **must**:

- a) provide a brief description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of the services described in the selected Scope(s) of Work. Similar services provided to private sector will also be considered;
- b) provide a brief bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified those individuals who will be providing direct services to probation/parole clients and/or inmates. Offeror must include key personnel education, work experience, and applicable certifications/licenses.

- c) indicate how many behavioral health and/or housing related contracts have been secured in the last two years and what percentage of business revenue is derived from those engagements.
- d) describe at least two service successes and failures of a behavioral health service and/or housing program contractual engagement. Include how each experience improved the Offeror's services.

## 2. Organizational References

Offeror must provide a list of a minimum of three (3) external references from similar projects/programs performed for private, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Staff assigned to reference engagement that will be designated for work per this RFP; and
- e) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

## 3. Mandatory Specification

Provider must be Medicaid certified and capable of billing Medicaid for services provided to qualified Medicaid recipients when applicable.

Provider must be appropriately licensed to legally provide services according to the specification in the Scope of Work. Must show proof they are qualified to provide services.

Refer to the individual Scopes of Work for specific details related to each service

#### **4. Desirable Specification**

Points will be awarded favorably to those providers who have the ability to provide multiple services to offenders. Offeror whose proposal includes the most services proposed will be awarded the maximum points available for this specification. Thereafter, all other proposals will then be awarded a percentage of total allowable points in proportion to services being proposed on.

Example: Offeror proposing on most scopes of work sets the method in points awarded:

Scenario 1 – Proposed on 10 scopes of work:  $200/10=20$  (each scope of work will then be worth 20 points)

Scenario 2 – Proposed on 7 scopes of work:  $200/7=28.57$  (each scope of work will then be worth 28.57 points)

### **C. BUSINESS SPECIFICATIONS**

#### **1. Financial Stability**

Offerors must submit copies of the most recent years independently audited financial statements if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. Profit and Loss Statement) to enable the Evaluation Committee to assess the financial stability of the Offeror.

#### **2. Letter of Transmittal Form**

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

#### **3. Campaign Contribution Disclosure Form**

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

#### **4. Oral Presentation**

If oral presentations are held, finalist Offeror(s) may be required to explain, demonstrate, detail, and/or clarify any aspect of its submitted proposal, to which the Evaluation

Committee may ask questions and/or seek clarifications. Pursuant to Section II.B.9, Oral Presentations may be held at the sole discretion of the Evaluation Committee.

**5. Cost**

Offerors must complete the Cost Response Form in APPENDIX D. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.

**6. Resident Veterans Business Preference**

To ensure application of § 13-1-21 NMSA 1978 (as amended), an Offeror **MUST** submit a copy, in this section, of its valid New Mexico Resident Veteran Business 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 by sub-category.

<b>Evaluation Factors</b> <i>(Correspond to Sections IV.B and IV.C)</i>	<b>Points Available</b>
<b>A. Technical Specifications (500 Total Points)</b>	
B. 1. Organizational Experience	200
B. 2. Organizational References	100
B. 3. Mandatory Specification	Pass/Fail
B. 4. Desirable Specification	200
<b>B. Business Specifications (500 Total Points)</b>	
C.1. Financial Stability	Pass/Fail
C.2. Letter Of Transmittal	Pass/Fail
C.3. Campaign Contribution Disclosure Form	Pass/Fail
C.4. Oral Presentations	200
C.5. Cost	300
<b>TOTAL POINTS AVAILABLE</b>	<b>1,000</b>
C.6. New Mexico / Native American Resident Preference	<b>80</b>
C.7. New Mexico Resident / Veteran Preference Points per Section IV C.7	<b>100</b>

Table 1: Evaluation Point Summary

### B. EVALUATION FACTORS

#### 1. B.1 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

#### 2. B.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

**3. B.4 Mandatory Specifications**

Pass or non-applicable only. No points assigned

**4. B.5 Desirable Specifications**

Points will be awarded favorably to those providers who have the ability to provide multiple services to offenders. Offeror whose proposal includes the most services proposed will be awarded the maximum points available for this specification. Thereafter, all other proposals will then be awarded a percentage of total allowable points in proportion to services being proposed on.

Example: Offeror proposing on most scopes of work sets the method in points awarded:

Scenario 1 – Proposed on 10 scopes of work:  $200/10=20$  (each scope of work will then be worth 20 points)

Scenario 2 – Proposed on 7 scopes of work:  $200/7=28.57$  (each scope of work will then be worth 28.57 points)

**5. C.3 Letter of Transmittal (See Table 1)**

Pass/Fail only. No points assigned.

**6. C.4 Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail only. No points assigned.

**7. C.5 Oral Presentation (See Table 1)**

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are

held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

**8. C.6 Cost (See Table 1)**

The evaluation of costs will be determined by what is reasonable in relation to the services being rendered and review of similar costs in the community for similar services.

Lowest Responsive Offeror's Cost  
----- X Available Award Points  
Each Offeror's Cost

**9. C.7. New Mexico Preferences**

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

**A. New Mexico Resident Business Preference / Native American Resident Preference**

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

**B. New Mexico/Native American Resident Veteran Preference**

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

**C. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. 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 may 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 State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.



## **APPENDIX A**

### **ACKNOWLEDGEMENT OF RECEIPT FORM**

## APPENDIX A

### REQUEST FOR PROPOSAL

Behavioral Health and Transitional Living Services  
23-770-22-05804

#### ACKNOWLEDGEMENT OF RECEIPT FORM

This optional Acknowledgement of Receipt Form establishes a distribution list to 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.G.) responses to written questions and any amendments to the RFP.

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**Submit Acknowledgement of Receipt Form to:**

To: Wanda Gonzales, CPO, Procurement Manager

E-mail: wanda.gonzales1@cd.nm.gov

Subject Line: Behavioral Health and Transitional Living Services RFP #23-770-22-05804

## APPENDIX B

### 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:** \_\_\_\_\_

**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 C**  
**DRAFT CONTRACT**

**The Agreement included in this Appendix C represents the contract the Agency intends to use to make awards. The State of New Mexico and the Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary.**

**STATE OF NEW MEXICO** (NAME OF AGENCY)  
PROFESSIONAL SERVICES CONTRACT  
# \_\_\_\_\_

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **NAME OF AGENCY**, hereinafter referred to as the “Agency,” and **NAME OF CONTRACTOR**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

The Contractor shall perform the following work:

**2. Compensation.**

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

(—OR—)

**(CHOICE – MULTI-YEAR)**

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

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

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

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

**3. Term.**

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

**4. Termination.**

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

B. Notice; Agency Opportunity to Cure.

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

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

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

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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

**5. Appropriations.**

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

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use



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

**7. Assignment.**

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

**8. Subcontracting.**

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

**9. Release.**

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

**10. Confidentiality.**

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

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**12. Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

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

- 1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any

Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

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

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

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

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

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

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

**13. Amendment.**

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

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

**14. Merger.**

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

**15. Penalties for violation of law.**

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

**16. Equal Opportunity Compliance.**

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

**17. Applicable Law.**

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

**18. Workers Compensation.**

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

**19. Records and Financial Audit.**

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

**20. Indemnification.**

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

**21. New Mexico Employees Health Coverage.**

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

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

**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. Notices.**

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

To the Agency:

[insert name, address and email].

To the Contractor:

[insert name, address and email].

**25. Authority.**

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

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

By: \_\_\_\_\_  
Agency

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Agency's Legal Counsel – Certifying legal sufficiency

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Agency's Chief Financial Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Contractor

Date: \_\_\_\_\_

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

ID Number: **00-000000-00-0**

By: \_\_\_\_\_  
Taxation and Revenue Department

Date: \_\_\_\_\_

This Agreement has been approved by the GSD/SPD Contracts Review Bureau:

By: \_\_\_\_\_  
GSD/SPD Contracts Review Bureau

Date: \_\_\_\_\_

## APPENDIX D

### COST RESPONSE FORM

#### Cost Response Form SOW #'s 1, 2, 3, 4, 5, 6

Scope Of Work	Service provided	Cost Per item	Quantity
Example – SOW 1	Assessment	\$60.00	Per Client
	DV Group Counseling	\$25.00	Per 60 Minute Session
	DV Curriculum Book	\$12.50	Per Client
Example – SOW 4	Individual Counseling	\$40.00	Per 30 Minute Session
	Individual Counseling	\$80.00	Per 60 Minute Session

Should include: The cost of each treatment service provided individually, the cost of materials per person, total cost of labor and any miscellaneous costs.

Scope of Work	Projected Service	Projected Cost Per Item	Projected Quantity
		\$	
		\$	
		\$	
		\$	
		\$	

Should include: The cost of each future projected treatment service to provide, the projected cost of materials per person, projected total cost of labor and any projected miscellaneous costs.

Fiscal Year 2024 Total Projected Cost (to include all costs):	\$
Fiscal Year 2025 Total Projected Cost (to include all costs):	\$
Fiscal Year 2026 Total Projected Cost (to include all costs):	\$
Fiscal Year 2027 Total Projected Cost (to include all costs):	\$
Total Four-Year Projected Cost	\$

**Cost Response Form  
SOW #'s 7, 8 and 15**

<b>Scope Of Work</b>	<b>Service provided</b>	<b>Cost Per item</b>	<b>Quantity</b>
Example – SOW 7	HH Room	\$25.00	Per day
	UA's Testing	\$5.50	Per test

Should include: The cost of materials, cost of meals per day per person ( if applicable), total cost of labor, total cost of transportation, cost of room and board per day and any miscellaneous costs.

<b>Total Estimated Cost Per Person Per Day</b>	
Male	\$
Female	\$

<b>Scope of Work</b>	<b>Projected Service</b>	<b>Projected Cost Per Item</b>	<b>Projected Quantity</b>
		\$	
		\$	
		\$	
		\$	
		\$	

Should include: The cost of future projected materials, projected cost of meals per day per person ( if applicable), total cost of projected labor, total projected cost of transportation, projected cost of room and board per day and any projected miscellaneous costs.

<b>Total Estimated Cost Per Person Per Day</b>	
Male	\$
Female	\$

Fiscal Year 2024 Total Projected Cost (to include all costs):	\$
Fiscal Year 2025 Total Projected Cost (to include all costs):	\$
Fiscal Year 2026 Total Projected Cost (to include all costs):	\$
Fiscal Year 2027 Total Projected Cost (to include all costs):	\$
<b>Total Four-Year Projected Cost</b>	\$



**Cost Response Form**  
**SOW #'s 9, 10, 11, 12, 13, 14**

Scope Of Work	Service provided	Cost Per item	Quantity
Example – SOW 9	Transitional Bed	\$25.00	Per day per client
	Food	\$7.50	Per day per client
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

Should include: The cost of each treatment service provided, cost of materials per person, cost of meals per day per person (if applicable), total cost of labor, total cost of transportation, cost of room and board per day and any miscellaneous costs.

Total Estimated Cost Per Person Per Day	
Male	\$
Female	\$

Scope of Work	Projected Service	Projected Cost Per Item	Projected Quantity
		\$	
		\$	
		\$	
		\$	
		\$	

Should include: The future projected cost of each treatment service provided, projected cost of materials per person, projected cost of meals per day per person (if applicable), total projected cost of labor, total projected cost of transportation, projected cost of room and board per day and any miscellaneous costs.

Total Estimated Cost Per Person Per Day	
Male	\$
Female	\$

Fiscal Year 2024 Total Projected Cost (to include all costs):	\$
Fiscal Year 2025 Total Projected Cost (to include all costs):	\$
Fiscal Year 2026 Total Projected Cost (to include all costs):	\$
Fiscal Year 2027 Total Projected Cost (to include all costs):	\$
Total Four-Year Projected Cost	\$

**APPENDIX E**

**LETTER OF TRANSMITTAL FORM**

## **APPENDIX E**

### **Letter of Transmittal Form**

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror's proposal.

**RFP#:23-770-22-05804**

**1. Identify the following information for the submitting organization:**

<b>Offeror Name</b>	
<b>Mailing Address</b>	
<b>Telephone</b>	
<b>FED TIN#</b>	
<b>NM BTIN#</b>	

**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:**

	<b>A Contractually Obligate</b>	<b>B Negotiate*</b>	<b>C Clarify/Respond to Queries*</b>
<b>Name</b>			
<b>Title</b>			
<b>E-mail</b>			
<b>Telephone</b>			

\* 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. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):**

\_\_\_ No.  
 \_\_\_ Yes. Identify subcontractor/s: \_\_\_\_\_

**4. Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)**

\_\_\_ No.  
 \_\_\_ Yes. Identify entity/-ies: \_\_\_\_\_

**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.

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

*(Must be signed by the individual identified in item #2.A, above.)*

## **APPENDIX F**

### **ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) 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 is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Wanda Gonzales, Procurement Manager by 03/13/2023 by 5:00PM 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 # 23-770-22-05804**  
**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. Submit this Questionnaire to the State of New Mexico, Corrections Department via e-mail at:

Name: Wanda Gonzales, CPO, Procurement Manager  
Email: wanda.gonzales1@cd.nm.gov

Forms must be submitted no later than 3-13-2023 by 5pm MST/MDT and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings. The comments you provide will help the State evaluate the above-referenced Offeror’s service history, successful execution of services and evidence of customer/client satisfaction.

**For questions or concerns regarding this form**, please contact the State of New Mexico **Procurement Manager** at (505) 228-3780 or by email at [wanda.gonzales1@cd.nm.gov](mailto:wanda.gonzales1@cd.nm.gov). When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

<b>Organization providing reference</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number(s)</b>	
<b>Contact e-mail address</b>	
<b>Project description</b>	
<b>Project dates (start and end dates)</b>	

QUESTIONS:

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?

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

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project/program 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:

7. How satisfied are/were you with the program materials developed by the vendor?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

## SCOPE OF WORK #1

### NMCD – ANGER MANAGEMENT/DOMESTIC VIOLENCE

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

**PROGRAM DESCRIPTION:** The New Mexico Corrections Department Probation and Parole Division is seeking proposals for the purpose of entering into a contract with a service provider to provide anger management and domestic violence treatment for individuals under NMCD supervision, probation or parole. All services must be delivered and provided by adequately trained, licensed and qualified staff in accordance with all the applicable credentialing and licensing requirements, and in compliance with the NMCD, as follows:

#### **Provider shall provide:**

**1. Anger Management/Domestic Violence Services:** Provider shall have the option to render these services via counseling and/or training/tutoring modalities. Intervention areas shall include, but are not limited to values clarification, self-awareness, communication techniques, relaxation training/stress management, assertiveness skills, anger management, cognitive skills training, and domestic violence perpetrator counseling.

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

- A. Understanding Anger
- B. Effective Responses to Anger
- C. Stages of Anger
- D. Substance Abuse and Anger
- E. Anger and Relationships
- F. Triggers
- G. Choices and Consequences
- H. Time Out
- I. Communicating Effectively with Others

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



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

**5. Service Provider** shall provide qualified staff to implement this project. Staff shall be licensed in the State of New Mexico and a copy of such license shall be provided to Department prior to initiating services. Service Provider shall ensure that all staff providing direct services will have and maintain the specific license(s) and/or certification(s) during the term of the contract. Licenses and/or certifications shall be made available for review by the Department.

**6. Service Provider** shall provide therapeutic services in the clients' language of literacy.

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

**8. Service Provider** will establish and implement Policies & Procedures for clients entering treatment to include:

- A) Initial assessment;
- B) Group treatment contract;
- C) Policy Handbook and participation requirements for the clients' use;
- D) Timely recording of clients' progress notes, costs, attendance (including no-show fees);

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

**9. Individualized Plan**

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

- A) The individualized plan shall specify individual clients' problems and procedures for attaining change with behavioral outcomes;
- B) Progress reports shall be submitted to the Department no later than the 10th of each month. Progress reports shall contain a brief narrative of each client's work in all sessions and progress toward goals. If the Service Provider fails to submit the progress reports by the 10th of each month, the current invoice payment shall be withheld until the time that progress notes are received;
- C) The individualized plan shall be reviewed by both the Service Provider and Department staff on a routine basis to determine necessary modifications of treatment.

**10. Discharge Plan:** The Service Provider shall develop a discharge plan for each client within 30 days of discharge.

**11. Any abrupt termination of services to a client resulting from a violation of major rules shall be transmitted to NMCD staff immediately.**

**12. Court Testimony** – Service Provider agrees to provide testimony in court, if required by NMCD, at no additional cost.

**13. Coordination with NMCD:** Service Provider shall coordinate the following tasks with assigned NMCD staff and shall proceed upon approval by NMCD:

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

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

C) All admissions and discharges from the service;

D) All changes in the intensity of services to be offered to a client;

E) All requests for a referral for special treatment;

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

G) All Service Provider therapy sessions will be held at facilities agreed to by both Department and the Service Provider.

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

**15. No-Shows:** NMCD will not pay for clients who fail to attend sessions or meetings. Service Provider must notify NMCD of no-shows by Friday of each week.

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

#### **17. COST**

A. Cost per therapeutic Group Session

B. Cost per individual hour

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

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

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

#### **Other Provider Requirements:**

**PREA Compliance:** The Contractor shall follow and enforce the Department's Prison Rape Elimination Act (PREA) policies which mandate reporting and treatment for abuse or neglect of all inmates in the secure institutions. *The Prison Rape Elimination Act (PREA) is federal law, Public Law 108-79, signed into law in September 2003 by the President of the United States and now designated as 42 USC § 15601. PREA establishes a zero- tolerance standard against sexual*

*assaults and rapes of incarcerated persons of any age. This makes the prevention of sexual assault in Department institutions a top priority. PREA sets a standard that protects the Eighth Amendment right (Constitutional right prohibiting cruel or unusual punishment) of Federal, State, and local inmates.*

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

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

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

## **ELIGIBILITY FOR SERVICES**

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

- B. The practice either targets behaviors or shows significant effect on behaviors that are generally accepted outcomes; and
  - C. The practice should be specific to the treatment organizations population, including racial, linguistic, geographical and cultural factors – including characteristics specific to the client population.
5. Provider shall disclose the current curriculum and treatment modalities being used during the RFP process and provide to the Community Correction Administration any program or curriculum changes made during the contract period.

### **PROVIDER’S DUTIES OF CARE**

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

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

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

In addition, services provided under this Scope Of Work shall be available evenings and weekends to accommodate work and school schedules of clients; and must be available for the duration of the contract.

### **REPORTING REQUIREMENTS**

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

1. Provider shall provide the local Probation/Parole District Offices a monthly written report on each client detailing the services being provided, the clients attendance, behavior while participating in the programming, progress, treatment prognosis, and other information as requested and deemed appropriate by the Probation/Parole Officer (PPO) by the 10th day of the month.

2. In addition, the Provider shall ensure the following services are rendered and submit the following documentation/reports (that are satisfactory to the PPO) in the timeframes listed for all clients to the local Probation/Parole District Offices as follows:

A. Provider shall ensure that all clients are scheduled for a program intake within two (2) days of entry into the program.

B. Provider shall ensure all clients are scheduled to receive clinical interview and assessment within five (5) days of program intake date.

C. Provider shall complete an Individual Treatment Plan for each client and deliver to the PPO within ten (10) days of the clients' arrival to the agency.

D. Provider shall submit a written Individual Program Violation Report for each client, including missed appointments, suspected or actual substance abuse, the use of physical restraint, the need for emergency medical care during programming, and other behaviors or incidents identified by the Provider within twenty-four (24) hours of their respective occurrence, or sooner depending on the severity of the violation. Verbal notification shall be provided within two (2) hours of a serious critical incident.

E. Provider shall submit, in writing, an Individual's Discharge Summary Report to the PPO upon successful or unsuccessful completion of the program.

F. Provider shall submit an Aftercare Recommendation report to the PPO ten (10) days prior to the clients' successful completion.

3. Provider shall submit to the local Probation/Parole District Office the following documentation, prior to discharge of client:

A. Anger Management/Domestic Violence Prevention Plans;

B. Individual Discharge Summary/Aftercare Recommendations

4. Provider shall participate in evaluations of clients served by the program to include reviews of participants as well as successful and unsuccessful completion outcomes.

5. Provider shall maintain confidentiality of all criminal history information provided by NMCD for the purposes of determining programming and shall return all criminal history information to the NMCD upon program discharge. This information includes but is not limited to the Pre and Post Sentence Report, FBI Rap Sheet, Police Reports, Judgment and Sentence, and Institutional History.

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

**SUPERVISORY PROTOCOL FOR LMHC, LPCC, LPC, LCSW, LMSWACP, LMFT, LPAT, LADAC, LSAA, PSYCHOLOGY ASSOCIATE, CLINICAL PSYCHOLOGIST,**

Provider shall follow this Supervisory Protocol for its licensed Psychologist, LPC, LPCC, LCSW, LMSWACP (Clinical Therapist), LADAC. When providing services under this Scope of Work, the Clinical Therapist may be reimbursed when the services are within his/her legal scope of practice and provided in accordance with this Scope of Work and Agreement. This Scope of Work has directed that the Clinical Therapist be nationally licensed.

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

7. Billing for services must be submitted by the provider and indicate the non-credentialed practitioner in the rendering provider box on the claim. Additionally, all non-Independent practitioners rendering services must have their own individual Share Vendor ID number on file with NMCD for tracking purposes.

8. NMCD may periodically conduct audits to ensure compliance with NMCD policies and procedures.

9. At the request of NMCD, on no more than a bi-annual basis, Supervising Clinician will provide in writing within thirty (30) days of request, a listing of all non-credentialed clinicians employed by the Provider rendering treatment to NMCD clients.

## **INVOICE**

When the Provider submits invoices, the Provider agrees to provide all required reporting and backup documentation related thereto. If the Provider's Invoice is not properly filled out and complete, it may cause the Provider's reimbursement to be delayed. Faxes and hand delivered invoices will not be accepted. All submissions must be made electronically. The Provider shall submit a completed monthly invoice with thirty (30) days of services rendered in the prior month.

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

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

## **COMPENSATION**

### **1. CLAIMS**

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

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

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

## **2. CONFLICT**

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



## **SCOPE OF WORK #2**

### **NMCD – GANG INTERVENTION TREATMENT**

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

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

**Provider shall provide:**

**1. Gang Intervention Treatment Services:** Provider shall have the option to render these services via counseling and/or training/tutoring modalities. Evidence Based Practices should be utilized to include Cognitive-Behavioral Therapy (CBT) and Motivational Interviewing / Motivational Enhancement (MI/MET). Providers should provide the following:

- A) Gang intervention treatment based on Motivational Interviewing/Motivational Enhancement (MI/MET) and cognitive-behavioral treatment (CBT) methodologies
- B) Specific resources that address needs and risk factors underlying joining a gang, gang involvement, gang violence, leaving a gang, substance abuse and the gang "mindset."
- C) Extensive resources in both English and Spanish, as well as male and female gender-specific resources

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

**3. Service Provider** shall provide qualified staff to implement this project. Staff shall be licensed in the State of New Mexico and a copy of such license shall be provided to Department prior to initiating services. Service Provider shall ensure that all staff providing direct services will have and maintain the specific license(s) and/or certification(s) during the term of the contract. Licenses and/or certifications shall be made available for review by the Department.

**4. Service Provider** shall provide therapeutic services in the clients' language of literacy.

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

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

- A) Initial assessment;
- B) Group treatment contract;
- C) Policy Handbook and participation requirements for the clients' use;
- D) Timely recording of clients' progress notes, costs, attendance (including no-show fees);

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

**7. Individualized Plan**

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

- A) The individualized plan shall specify individual clients' problems and procedures for attaining change with behavioral outcomes;
- B) Progress reports shall be submitted to the Department no later than the 10th of each month. Progress reports shall contain a brief narrative of each client's work in all sessions and progress toward goals. If the Service Provider fails to submit the progress reports by the 10th of each month, the current invoice payment shall be withheld until the time that progress notes are received;
- C) The individualized plan shall be reviewed by both the Service Provider and Department staff on a routine basis to determine necessary modifications of treatment.

**8. Discharge Plan:** The Service Provider shall develop a discharge plan for each client within 30 days of discharge.

**9.** Any abrupt termination of services to a client resulting from a violation of major rules shall be transmitted to NMCD staff immediately.

**10.** Court Testimony – Service Provider agrees to provide testimony in court, if required by NMCD, at no additional cost.

**11. Coordination with NMCD:** Service Provider shall coordinate the following tasks with assigned NMCD staff and shall proceed upon approval by NMCD:

- A) Services to special needs clients or those with mental impairment - Develop and implement procedures for services (or referrals) for clients with dual diagnosis and/or mental and physical disabilities.
- B) All individual, group, family, and educational sessions;
- C) All admissions and discharges from the service;
- D) All changes in the intensity of services to be offered to a client;
- E) All requests for a referral for special treatment;
- F) Identify needs of clients that are beyond the scope of the Service Provider's services and make appropriate referrals in such circumstances;
- G) All Service Provider therapy sessions will be held at facilities agreed to by both Department and the Service Provider.

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

**13.** No-Shows: NMCD will not pay for clients who fail to attend sessions or meetings. Service Provider must notify NMCD of no-shows by Friday of each week.

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

**15. COST**

A. Cost per therapeutic Group Session

B. Cost per individual hour

D. Optional Services Cost per session – Individual Therapy as described in Item #11

E. Optional Services Cost per session – Family therapy as described in Item #11

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

**Other Provider Requirements:**

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

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

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

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

## **ELIGIBILITY FOR SERVICES**

1. Provider shall render services to clients who meet the following eligibility criteria, in accordance with NMCD:
  - A. Be a convicted adult felony or a misdemeanor client sentenced in District Court
  - B. Be assessed as requiring services
  - C. Be directly referred by the local Probation and Parole District (PPD) office.
2. Provider shall serve clients based on a direct referral from NMCD. Access to services will be on the basis of an electronic referral by NMCD. A written referral will be required when the electronic referral system is inoperative or unavailable. Evidence of the referral must be located in the clinical record of the client.
3. Provider shall render services to clients, based on the following:
  - A. A clinical assessment and treatment plan for clinical services;
  - B. A service needs assessment and service plan for non-clinical services/care; and
  - C. Family involvement in treatment with the goal of helping families of clients acquire techniques to enable meaningful interaction with the adult client and, assisting the adult client and their family in understanding their roles and relationships as part of the solution in keeping the adult client from future interaction with the criminal justice system and/or minimize the propensity of future violence.
4. Provider shall develop services based on evidence-based practices that are proven to be successful through research methodology and have produced consistent positive patterns of results, such as group treatment for substance abuse, Motivational Interviewing Therapy and Stages of Change Theory. The following criteria shall be utilized for the implementation of Evidence Based Practices (EBP):
  - A. At least one randomized clinical trial that has shown this practice to be effective;
  - B. The practice either targets behaviors or shows significant effect on behaviors that are generally accepted outcomes; and
  - C. The practice should be specific to the treatment organizations population, including racial, linguistic, geographical and cultural factors – including characteristics specific to the client population.
5. Provider shall disclose the current curriculum and treatment modalities being used during the RFP process and provide to the Community Correction Administration any program or curriculum changes made during the contract period.

## **PROVIDER'S DUTIES OF CARE**

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

**Continuity of Care; Referral to Other Health Professionals:** Provider shall furnish these services in a manner providing continuity of care and ready referral of clients to other providers at times as may be appropriate and consistent with the standards of care in the community. If a client

requires additional services or evaluation, including Emergency Services, provider agrees to refer clients to his/her primary care physician or another Participating Provider. A client requiring Emergency Services shall also be referred to the “9-1-1” emergency response system, as appropriate.

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

In addition, services provided under this Scope Of Work shall be available evenings and weekends to accommodate work and school schedules of clients; and must be available for the duration of the contract.

## **REPORTING REQUIREMENTS**

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

**1.** Provider shall provide the local Probation/Parole District Offices a monthly written report on each client detailing the services being provided, the clients attendance, behavior while participating in the programming, progress, treatment prognosis, and other information as requested and deemed appropriate by the Probation/Parole Officer (PPO) by the 10th day of the month.

**2.** In addition, the Provider shall ensure the following services are rendered and submit the following documentation/reports (that are satisfactory to the PPO) in the timeframes listed for all clients to the local Probation/Parole District Offices as follows:

A. Provider shall ensure that all clients are scheduled for a program intake within two (2) days of entry into the program.

B. Provider shall ensure all clients are scheduled to receive clinical interview and assessment within five (5) days of program intake date.

C. Provider shall complete an Individual Treatment Plan for each client and deliver to the PPO within ten (10) days of the clients’ arrival to the agency.

D. Provider shall submit a written Individual Program Violation Report for each client, including missed appointments, suspected or actual substance abuse, the use of physical restraint, the need for emergency medical care during programming, and other behaviors or incidents identified by the Provider within twenty-four (24) hours of their respective occurrence, or sooner depending on the severity of the violation. Verbal notification shall be provided within two (2) hours of a serious critical incident.

E. Provider shall submit, in writing, an Individual's Discharge Summary Report to the PPO upon successful or unsuccessful completion of the program.

F. Provider shall submit an Aftercare Recommendation report to the PPO ten (10) days prior to the clients' successful completion.

3. Provider shall submit to the local Probation/Parole District Office the following documentation, prior to discharge of client:

A. Gang Affiliation Prevention Plans;

B. Individual Discharge Summary/Aftercare Recommendations

4. Provider shall participate in evaluations of clients served by the program to include reviews of participants as well as successful and unsuccessful completion outcomes.

5. Provider shall maintain confidentiality of all criminal history information provided by NMCD for the purposes of determining programming and shall return all criminal history information to the NMCD upon program discharge. This information includes but is not limited to the Pre and Post Sentence Report, FBI Rap Sheet, Police Reports, Judgment and Sentence, and Institutional History.

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

**SUPERVISORY PROTOCOL FOR LMHC, LPCC, LPC, LCSW, LMSWACP, LMFT, LPAT, LADAC, LSAA, PSYCHOLOGY ASSOCIATE, CLINICAL PSYCHOLOGIST,**

Provider shall follow this Supervisory Protocol for its licensed Psychologist, LPC, LPCC, LCSW, LMSWACP (Clinical Therapist), LADAC. When providing services under this Scope of Work, the Clinical Therapist may be reimbursed when the services are within his/her legal scope of practice and provided in accordance with this Scope of Work and Agreement. This Scope of Work has directed that the Clinical Therapist be nationally licensed.

1. NMCD will provide benefit coverage determinations to a fully credentialed participating provider (referred to as Supervising Clinician) designated to provide clinical supervision to any intern, LADAC or Clinician. The provider has two individuals that can serve as a Supervising Clinician.

2. At all times, the Supervising Clinician shall require the non-credentialed licensed Clinician to comply with the protocols and requirements of NMCD and the requirements of all applicable regulatory authorities.

3. The approved provider will conduct primary source verification of the non-credentialed licensed Clinician's training and education including but not limited to:

- A. Professional license eligibility
- B. Minimum of Master's degree in behavioral health or counseling-related field
- C. Work history – any gaps six months or longer are accounted for
- D. Past or existing complaints and/or investigations
- E. Specialized Training, where applicable

4. Non-credentialed licensed Clinicians will practice within the scope of their training and licensing Board requirements; and abide by all ethical principles and conduct of their discipline's licensing Board, of their Supervising Clinician and of their relevant professional association with which they are affiliated.

5. Clients must be informed of the licensure and scope of work of the treating clinician and must sign a written consent to this effect. This Consent form must be maintained in the clients file. Non-independently licensed clinicians must also disclose to the client the name and license of their supervisor.

6. Supervision of Non-credentialed licensed Clinicians are subject to the following requirements:

- A. Supervising Clinicians who are independently licensed and in good standing in the NMCD network, will provide supervision of non-credentialed licensed Clinicians.
- B. The supervising clinician must have regular (regular to be defined as at a minimum weekly or biweekly) one-on-one supervision with the non-credentialed clinician to review treatment provided to clients on an ongoing basis. Supervision must be documented in a manner where NMCD can access the information electronically, manually or via direct audit of the client's chart.
- C. Supervising clinicians will co-sign treatment plans.
- D. There must be a current, written policy addressing the supervisory protocol utilized at the program.

7. Billing for services must be submitted by the provider and indicate the non-credentialed practitioner in the rendering provider box on the claim. Additionally, all non-Independent practitioners rendering services must have their own individual Share Vendor ID number on file with NMCD for tracking purposes.

8. NMCD may periodically conduct audits to ensure compliance with NMCD policies and procedures.

9. At the request of NMCD, on no more than a bi-annual basis, Supervising Clinician will provide in writing within thirty (30) days of request, a listing of all non-credentialed clinicians employed by the Provider rendering treatment to NMCD clients.

## **INVOICE**

When the Provider submits invoices, the Provider agrees to provide all required reporting and backup documentation related thereto. If the Provider's Invoice is not properly filled out and complete, it may cause the Provider's reimbursement to be delayed. Faxes and hand delivered

invoices will not be accepted. All submissions must be made electronically. The Provider shall submit a completed monthly invoice with thirty (30) days of services rendered in the prior month.

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

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

## **COMPENSATION**

### **1. CLAIMS**

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

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

### **2. CONFLICT**

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



## **SCOPE OF WORK #3**

### **NMCD – Life Skills Outpatient Program**

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

**PROGRAM DESCRIPTION:** The New Mexico Corrections Department Probation and Parole Division is seeking proposals to render a comprehensive array of behavioral health and/or life maintenance services for individuals under NMCD supervision, probation or parole. An optional but not required value-added program will provide services to identified clients up to 180 days prior to release from NMCD correctional facilities and continue services upon release. Provider can choose to provide Life Skills and/or Financial Assistance under this Scope of Work. All services must be delivered and provided by adequately trained, licensed and qualified staff in accordance with all the applicable credentialing and licensing requirements, and in compliance with the NMCD, as follows:

Provider shall provide:

#### **1. Life Skills:**

Soft Skills training

- A. How to look for work
- B. How to interview for a job
- C. How to apply for a job
- D. How to make a budget
- E. How to pay bills
- F. How to pay taxes
- G. Teach basic computer skills
- H. How to buy Life and Health insurance
- I. How to clean house
- J. How to cook
- K. How to eat healthy
- L. How to grocery shop
- M. How to wash clothes
- N. Personal Hygiene
- O. Social Security benefits
- P. VA benefits

#### **2. Financial Assistance**

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

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

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

### **3. Eligibility for Services**

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

### **4. Access to Financial Assistance**

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

5. Service Provider shall provide qualified staff to implement this project. Staff shall be licensed in the State of New Mexico and a copy of such license shall be provided to Department prior to initiating services. Service Provider shall ensure that all staff providing direct services will have and maintain the specific license(s) and/or certification(s) during the term of the contract. Licenses and/or certifications shall be made available for review by the Department.

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

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

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

- A) Initial assessment;
- B) Group treatment contract;
- C) Policy Handbook and participation requirements for the offenders' use;
- D) Timely recording of offenders' progress notes, costs, attendance (including no-show fees);

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

### **9. Individualized Plan**

Each offender shall have a written individualized plan developed by Service Provider's staff in conjunction with the conditions of supervision for that offender, in coordination with the offenders'

needs and the needs of the Department. The Individualized Plan shall be forwarded to the department no later than 10 days after the completion of the initial assessment;

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

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

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

**10. Discharge Plan:** The Service Provider shall develop a discharge plan for each offender within 30 days of discharge.

**11.** Any abrupt termination of services to an offender resulting from a violation of major rules shall be transmitted to NMCD staff immediately.

**12. Court Testimony –** Service Provider agrees to provide testimony in court, if required by NMCD, at no additional cost.

**13. Coordination with NMCD:** Service Provider shall coordinate the following tasks with assigned NMCD staff and shall proceed upon approval by NMCD:

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

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

C) All admissions and discharges from the service;

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

E) All requests for a referral for special treatment;

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

G) All Service Provider therapy sessions will be held at facilities agreed to by both Department and the Service Provider.

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

**15. No-Shows:** NMCD will not pay for offenders who fail to attend sessions or meetings. Service Provider must notify NMCD of no-shows by Friday of each week.

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

## **17. COST**

A. Cost per therapeutic Group Session

B. Cost per individual hour

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

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

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

## **PERFORMANCE MEASURES**

Provider shall meet the following performance measures, failure to meet said performance measures can result in penalties:

1. Provider shall assist offenders in commencing search for full or part-time employment and/or education at a rate of 92% within five (5) days of referral. Commencement of search shall be documented in individual offender files. The contractor will provide job readiness seminars statewide. The contractor will maintain sign-in sheets of attendees for the duration of the contract period.
2. Upon receipt on an approved request, Provider shall ensure that financial assistance is provided at a rate of 80% within three (3) working days, as verified by the request form and expenditure forms.
3. Upon receipt on an approved request, Provider shall ensure that financial assistance is provided at a rate of 96% within five (5) working days, as verified by the request form and expenditure forms.

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

### **Other Provider Requirements:**

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

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

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

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

## **ELIGIBILITY FOR SERVICES**

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

## **PROVIDER'S DUTIES OF CARE**

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

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

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

In addition, services provided under this Scope Of Work shall be available evenings and weekends to accommodate work and school schedules of offenders; and must be available for the duration of the contract.

## **REPORTING REQUIREMENTS**

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

**1.** Provider shall provide the local Probation/Parole District Offices a monthly written report on each offender detailing the services being provided, the offenders attendance, behavior while participating in the programming, progress, treatment prognosis, and other information as requested and deemed appropriate by the Probation/Parole Officer (PPO) by the 10th day of the month.

**2.** In addition, the Provider shall ensure the following services are rendered and submit the following documentation/reports (that are satisfactory to the PPO) in the timeframes listed for all offenders to the local Probation/Parole District Offices as follows:

A. Provider shall ensure that all offenders are scheduled for a program intake within two (2) days of entry into the program.

B. Provider shall ensure all offenders are scheduled to receive clinical interview and assessment within five (5) days of program intake date.

C. Provider shall complete an Individual Treatment Plan for each offender and deliver to the PPO within ten (10) days of the offenders' arrival to the agency.

D. Provider shall submit a written Individual Program Violation Report for each offender, including missed appointments, suspected or actual substance abuse, the use of physical restraint, the need for emergency medical care during programming, and other behaviors or incidents identified by the Provider within twenty-four (24) hours of their respective occurrence, or sooner depending on the severity of the violation. Verbal notification shall be provided within two (2) hours of a serious critical incident.

E. Provider shall submit, in writing, an Individual's Discharge Summary Report to the PPO upon successful or unsuccessful completion of the program.

F. Provider shall submit an Aftercare Recommendation report to the PPO ten (10) days prior to the offenders' successful completion.

**3.** Provider shall submit to the local Probation/Parole District Office the following documentation, prior to discharge of offender:

A. Individual Discharge Summary/Aftercare Recommendations

**4.** Provider shall participate in an outcome evaluation of offenders served by the program.

**5.** Provider shall maintain confidentiality of all criminal history information provided by NMCD for the purposes of determining programming and shall return all criminal history information to the NMCD upon program discharge. This information includes but is not limited to the Pre and Post Sentence Report, FBI Rap Sheet, Police Reports, Judgment and Sentence, and Institutional History.

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

## **SUPERVISORY PROTOCOL FOR LMHC, LPCC, LPC, LCSW, LMSWACP CLINICAL PROVIDER**

Provider shall follow this Supervisory Protocol for its licensed Psychologist, LPC, LPCC, LCSW, LMSWACP (Clinical Therapist). When providing services under this Scope of Work, the Clinical Therapist may be reimbursed when the services are within his/her legal scope of practice and provided in accordance with this Scope of Work and Agreement. This Scope of Work has directed that the Clinical Therapist be nationally licensed.

**1.** NMCD will provide benefit coverage determinations to a fully credentialed participating provider (referred to as Supervising Clinician) designated to provide clinical supervision to any intern, LADAC or Clinician. The provider has two individuals that can serve as a Supervising Clinician.

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



## **INVOICE**

When the Provider submits invoices, the Provider agrees to provide all required reporting and backup documentation related thereto. If the Provider's Invoice is not properly filled out and complete, it may cause the Provider's reimbursement to be delayed. Faxes and hand delivered invoices will not be accepted. All submissions must be made electronically. The Provider shall submit a completed monthly invoice with thirty (30) days of services rendered in the prior month.

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

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

## **COMPENSATION**

### **1. CLAIMS**

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

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

### **2. CONFLICT**

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

## SCOPE OF WORK #4

### NMCD – MENTAL HEALTH – SPECIAL NEEDS OUTPATIENT PROGRAMS

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

**PROGRAM DESCRIPTION:** The New Mexico Corrections Department Probation and Parole Division is seeking proposals to provide a comprehensive array of behavioral health and/or life maintenance services for individuals under NMCD supervision, probation or parole. All services must be delivered and provided by adequately trained, licensed and qualified staff in accordance with all the applicable credentialing and licensing requirements, and in compliance with the NMCD, as follows:

**Provider shall provide:**

- 1. Mental Health Special Needs Services:** As applicable, the Service Provider shall render mental health services that meet the specific needs of the client as well as the terms and conditions for coverage pursuant to the Member's Benefit Plan, including such conditions as Medically Necessary and proper authorization, and in accordance with the Provider Manual, Protocols, and applicable laws and regulations.
- 2. Pharmacological Support:** If the Provider is licensed, or holds a special permit, to hold and dispense medications from the New Mexico Pharmacy Board or other applicable licensing board, then the Provider may provide such pharmacological support as it is legally permitted to effectively meet the needs of clients, as deemed appropriate.
- 3. Service Provider shall provide qualified staff to implement this project.** Staff shall be licensed in the State of New Mexico and a copy of such license shall be provided to Department prior to initiating services. Service Provider shall ensure that all staff providing direct services will have and maintain the specific license(s) and/or certification(s) during the term of the contract. Licenses and/or certifications shall be made available for review by the Department.
- 4. Service Provider shall provide therapeutic services in the clients' language of literacy.**
- 5. Service Provider shall provide individualized and group counseling services to individuals referred by the Department.** Service Provider shall provide all necessary personnel, equipment, materials/workbooks, supplies, facilities, and services to meet the specifications described in this RFP.
- 6. Service Provider will establish and implement Policies & Procedures for clients entering treatment to include:**
  - A) Initial assessment;
  - B) Group treatment contract;
  - C) Policy Handbook and participation requirements for the clients' use;
  - D) Timely recording of clients' progress notes, costs, attendance (including no-show fees);

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

**7. Individualized Plan**

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

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

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

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

**8. Discharge Plan:** The Service Provider shall develop a discharge plan for each client within 30 days of discharge.

**9.** Any abrupt termination of services to a client resulting from a violation of major rules shall be transmitted to NMCD staff immediately.

**10. Court Testimony –** Service Provider agrees to provide testimony in court, if required by NMCD, at no additional cost.

**11. Coordination with NMCD:** Service Provider shall coordinate the following tasks with assigned NMCD staff and shall proceed upon approval by NMCD:

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

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

C) All admissions and discharges from the service;

D) All changes in the intensity of services to be offered to a client;

E) All requests for a referral for special treatment;

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

G) All Service Provider therapy sessions will be held at facilities agreed to by both Department and the Service Provider.

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

**13. No-Shows:** NMCD will not pay for clients who fail to attend sessions or meetings. Service Provider must notify NMCD of no-shows by Friday of each week.

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

**15. COST**

A. Cost per therapeutic Group Session

B. Cost per individual hour

D. Optional Services Cost per session – Individual Therapy as described in Item #11

E. Optional Services Cost per session – Family therapy as described in Item #11

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

**Other Provider Requirements:**

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

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

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

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

**ELIGIBILITY FOR SERVICES**

1. Provider shall render services to clients who meet the following eligibility criteria, in accordance with NMCD:
  - A. Be a convicted adult felony or a misdemeanor client sentenced in District Court
  - B. Be assessed as requiring services
  - C. Be directly referred by the local Probation and Parole District (PPD) office.

2. Provider shall serve clients based on a direct referral from NMCD. Access to services will be on the basis of an electronic referral by NMCD. A written referral will be required when the electronic referral system is inoperative or unavailable. Evidence of the referral must be located in the clinical record of the client.
3. Provider shall render services to clients, based on the following:
  - A. A clinical assessment and treatment plan for clinical services;
  - B. A service needs assessment and service plan for non-clinical services/care; and
  - C. Family involvement in treatment with the goal of helping families of clients acquire techniques to enable meaningful interaction with the adult client and, assisting the adult client and his family in understanding their roles and relationships as part of the solution in keeping the adult client from future interaction with the criminal justice system and/or minimize the propensity of future violence.
4. Provider shall develop services based on evidence-based practices that are proven to be successful through research methodology and have produced consistent positive patterns of results, such as group treatment for substance abuse, Motivational Interviewing and Cognitive Behavioral Therapy. The following criteria shall be utilized for the implementation of Evidence Based Practices (EBP):
  - A. At least one randomized clinical trial that has shown this practice to be effective;
  - B. The practice either targets behaviors or shows significant effect on behaviors that are generally accepted outcomes; and
  - C. The practice should be specific to the treatment organizations population, including racial, linguistic, geographical and cultural factors – including characteristics specific to the client population.
5. Provider shall disclose the current curriculum and treatment modalities being used during the RFP process and provide to the Community Correction Administration any program or curriculum changes made during the contract period.

#### **PROVIDER'S DUTIES OF CARE**

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

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

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

In addition, services provided under this Scope Of Work shall be available evenings and weekends to accommodate work and school schedules of clients; and must be available for the duration of the contract.

## **REPORTING REQUIREMENTS**

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

- 1.** Provider shall provide the local Probation/Parole District Offices a monthly written report on each client detailing the services being provided, the clients attendance, behavior while participating in the programming, progress, treatment prognosis, and other information as requested and deemed appropriate by the Probation/Parole Officer (PPO) by the 10th day of the month.
- 2.** In addition, the Provider shall ensure the following services are rendered and submit the following documentation/reports (that are satisfactory to the PPO) in the timeframes listed for all clients to the local Probation/Parole District Offices as follows:
  - A. Provider shall ensure that all clients are scheduled for a program intake within two (2) days of entry into the program.
  - B. Provider shall ensure all clients are scheduled to receive clinical interview and assessment within five (5) days of program intake date.
  - C. Provider shall complete an Individual Treatment Plan for each client and deliver to the PPO within ten (10) days of the clients' arrival to the agency.
  - D. Provider shall submit a written Individual Program Violation Report for each client, including missed appointments, suspected or actual substance abuse, the use of physical restraint, the need for emergency medical care during programming, and other behaviors or incidents identified by the Provider within twenty-four (24) hours of their respective occurrence, or sooner depending on the severity of the violation. Verbal notification shall be provided within two (2) hours of a serious critical incident.
  - E. Provider shall submit, in writing, an Individual's Discharge Summary Report to the PPO upon successful or unsuccessful completion of the program.
  - F. Provider shall submit an Aftercare Recommendation report to the PPO ten (10) days prior to the clients' successful completion.
- 3.** Provider shall submit to the local Probation/Parole District Office the following documentation, prior to discharge of client:
  - A. Individual Discharge Summary/Aftercare Recommendations

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

**SUPERVISORY PROTOCOL FOR LMHC, LPCC, LPC, LCSW, LMSWACP, LMFT, LPAT, LADAC, LSAA, PSYCHOLOGY ASSOCIATE, CLINICAL PSYCHOLOGIST,**

Provider shall follow this Supervisory Protocol for its licensed Psychologist, LPC, LPCC, LCSW, LMSWACP (Clinical Therapist), LADAC. When providing services under this Scope of Work, the Clinical Therapist may be reimbursed when the services are within his/her legal scope of practice and provided in accordance with this Scope of Work and Agreement. This Scope of Work has directed that the Clinical Therapist be nationally licensed.

1. NMCD will provide benefit coverage determinations to a fully credentialed participating provider (referred to as Supervising Clinician) designated to provide clinical supervision to any intern, LADAC or Clinician. The provider has two individuals that can serve as a Supervising Clinician.
2. At all times, the Supervising Clinician shall require the non-credentialed licensed Clinician to comply with the protocols and requirements of NMCD and the requirements of all applicable regulatory authorities.
3. The approved provider will conduct primary source verification of the non-credentialed licensed Clinician's training and education including but not limited to:
  - A. Professional license eligibility
  - B. Minimum of Master's degree in behavioral health or counseling-related field
  - C. Work history – any gaps six months or longer are accounted for
  - D. Past or existing complaints and/or investigations
  - E. Specialized Training, where applicable
4. Non-credentialed licensed Clinicians will practice within the scope of their training and

licensing Board requirements; and abide by all ethical principles and conduct of their discipline's licensing Board, of their Supervising Clinician and of their relevant professional association with which they are affiliated.

5. Clients must be informed of the licensure and scope of work of the treating clinician and must sign a written consent to this effect. This Consent form must be maintained in the clients file. Non-independently licensed clinicians must also disclose to the client the name and license of their supervisor.

6. Supervision of Non-credentialed licensed Clinicians are subject to the following requirements:

A. Supervising Clinicians who are independently licensed and in good standing in the NMCD network, will provide supervision of non-credentialed licensed Clinicians.

B. The supervising clinician must have regular (regular to be defined as at a minimum weekly or biweekly) one-on-one supervision with the non-credentialed clinician to review treatment provided to clients on an ongoing basis. Supervision must be documented in a manner where NMCD can access the information electronically, manually or via direct audit of the client's chart.

C. Supervising clinicians will co-sign treatment plans.

D. There must be a current, written policy addressing the supervisory protocol utilized at the program.

7. Billing for services must be submitted by the provider and indicate the non-credentialed practitioner in the rendering provider box on the claim. Additionally, all non-Independent practitioners rendering services must have their own individual Share Vendor ID number on file with NMCD for tracking purposes.

8. NMCD may periodically conduct audits to ensure compliance with NMCD policies and procedures.

9. At the request of NMCD, on no more than a bi-annual basis, Supervising Clinician will provide in writing within thirty (30) days of request, a listing of all non-credentialed clinicians employed by the Provider rendering treatment to NMCD clients.

## **INVOICE**

When the Provider submits invoices, the Provider agrees to provide all required reporting and backup documentation related thereto. If the Provider's Invoice is not properly filled out and complete, it may cause the Provider's reimbursement to be delayed. Faxes and hand delivered invoices will not be accepted. All submissions must be made electronically. The Provider shall submit a completed monthly invoice with thirty (30) days of services rendered in the prior month.

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



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

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

## **COMPENSATION**

### **1. CLAIMS**

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

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

### **2. CONFLICT**

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

## SCOPE OF WORK #5

### NMCD - SEX OFFENDER OUTPATIENT

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

**PROGRAM DESCRIPTION:** The New Mexico Corrections Department Probation and Parole Division is seeking proposals to provide sex offender treatment/counseling to clients referred by Parole and Probation Officers to reduce client recidivism and decrease sexually deviant behavior.

#### **Provider shall provide:**

**1. Sex Offender Treatment/Counseling Services:** The Program's treatment goal shall be to reduce the tendencies of future sexually abusive behavior. In order to reach this goal, the client must:

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

**2.** Service Provider must have been in the business of providing sex offender specific counseling/treatment for a minimum of two (2) years.

**3.** Service Provider shall provide qualified staff to implement this project. Staff shall be licensed in the State of New Mexico and a copy of such license shall be provided to Department prior to initiating services. Service Provider shall ensure that all staff providing direct services will have and maintain the specific license(s) and/or certification(s) during the term of the contract. Licenses and/or certifications shall be made available for review by the Department.

**4.** Service Provider shall provide therapeutic services in the clients' language of literacy.

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

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

- A. Initial assessment
- B. Group treatment contract
- C. Policy Handbook and participation requirements for the clients' use
- D. Timely recording of clients' progress notes, costs, attendance (including no-show fees)

**E. Recommendation for clinical polygraph**

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

**7. Assessment Phase**

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

**8. Individualized Plan**

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

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

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

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

**9. Intensive Treatment Phase: Clients work on individual treatment goals in a group setting.**

Client will attend a minimum of one (1) group session per week for a minimum of six (6) months and up to three (3) years.

**10. Reassessment Phase: Upon conclusion of the Intensive Treatment Phase, Service Provider evaluates whether the client has met his/her treatment goals. Reassessment is conducted in individual session(s) and may include repeat of the Abel Assessment.**

**11. Maintenance Phase: Conducted in a group setting to review and reinforce the relapse prevention plan. The Relapse Prevention Plan will be prepared at the end of the Intensive Treatment Phase. During the Maintenance Phase, the client meets with the Service Provider a minimum of one (1) time per month up to one (1) time per quarter depending on the client's needs during the remainder of the client's supervision.**

**12. Discharge Plan: The Service Provider shall develop a transitional plan for each client within 30 days of expiration of supervision.**

**13. Any abrupt termination of services to a client resulting from a violation of major rules shall be transmitted to NMCD staff immediately.**

**14. Optional Services**

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

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

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

**16. Coordination with NMCD:** Service Provider shall coordinate the following tasks with assigned NMCD staff and shall proceed upon approval by NMCD:

A. Performance of all sex offender services;

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

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

D. All admissions and discharges from the service;

E. All changes in the intensity of services to be offered to a client;

F. All requests for a referral for special treatment;

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

H. All Service Provider therapy sessions will be held at the service provider's office unless pre-approved by NMCD on a case by case basis.

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

**18. No-Shows:** NMCD will not pay for clients who fail to attend sessions or meetings. Service Provider must notify NMCD of no-shows by Friday of each week.

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

## **20. COST**

A. Cost per therapeutic Group Session

B. Cost per individual hour

C. Cost for conducting each Abel Assessment by Service Provider and/or third-party provider

D. Cost for conducting each polygraph by Service Provider and/or third-party provider

E. Optional Services Cost per session – Individual Therapy as described in Item #14

F. Optional Services Cost per session – Family therapy as described in Item #14

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

**Other Provider Requirements:**

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

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

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

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

**ELIGIBILITY FOR SERVICES**

1. Provider shall render services to clients who meet the following eligibility criteria in accordance with NMCD:

- A. Be a convicted adult felony or a misdemeanor client sentenced in District Court
- B. Be assessed as requiring services
- C. Be directly referred by the local Probation and Parole District (PPD) office.

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

3. Provider shall render services to clients, based on the following:

- A. Clinical assessment and treatment plan for clinical services
- B. Service needs assessment and service plan for non-clinical services/care
- C. Family involvement in treatment with the goal of helping families of clients acquire techniques to enable meaningful interaction with the adult client and, assisting the adult client and their family in understanding their roles and relationships as part of the solution in keeping the adult client from future interaction with the criminal justice system and/or minimize the propensity of future violence.

4. Service Provider shall develop services based on evidence-based practices that are proven to be successful through research methodology and have produced consistent positive patterns of results,

such as Cognitive Behavioral Therapy and Motivational Interviewing. The following criteria shall be utilized for the implementation of Evidence Based Practices (EBP):

- A. At least one randomized clinical trial that has shown this practice to be effective;
- B. The practice either targets behaviors or shows significant effect on behaviors that are generally accepted outcomes; and
- C. The practice should be specific to the treatment organizations population, including racial, linguistic, geographical and cultural factors – including characteristics specific to the client population.

5. Provider shall disclose the current curriculum and treatment modalities being used during the RFP process and provide to the Community Correction Administration any program or curriculum changes made during the contract period.

### **PROVIDER’S DUTIES OF CARE**

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

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

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

In addition, services provided under this Scope Of Work shall be available evenings and weekends to accommodate work and school schedules of clients; and must be available for the duration of the contract.

### **REPORTING REQUIREMENTS**

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

- 1. Service Provider shall provide the local Probation/Parole District Offices a monthly written report on each client detailing the services being provided, the clients attendance, behavior while

participating in the programming, progress, treatment prognosis, and other information as requested and deemed appropriate by the Probation/Parole Officer (PPO) by the 10th day of the month.

**2.** In addition, the Service Provider shall ensure the following services are rendered and submit the following documentation/reports (that are satisfactory to the PPO) in the timeframes listed for all clients to the local Probation/Parole District Offices as follows:

A. Service Provider shall ensure that all clients are scheduled for a program intake within two (2) days of entry into the program.

B. Service Provider shall ensure all clients are scheduled to receive clinical interview and assessment within five (5) days of program intake date.

C. Service Provider shall complete an Individual Treatment Plan for each client and deliver to the PPO within ten (10) days of the clients' arrival to the agency.

D. Service Provider shall submit a written Individual Program Violation Report for each client, including missed appointments, suspected or actual substance abuse, the use of physical restraint, the need for emergency medical care during programming, and other behaviors or incidents identified by the Provider within twenty-four (24) hours of their respective occurrence, or sooner depending on the severity of the violation. Verbal notification shall be provided within two (2) hours of a serious critical incident.

E. Service Provider shall submit, in writing, an Individual's Discharge Summary Report to the PPO upon successful or unsuccessful completion of the program.

F. Service Provider shall submit an Aftercare Recommendation report to the PPO ten (10) days prior to the clients' successful completion.

**3.** Service Provider shall submit to the local Probation/Parole District Office the following documentation, prior to discharge of client:

A. Individual Discharge Summary/Aftercare Recommendations

B. Sex Offender written Relapse Prevention Plans

**4.** Provider shall participate in evaluations of clients served by the program to include reviews of participants as well as successful and unsuccessful completion outcomes.

**5.** Service Provider shall maintain confidentiality of all criminal history information provided by NMCD for the purposes of determining programming and shall return all criminal history information to the NMCD upon program discharge. This information includes but is not limited to the Pre and Post Sentence Report, FBI Rap Sheet, Police Reports, Judgment and Sentence, and Institutional History.

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

**SUPERVISORY PROTOCOL FOR LMHC, LPCC, LPC, LCSW, LMSWACP, LMFT, LPAT, LADAC, LSAA, PSYCHOLOGY ASSOCIATE, CLINICAL PSYCHOLOGIST,**

Provider shall follow this Supervisory Protocol for its licensed Psychologist, LPC, LPCC, LCSW, LMSWACP (Clinical Therapist), LADAC. When providing services under this Scope of Work, the Clinical Therapist may be reimbursed when the services are within his/her legal scope of practice and provided in accordance with this Scope of Work and Agreement. This Scope of Work has directed that the Clinical Therapist be nationally licensed.

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



the program.

**7.** Billing for services must be submitted by the provider and indicate the non-credentialed practitioner in the rendering provider box on the claim. Additionally, all non-Independent practitioners rendering services must have their own individual Share Vendor ID number on file with NMCD for tracking purposes.

**8.** NMCD may periodically conduct audits to ensure compliance with NMCD policies and procedures.

**9.** At the request of NMCD, on no more than a bi-annual basis, Supervising Clinician will provide in writing within thirty (30) days of request, a listing of all non-credentialed clinicians employed by the Provider rendering treatment to NMCD clients.

## **INVOICE**

When the Provider submits invoices, the Provider agrees to provide all required reporting and backup documentation related thereto. If the Provider's Invoice is not properly filled out and complete, it may cause the Provider's reimbursement to be delayed. Faxes and hand delivered invoices will not be accepted. All submissions must be made electronically. The Provider shall submit a completed monthly invoice with thirty (30) days of services rendered in the prior month.

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

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

## **COMPENSATION**

### **1. CLAIMS**

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

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

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

## **2. CONFLICT**

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

## SCOPE OF WORK #6

### NMCD – SUBSTANCE ABUSE OUTPATIENT

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

**PROGRAM DESCRIPTION:** The New Mexico Corrections Department Probation and Parole Division is seeking proposals to provide evidence-based substance abuse treatment for individuals under NMCD supervision, probation or parole. All services must be delivered and provided by adequately trained, licensed and qualified staff in accordance with all the applicable credentialing and licensing requirements, and in compliance with the NMCD, as follows:

**Provider shall provide:**

- 1. Substance Abuse Programming:** An organized regimen that focuses on the abuse and/or the underlying causes of substance addiction. The program shall include the following, but is not limited to individual and group counseling, self-help groups, and relapse management. These components are mandatory for every client enrolled in this type of programming. In addition, a PPD approved assessment tool is mandatory at the time of initial assessment and re-assessment.
- 2. Pharmacological Support:** If the Provider is licensed, or holds a special permit, to hold and dispense medications from the New Mexico Pharmacy Board or other applicable licensing board, then the Provider may provide such pharmacological support as it is legally permitted to effectively meet the needs of clients, as deemed appropriate.
- 3. Service Provider shall provide qualified staff to implement this project.** Staff shall be licensed in the State of New Mexico and a copy of such license shall be provided to Department prior to initiating services. Service Provider shall ensure that all staff providing direct services will have and maintain the specific license(s) and/or certification(s) during the term of the contract. Licenses and/or certifications shall be made available for review by the Department.
- 4. Service Provider shall provide therapeutic services in the clients' language of literacy.**
- 5. Service Provider shall provide individualized and group counseling services to individuals referred by the Department.** Service Provider shall provide all necessary personnel, equipment, materials/workbooks, supplies, facilities, and services to meet the specifications described in this RFP.
- 6. Service Provider will establish and implement Policies & Procedures for clients entering treatment to include:**
  - A) Initial assessment;
  - B) Group treatment contract;
  - C) Policy Handbook and participation requirements for the clients' use;
  - D) Timely recording of clients' progress notes, costs, attendance (including no-show fees);If Service Provider fails to establish policies sufficient for compliance of this section,

Department has the right to determine the appropriate payment for services, at its discretion.

**7. Individualized Plan**

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

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

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

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

**8. Discharge Plan:** The Service Provider shall develop a discharge plan for each client within 30 days of discharge.

**9.** Any abrupt termination of services to a client resulting from a violation of major rules shall be transmitted to NMCD staff immediately.

**10. Court Testimony –** Service Provider agrees to provide testimony in court, if required by NMCD, at no additional cost.

**11. Coordination with NMCD:** Service Provider shall coordinate the following tasks with assigned NMCD staff and shall proceed upon approval by NMCD:

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

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

C) All admissions and discharges from the service;

D) All changes in the intensity of services to be offered to a client;

E) All requests for a referral for special treatment;

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

G) All Service Provider therapy sessions will be held at facilities agreed to by both Department and the Service Provider.

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

**13. No-Shows:** NMCD will not pay for clients who fail to attend sessions or meetings. Service Provider must notify NMCD of no-shows by Friday of each week.

**14. Availability of Funds:** The resulting contract for services is subject to the availability of

State funds as appropriated by the State Legislature and as made available to the Department by the NMCD *For the express purpose of providing the services specified herein.*

## **15. COST**

A. Cost per therapeutic Group Session

B. Cost per individual hour

D. Optional Services Cost per session – Individual Therapy as described in Item #11

E. Optional Services Cost per session – Family therapy as described in Item #11

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

### **Other Provider Requirements:**

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

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

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

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

## **ELIGIBILITY FOR SERVICES**

1. Provider shall render services to clients who meet the following eligibility criteria, in accordance with NMCD:
  - A. Be a convicted adult felony or a misdemeanor client sentenced in District Court
  - B. Be assessed as requiring services
  - C. Be directly referred by the local Probation and Parole District (PPD) office.

2. Provider shall serve clients based on a direct referral from NMCD. Access to services will be on the basis of an electronic referral by NMCD. A written referral will be required when the electronic referral system is inoperative or unavailable. Evidence of the referral must be located in the clinical record of the client.
3. Provider shall render services to clients, based on the following:
  - A. A clinical assessment and treatment plan for clinical services;
  - B. A service needs assessment and service plan for non-clinical services/care; and
  - C. Family involvement in treatment with the goal of helping families of clients acquire techniques to enable meaningful interaction with the adult client and, assisting the adult client and his family in understanding their roles and relationships as part of the solution in keeping the adult client from future interaction with the criminal justice system and/or minimize the propensity of future violence.
4. Provider shall develop services based on evidence-based practices that are proven to be successful through research methodology and have produced consistent positive patterns of results, such as group treatment for substance abuse, Motivational Interviewing and Cognitive Behavioral Therapy. The following criteria shall be utilized for the implementation of Evidence Based Practices (EBP):
  - A. At least one randomized clinical trial that has shown this practice to be effective;
  - B. The practice either targets behaviors or shows significant effect on behaviors that are generally accepted outcomes; and
  - C. The practice should be specific to the treatment organizations population, including racial, linguistic, geographical and cultural factors – including characteristics specific to the client population.
5. Provider shall disclose the current curriculum and treatment modalities being used during the RFP process and provide to the Community Correction Administration any program or curriculum changes made during the contract period.

#### **PROVIDER'S DUTIES OF CARE**

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

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

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

In addition, services provided under this Scope Of Work shall be available evenings and weekends to accommodate work and school schedules of clients; and must be available for the duration of the contract.

## **REPORTING REQUIREMENTS**

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

- 1.** Provider shall provide the local Probation/Parole District Offices a monthly written report on each client detailing the services being provided, the clients attendance, behavior while participating in the programming, progress, treatment prognosis, and other information as requested and deemed appropriate by the Probation/Parole Officer (PPO) by the 10th day of the month.
- 2.** In addition, the Provider shall ensure the following services are rendered and submit the following documentation/reports (that are satisfactory to the PPO) in the timeframes listed for all clients to the local Probation/Parole District Offices as follows:
  - A. Provider shall ensure that all clients are scheduled for a program intake within two (2) days of entry into the program.
  - B. Provider shall ensure all clients are scheduled to receive clinical interview and assessment within five (5) days of program intake date.
  - C. Provider shall complete an Individual Treatment Plan for each client and deliver to the PPO within ten (10) days of the clients' arrival to the agency.
  - D. Provider shall submit a written Individual Program Violation Report for each client, including missed appointments, suspected or actual substance abuse, the use of physical restraint, the need for emergency medical care during programming, and other behaviors or incidents identified by the Provider within twenty-four (24) hours of their respective occurrence, or sooner depending on the severity of the violation. Verbal notification shall be provided within two (2) hours of a serious critical incident.
  - E. Provider shall submit, in writing, an Individual's Discharge Summary Report to the PPO upon successful or unsuccessful completion of the program.
  - F. Provider shall submit an Aftercare Recommendation report to the PPO ten (10) days prior to the clients' successful completion.
- 3.** Provider shall submit to the local Probation/Parole District Office the following documentation, prior to discharge of client:
  - A. Substance Abuse Prevention Plans;

## B. Individual Discharge Summary/Aftercare Recommendations

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

### **SUPERVISORY PROTOCOL FOR LMHC, LPCC, LPC, LCSW, LMSWACP, LMFT, LPAT, LADAC, LSA, PSYCHOLOGY ASSOCIATE, CLINICAL PSYCHOLOGIST,**

Provider shall follow this Supervisory Protocol for its licensed Psychologist, LPC, LPCC, LCSW, LMSWACP (Clinical Therapist), LADAC. When providing services under this Scope of Work, the Clinical Therapist may be reimbursed when the services are within his/her legal scope of practice and provided in accordance with this Scope of Work and Agreement. This Scope of Work has directed that the Clinical Therapist be nationally licensed.

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



4. Non-credentialed licensed Clinicians will practice within the scope of their training and licensing Board requirements; and abide by all ethical principles and conduct of their discipline's licensing Board, of their Supervising Clinician and of their relevant professional association with which they are affiliated.

5. Clients must be informed of the licensure and scope of work of the treating clinician and must sign a written consent to this effect. This Consent form must be maintained in the clients file. Non-independently licensed clinicians must also disclose to the client the name and license of their supervisor.

6. Supervision of Non-credentialed licensed Clinicians are subject to the following requirements:

A. Supervising Clinicians who are independently licensed and in good standing in the NMCD network, will provide supervision of non-credentialed licensed Clinicians.

B. The supervising clinician must have regular (regular to be defined as at a minimum weekly or biweekly) one-on-one supervision with the non-credentialed clinician to review treatment provided to clients on an ongoing basis. Supervision must be documented in a manner where NMCD can access the information electronically, manually or via direct audit of the client's chart.

C. Supervising clinicians will co-sign treatment plans.

D. There must be a current, written policy addressing the supervisory protocol utilized at the program.

7. Billing for services must be submitted by the provider and indicate the non-credentialed practitioner in the rendering provider box on the claim. Additionally, all non-Independent practitioners rendering services must have their own individual Share Vendor ID number on file with NMCD for tracking purposes.

8. NMCD may periodically conduct audits to ensure compliance with NMCD policies and procedures.

9. At the request of NMCD, on no more than a bi-annual basis, Supervising Clinician will provide in writing within thirty (30) days of request, a listing of all non-credentialed clinicians employed by the Provider rendering treatment to NMCD clients.

## **INVOICE**

When the Provider submits invoices, the Provider agrees to provide all required reporting and backup documentation related thereto. If the Provider's Invoice is not properly filled out and complete, it may cause the Provider's reimbursement to be delayed. Faxes and hand delivered invoices will not be accepted. All submissions must be made electronically. The Provider shall submit a completed monthly invoice with thirty (30) days of services rendered in the prior month.

When billing for services, the Provider shall comply with all requirements and obligations of the NMCD billing system, applicable and federal state laws and regulations. All services rendered and any services billed for under this program must comply with all applicable requirements for that

Service Code and Modifier including but not limited to, Service Requirements, Program Requirements, Provider Requirements, Staffing Requirements, Documentation Requirements, Treatment Standards, Treatment Units, Treatment Duration, Service Definition/CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier requirements, as well as any other applicable requirement for such service.

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

## **COMPENSATION**

### **1. CLAIMS**

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

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

### **2. CONFLICT**

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

**SCOPE OF WORK #7**

**NMCD - HALFWAY HOUSES**

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

**PROGRAM DESCRIPTION:** The New Mexico Corrections Department Probation and Parole Division is seeking proposals to provide for halfway houses to assist with obtaining supportive services for clients reentering the community from incarceration or otherwise displaced in the community. Halfway House placement is intended as transitional until the client obtains stable income or employment, appropriate housing, state issued identification, substance, mental health or other programming needs and community involvement. The goal of this service is to move the client from a halfway house to independent living arrangements with appropriate services in place.

For the purpose of this RFP, *Halfway House* is defined as an NMCD funded program that provides temporary (generally up to six (6) months) housing for clients in need of a stable living environment and provides support for a transition to independent living. Halfway Houses should assist clients in obtaining community referrals, employment, vital records, budget management and AA/NA meetings, if necessary.

**Provider shall provide:**

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

**Halfway Houses:** The goal of NMCD funded housing programs are to support clients in community reentry by ensuring the clients have a safe and secure residence and all basic needs are being met which reduces client recidivism and increases overall public safety.

1. Service Provider shall provide qualified staff to implement this project. Staff shall be licensed in the State of New Mexico and a copy of such license shall be provided to Department prior to initiating services if applicable. Service Provider shall ensure that all staff providing direct services

will have and maintain the specific license(s) and/or certification(s) during the term of the contract. Licenses and/or certifications shall be made available for review by the Department.

2. Service Provider shall provide services in the clients' language of literacy.
3. Service Provider shall provide all necessary personnel, equipment, materials/workbooks, supplies, facilities, and services to meet the specifications described in this RFP.
4. Any abrupt termination of services to a client resulting from a violation of major rules shall be transmitted to NMCD staff immediately.
5. Court Testimony – Service Provider agrees to provide testimony in court, if required by NMCD, at no additional cost.
6. Service Provider shall submit the monthly invoice, on NMCD approved forms by the tenth (10) day of each month.
7. Availability of Funds: The resulting contract for services is subject to the availability of State funds as appropriated by the State Legislature and as made available to the Department by the NMCD *For the express purpose of providing* the services specified herein.
8. Service Provider will provide twenty-four (24) hour supervision by staff for all clients.

## **PROGRAM AND PERFORMANCE MEASURES**

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

### **1. HALFWAY HOUSES**

- A. All providers will be held to specific performance review criteria over the life of the contract to ensure that project deliverables as outlined in the RFP and attested to in the Scope of Work are being met. Review of program deliverables will occur at least bi-annually.
- B. Provider shall perform an initial assessment, provide a program orientation for each client within five (5) business days of program entry, if not prior.
- C. Provider shall ensure that 100% of resident clients enter into programming for independent living.
- D. Provider shall provide a written response to each referral from DOC within fourteen (14) business days of receipt.
- E. By the end of each quarter, all beds shall be filled to at least 80% occupancy, unless the number of referrals provided by NMCD is not adequate to support the 80% utilization rate.
- F. Provider shall ensure that the contracted bed housing capacity is available for occupancy within seven (7) day notice at a rate of 100%.
- G. Provider shall provide employment assistance, to include assisting in completing employment applications, to any eligible client referred by NMCD.

Performance measures will be evaluated at the time of the program audit and any subsequent follow up audits. If Service Provider fails to successfully meet a performance measure, Service Provider shall be liable to the Agency for liquidated damages in the amount of money associated with that performance measure as follows:

- 1.** Any costs incurred by NMCD to secure alternative housing shall be credited back to NMCD in the current billing month.
- 2.** If food is provided by the program: Any costs for food associated with the per diem rate shall be credited to NMCD if the program menu is not approved by a licensed dietician, nor served within the approved variation of the menu.
- 3.** NMCD may withhold payment on any amounts, which it determines are not a part of the Provider's approved payment schedule.
- 4.** NMCD may withhold payments if the Provider is thirty (30) days delinquent in submitting to the Agency reports and client data which are required of this contract.
- 5.** If Provider fails to provide services in accordance with professional standards of care, Provider will not be paid for such services, or if such services have already been paid for by the NMCD or another agency, Provider shall refund the payment for such services to NMCD.
- 6.** NMCD shall notify the Provider of the amount of the withholding/liquidated damages/refund and the reason therefore within thirty (30) days of such withholding/liquidated damages/refund. Provider may appeal such withholding/liquidated damages/refund and submit justification to NMCD within thirty (30) days of notice of such withholding/liquidated damages/refund. The decision of NMCD shall be final.
- 7.** In the event that liquidated damages are assessed or a refund is requested, NMCD may choose to deduct the liquidated damages or refund from a subsequent payment or the Provider will credit or pay the liquidated damages or refund within thirty (30) days of termination of contract.
- 8.** Service is inclusive of provisions for room and board assistance with daily living activities, such as locating employment, developing vocational/employment skills, and securing permanent housing. Service also requires the following administrative components to be implemented:
  - A.** Provide 24-hour supervision by staff for all clients.
  - B.** At the time of admission, clients will be provided with (a) program rules, disciplinary action, and grievance procedures; (b) written policy and procedure for conducting searches of residents and all areas of the facility in order to control contraband and locate missing or stolen property; (c) written policy and procedure for reporting absconder; (d) written policy and procedure on the use of physical force and/or restricting, including its use in instances of justifiable self-protection, protection of others, prevention of property damage, and only to the degree that is necessary and in accordance with appropriate statutory authority; and (e) written policy and procedure prohibiting the use of personal abuse and corporal punishment, and specifically noting that clients are not subject to unusual punishment, mental abuse, or punitive interference with the daily functions of living, such as eating or sleeping.

- C. Notify the PPO immediately in the event a client leaves the facility, violates their curfew or fails to report back to the facility after an approved activity.
- D. Maintain written safety and emergency policy and procedures, conduct quarterly emergency evacuation/fire drills under varied conditions, annual inspections by local or state fire officials or other qualified person(s), and test the fire detection system on a regular basis; services or evaluation, including Emergency Services, Service Provider agrees to refer client to his/her primary care physician or another Practicing Provider in accordance with the terms and conditions of client's Benefit Plan, if any, if applicable. A client requiring Emergency Services shall also be referred to the "9-1-1" emergency response system, as appropriate.
- E. NMCD will review client's length of stay every (6) months for determination to extend length of stay.
- F. NMCD reserves the right to conduct searches of the facility.
- G. Proposed programs will be required to accept any referred client from NMCD based on NMCD's need and population at the time of referral. Provider must be able to address the varied needs of the population based on each individual's criminal histories, mental health issues and substance addictions.
- H. Provider will ensure that 3 meals approved by a dietician are served daily to clients in the program, if applicable.
- I. Service Provider shall provide laundry services for clients.
- J. Service Provider shall ensure that all basic life needs are met for clients.
- K. Service Provider will ensure clients access to medical services.
- L. Service Provider will ensure educational access for clients.
- M. Service Provider will ensure religious access for clients.

9. Service Provider will provide twenty-four (24) hour supervision by staff for all clients.

**Other Provider Requirements:**

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

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

**Enrollment:** Enrollment is based on ordered conditions, known history and/or needs assessment.

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

### **ELIGIBILITY FOR SERVICES**

1. Provider shall render services to clients who meet the following eligibility criteria in accordance with NMCD:
  - A. Be a convicted adult felony or a misdemeanor client sentenced in District Court
  - B. Be assessed as requiring services
  - C. Be directly referred by the local Probation and Parole District (PPD) office.
2. Provider shall serve clients based on a direct referral from NMCD. Access to services will be on the basis of an electronic referral by NMCD. A written referral will be required when the electronic referral system is inoperative or unavailable. Evidence of the referral must be located in the file for the client.
3. Provider shall accept any referred client from NMCD based on NMCD's need and population at the time of referral. Provider must be able to address the varied needs of the population based on each individual's criminal histories, mental health issues and substance addictions.

### **PROVIDER'S DUTIES OF CARE**

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

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

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

In addition, services provided under this Scope Of Work shall be available evenings and weekends to accommodate work and school schedules of clients; and must be available for the duration of the contract.

## **REPORTING REQUIREMENTS**

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

1. Service Provider shall ensure the following services are rendered and submit the following documentation/reports (that are satisfactory to the PPO) in the timeframes listed for all clients to the local Probation/Parole District Offices as follows:

A. Service Provider shall ensure that all clients are scheduled for a halfway house intake within two (2) days of entry into the program.

B. Service Provider shall submit a written report for each client, including missed curfew, suspected or actual substance abuse, the use of physical restraint, the need for emergency medical care during programming, and other behaviors or incidents identified by the Provider within twenty-four (24) hours of their respective occurrence, or sooner depending on the severity of the violation. Verbal notification shall be provided within two (2) hours of a serious critical incident.

C. Service Provider shall submit, in writing, an Individual's Discharge Summary Report to the PPO upon unsuccessful discharge from the halfway house.

2. Provider shall participate in evaluations of clients served by the program to include reviews of participants as well as successful and unsuccessful completion outcomes.

3. Service Provider shall maintain confidentiality of all criminal history information provided by NMCD for the purposes of determining programming and shall return all criminal history information to the NMCD upon program discharge. This information includes but is not limited to the Pre and Post Sentence Report, FBI Rap Sheet, Police Reports, Judgment and Sentence, and Institutional History.

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

## **INVOICE**

When the Provider submits invoices, the Provider agrees to provide all required reporting and backup documentation related thereto. If the Provider's Invoice is not properly filled out and complete, it may cause the Provider's reimbursement to be delayed. Faxes and hand delivered invoices will not be accepted. All submissions must be made electronically. The Provider shall submit a completed monthly invoice with thirty (30) days of services rendered in the prior month.

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



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

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

## **COMPENSATION**

### **1. CLAIMS**

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

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

### **2. CONFLICT**

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

**SCOPE OF WORK #8**

**NMCD – SEX OFFENDER SPECIFIC HALFWAY HOUSE**

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

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

For the purpose of this RFP, *Sex Offender Halfway House* is defined as a NMCD funded program that provides temporary (generally (6) six to twelve (12) months) housing for sex offenders in need of a stable living environment and provides support for a transition to independent living. Sex Offender Halfway Houses should assist clients in obtaining community referrals, employment, vital records, budget management and AA/NA meetings, if necessary. Location of a sex offender halfway house requires it not be within 1000 feet of a school, daycare center, park or other public location commonly known where children congregate.

**Provider shall provide the following services:**

<b>SERVICES</b>		
<b>Sex Offender Halfway House:</b> Provider is contracted to provide the following services to NMCD clients, as referred by the Probation and Parole Officer (PPO).		
<b>Program Location</b>	<b>Expected Capacity</b>	<b>Funding Stream</b>
Any location within the State of New Mexico Location of sex offender halfway house requires it not be within 1000 feet of a school, day care center, park or other public location commonly known where children congregate.	As referred by PPO	NMCD
<b>Services Codes:</b>	<b>Modifier</b>	<b>Definition</b>
		Halfway House
<b>NOTES:</b> Placement shall typically be up to twelve months (12), but may be extended upon the request and approval of the local PPD office.		

**Sex Offender Halfway House:** The goal of NMCD funded housing programs are to support clients in community reentry by ensuring the clients have a safe and secure residence and all basic needs are being met which reduces client recidivism and increases overall public safety.

Sex Offender Halfway Houses may be in the form of apartments (shared or single) within the community (with full or partial rental assistance), large-scale transitional housing sites or houses with shared rooms or apartments. Note: Sex Offender Halfway Houses have to be at a minimum of 1000 feet from any day care, park, school or any places where children frequent regularly such as community centers etc and located in a community.

Generally, Sex Offender Halfway Houses shall provide temporary housing to clients for up to twelve (12) months while supporting and encouraging the client to move to independent living. The Department recognizes that some individuals may require placement in a long-term community setting for the duration of their time under DOC supervision due to significant medical or mental health needs. The clients that require this will be evaluated on a case by case basis.

1. Service Provider shall provide qualified staff to implement this project. Staff shall be licensed in the State of New Mexico and a copy of such license shall be provided to Department prior to initiating services if applicable. Service Provider shall ensure that all staff providing direct services will have and maintain the specific license(s) and/or certification(s) during the term of the contract. Licenses and/or certifications shall be made available for review by the Department.

2. Service Provider shall provide services in the clients' language of literacy.

3. Service Provider shall provide all necessary personnel, equipment, materials/workbooks, supplies, facilities, and services to meet the specifications described in this RFP.

4. Any abrupt termination of services to a client resulting from a violation of major rules shall be transmitted to NMCD staff immediately.

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

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

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

8. Service Provider will provide twenty-four (24) hour supervision by staff for all clients.

## **PROGRAM AND PERFORMANCE MEASURES**

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

### **1. SEX OFFENDER SPECIFIC HALFWAY HOUSES**

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

- B. Provider shall perform an initial assessment, provide a program orientation for each client within five (5) business days of program entry, if not prior.
- C. Provider shall ensure that 100% of resident clients enter into programming for independent living.
- D. Provider shall provide a written response to each referral from DOC within fourteen (14) business days of receipt.
- E. By the end of each quarter, all beds shall be filled to at least 80% occupancy, unless the number of referrals provided by NMCD is not adequate to support the 80% utilization rate.
- F. Provider shall ensure that the contracted bed housing capacity is available for occupancy within seven (7) day notice at a rate of 100%.
- G. Provider shall provide employment assistance, to include assisting in completing employment applications, to any eligible client referred by NMCD.

Performance measures will be evaluated at the time of the program audit and any subsequent follow up audits. If Service Provider fails to successfully meet a performance measure, Service Provider shall be liable to the Agency for liquidated damages in the amount of money associated with that performance measure as follows:

1. Any costs incurred by NMCD to secure alternative housing shall be credited back to NMCD in the current billing month.
2. If food is provided by the program: Any costs for food associated with the per diem rate shall be credited to NMCD if the program menu is not approved by a licensed dietician, nor served within the approved variation of the menu.
3. NMCD may withhold payment on any amounts, which it determines are not a part of the Provider's approved payment schedule.
4. NMCD may withhold payments if the Provider is thirty (30) days delinquent in submitting to the Agency reports and client data which are required of this contract.
5. If Provider fails to provide services in accordance with professional standards of care, Provider will not be paid for such services, or if such services have already been paid for by the NMCD or another agency, Provider shall refund the payment for such services to NMCD.
6. NMCD shall notify the Provider of the amount of the withholding/liquidated damages/refund and the reason therefore within thirty (30) days of such withholding/liquidated damages/refund. Provider may appeal such withholding/liquidated damages/refund and submit justification to NMCD within thirty (30) days of notice of such withholding/liquidated damages/refund. The decision of NMCD shall be final.
7. In the event that liquidated damages are assessed or a refund is requested, NMCD may choose to deduct the liquidated damages or refund from a subsequent payment or the Provider will credit or pay the liquidated damages or refund within thirty (30) days of termination of contract.

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

A. Provide 24-hour supervision by staff for all clients.

B. At the time of admission, clients will be provided with (a) program rules, disciplinary action, and grievance procedures; (b) written policy and procedure for conducting searches of residents and all areas of the facility in order to control contraband and locate missing or stolen property; (c) written policy and procedure for reporting absconder; (d) written policy and procedure on the use of physical force and/or restricting, including its use in instances of justifiable self-protection, protection of others, prevention of property damage, and only to the degree that is necessary and in accordance with appropriate statutory authority; and (e) written policy and procedure prohibiting the use of personal abuse and corporal punishment, and specifically noting that clients are not subject to unusual punishment, mental abuse, or punitive interference with the daily functions of living, such as eating or sleeping.

C. Notify the PPO immediately in the event a client leaves the facility, violates their curfew or fails to report back to the facility after an approved activity.

D. Maintain written safety and emergency policy and procedures, conduct quarterly emergency evacuation/fire drills under varied conditions, annual inspections by local or state fire officials or other qualified person(s), and test the fire detection system on a regular basis; services or evaluation, including Emergency Services, Service Provider agrees to refer client to his/her primary care physician or another Practicing Provider in accordance with the terms and conditions of client's Benefit Plan, if any, if applicable. A client requiring Emergency Services shall also be referred to the "9-1-1" emergency response system, as appropriate.

E. NMCD will review client's length of stay every (6) months for determination to extend length of stay.

F. NMCD reserves the right to conduct searches of the facility.

G. Proposed programs will be required to accept any referred client from NMCD based on NMCD's need and population at the time of referral. Provider must be able to address the varied needs of the population based on each individual's criminal histories, mental health issues and substance addictions.

H. Provider will ensure that 3 meals approved by a dietician are served daily to clients in the program, if applicable.

I. Service Provider shall provide laundry services for clients.

J. Service Provider shall ensure that all basic life needs are met for clients.

K. Service Provider will ensure clients access to medical services.

L. Service Provider will ensure educational access for clients.

M. Service Provider will ensure religious access for clients.

9. Service Provider will provide twenty-four (24) hour supervision by staff for all clients.

#### **Other Provider Requirements:**

**PREA Compliance:** The Contractor shall follow and enforce the Department's Prison Rape Elimination Act (PREA) policies which mandate reporting and treatment for abuse or neglect of all inmates in the secure institutions. *The Prison Rape Elimination Act (PREA) is federal law, Public Law 108-79, signed into law in September 2003 by the President of the United States and now*

*designated as 42 USC § 15601. PREA establishes a zero- tolerance standard against sexual assaults and rapes of incarcerated persons of any age. This makes the prevention of sexual assault in Department institutions a top priority. PREA sets a standard that protects the Eighth Amendment right (Constitutional right prohibiting cruel or unusual punishment) of Federal, State, and local inmates.*

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

**Enrollment:** Enrollment is based on ordered conditions, known history and/or needs assessment.

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

### **ELIGIBILITY FOR SERVICES**

1. Provider shall render services to clients who meet the following eligibility criteria in accordance with NMCD:

- A. Be a convicted adult felony or a misdemeanor client sentenced in District Court
- B. Be assessed as requiring services
- C. Be directly referred by the local Probation and Parole District (PPD) office.

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

3. Provider shall accept any referred client from NMCD based on NMCD's need and population at the time of referral. Provider must be able to address the varied needs of the population based on each individual's criminal histories, mental health issues and substance addictions.

### **PROVIDER'S DUTIES OF CARE**

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

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

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

In addition, services provided under this Scope Of Work shall be available evenings and weekends to accommodate work and school schedules of clients; and must be available for the duration of the contract.

### **REPORTING REQUIREMENTS**

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

1. Service Provider shall ensure the following services are rendered and submit the following documentation/reports (that are satisfactory to the PPO) in the timeframes listed for all clients to the local Probation/Parole District Offices as follows:
  - A. Service Provider shall ensure that all clients are scheduled for a halfway house intake within two (2) days of entry into the program.
  - B. Service Provider shall submit a written report for each client, including missed curfew, suspected or actual substance abuse, the use of physical restraint, the need for emergency medical care during programming, and other behaviors or incidents identified by the Provider within twenty-four (24) hours of their respective occurrence, or sooner depending on the severity of the violation. Verbal notification shall be provided within two (2) hours of a serious critical incident.
  - C. Service Provider shall submit, in writing, an Individual's Discharge Summary Report to the PPO upon unsuccessful discharge from the halfway house.
2. Provider shall participate in evaluations of clients served by the program to include reviews of participants as well as successful and unsuccessful completion outcomes.
3. Service Provider shall maintain confidentiality of all criminal history information provided by NMCD for the purposes of determining programming and shall return all criminal history information to the NMCD upon program discharge. This information includes but is not limited to the Pre and Post Sentence Report, FBI Rap Sheet, Police Reports, Judgment and Sentence, and Institutional History.
4. Service Provider shall conduct a character and criminal background investigation on all current and potential employees at the time of initial application and periodically, as requested by NMCD. A history of involvement with the criminal justice system will not automatically disqualify an individual from employment, unless otherwise stipulated by federal, state and local laws and regulations. However, the Service Provider must contact the Community Corrections office prior to extending a job offer to any candidate for employment that has a criminal history for review and

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

## **INVOICE**

When the Provider submits invoices, the Provider agrees to provide all required reporting and backup documentation related thereto. If the Provider's Invoice is not properly filled out and complete, it may cause the Provider's reimbursement to be delayed. Faxes and hand delivered invoices will not be accepted. All submissions must be made electronically. The Provider shall submit a completed monthly invoice with thirty (30) days of services rendered in the prior month.

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

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

## **COMPENSATION**

### **1. CLAIMS**

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

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

### **2. CONFLICT**

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



**SCOPE OF WORK #9**

**NMCD - TRANSITIONAL HOUSING**

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

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

For the purpose of this RFP, *Transitional Housing* is defined as an NMCD funded program that provides temporary (generally from six (6) to twelve (12) months) housing for clients in need of a stable living environment and provides support for a transition to independent living. Supportive Services include, but are not limited to, case management, structured daily schedules, phased supervision levels, community referrals, transportation, employment support/training, and life skills education.

**Provider shall provide:**

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

**Transitional Housing:** The goal of NMCD funded housing programs are to support clients in community reentry by ensuring the clients have a safe and secure residence and all basic needs are being met which reduces client recidivism and increases overall public safety.

1. Service Provider shall provide qualified staff to implement this project. Staff shall be licensed in the State of New Mexico and a copy of such license shall be provided to Department prior to initiating services if applicable. Service Provider shall ensure that all staff providing direct services

will have and maintain the specific license(s) and/or certification(s) during the term of the contract. Licenses and/or certifications shall be made available for review by the Department.

**2.** Service Provider shall provide services in the clients' language of literacy.

**3.** If therapeutic services are offered on site: Service Provider shall provide individualized and group counseling services to individuals referred by the Department.

**4.** Service Provider shall provide all necessary personnel, equipment, materials/workbooks, supplies, facilities, and services to meet the specifications described in this RFP.

**5.** If therapeutic services are offered on site: Service Provider will establish and implement Policies & Procedures for clients entering treatment to include:

A) Initial assessment;

B) Group treatment contract;

C) Policy Handbook and participation requirements for the clients' use;

D) Timely recording of clients' progress notes, costs, attendance;

If Service Provider fails to establish policies sufficient for compliance of this section,

Department has the right to determine the appropriate payment for services, at its discretion.

**6.** If therapeutic services are offered on site: Service Provider will create an Individualized Plan for each client developed by Service Provider's staff in conjunction with the conditions of supervision for that client, in coordination with the clients' needs and the needs of the Department. The Individualized Plan shall be forwarded to the department no later than 10 days after the completion of the initial assessment;

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

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

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

**7.** If therapeutic services are offered on site: The Service Provider shall develop a discharge plan for each client within 30 days of discharge.

**8.** Any abrupt termination of services to a client resulting from a violation of major rules shall be transmitted to NMCD staff immediately.

**9.** If therapeutic services are offered on site: Service Provider shall coordinate the following tasks with assigned NMCD staff and shall proceed upon approval by NMCD:

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

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

- C) All admissions and discharges from the service;
- D) All changes in the intensity of services to be offered to a client;
- E) All requests for a referral for special treatment;
- F) Identify needs of clients that are beyond the scope of the Service Provider's services and make appropriate referrals in such circumstances;
- G) All Service Provider therapy sessions will be held at facilities agreed to by both Department and the Service Provider.

**10.** Court Testimony – Service Provider agrees to provide testimony in court, if required by NMCD, at no additional cost.

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

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

**13.** If therapeutic services are offered on site: COST

A. Cost per therapeutic Group Session

B. Cost per individual hour

D. Optional Services Cost per session – Individual Therapy as described in Item #9

E. Optional Services Cost per session – Family therapy as described in Item #9

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

**14.** Service Provider will provide twenty-four (24) hour supervision by staff for all clients.

## **PROGRAM AND PERFORMANCE MEASURES**

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

### **1. TRANSITIONAL HOUSING**

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

B. Provider shall perform an initial assessment, provide a program orientation and create a Service Plan for each client within five (5) business days of program entry, if not prior.

C. Provider shall ensure that 100% of resident clients have an individualized Service Plan that shall be approved by PPD.

- D. Provider shall ensure that 100% of resident clients enter into programming for independent living.
- E. Provider shall provide a written response to each referral from DOC within fourteen (14) business days of receipt.
- F. By the end of each quarter, all beds shall be filled to at least 80% occupancy, unless the number of referrals provided by NMCD is not adequate to support the 80% utilization rate.
- G. Provider shall ensure that the contracted bed housing capacity is available for occupancy within seven (7) day notice at a rate of 100%.
- H. Provider shall provide employment assistance, including interviewing skills and completing employment applications to any eligible client referred by NMCD.

Performance measures will be evaluated at the time of the program audit and any subsequent follow up audits. If Service Provider fails to successfully meet a performance measure, Service Provider shall be liable to the Agency for liquidated damages in the amount of money associated with that performance measure as follows:

1. Any costs incurred by NMCD to secure alternative housing shall be credited back to NMCD in the current billing month.
2. If food is provided by the program: Any costs for food associated with the per diem rate shall be credited to NMCD if the program menu is not approved by a licensed dietician, nor served within the approved variation of the menu.
3. NMCD may withhold payment on any amounts, which it determines are not a part of the Provider's approved payment schedule.
4. NMCD may withhold payments if the Provider is thirty (30) days delinquent in submitting to the Agency reports and client data which are required of this contract.
5. If Provider fails to provide services in accordance with professional standards of care, Provider will not be paid for such services, or if such services have already been paid for by the NMCD or another agency, Provider shall refund the payment for such services to NMCD.
6. NMCD shall notify the Provider of the amount of the withholding/liquidated damages/refund and the reason therefore within thirty (30) days of such withholding/liquidated damages/refund. Provider may appeal such withholding/liquidated damages/refund and submit justification to NMCD within thirty (30) days of notice of such withholding/liquidated damages/refund. The decision of NMCD shall be final.
7. In the event that liquidated damages are assessed or a refund is requested, NMCD may choose to deduct the liquidated damages or refund from a subsequent payment or the Provider will credit or pay the liquidated damages or refund within thirty (30) days of termination of contract.
8. Service is inclusive of provisions for room and board assistance with daily living activities, such as locating employment, developing vocational/employment skills, and securing permanent housing. Service also requires the following administrative components to be implemented:

- A. Provide 24-hour supervision by staff for all clients.
  - B. At the time of admission, clients will be provided with (a) program rules, disciplinary action, and grievance procedures; (b) written policy and procedure for conducting searches of residents and all areas of the facility in order to control contraband and locate missing or stolen property; (c) written policy and procedure for reporting absconder; (d) written policy and procedure on the use of physical force and/or restricting, including its use in instances of justifiable self-protection, protection of others, prevention of property damage, and only to the degree that is necessary and in accordance with appropriate statutory authority; and (e) written policy and procedure prohibiting the use of personal abuse and corporal punishment, and specifically noting that clients are not subject to unusual punishment, mental abuse, or punitive interference with the daily functions of living, such as eating or sleeping.
  - C. Notify the PPO immediately in the event a client leaves the facility, violates their curfew or fails to report back to the facility after an approved activity.
  - D. Maintain written safety and emergency policy and procedures, conduct quarterly emergency evacuation/fire drills under varied conditions, annual inspections by local or state fire officials or other qualified person(s), and test the fire detection system on a regular basis; services or evaluation, including Emergency Services, Service Provider agrees to refer client to his/her primary care physician or another Practicing Provider in accordance with the terms and conditions of client's Benefit Plan, if any, if applicable. A client requiring Emergency Services shall also be referred to the "9-1-1" emergency response system, as appropriate.
  - E. NMCD will review client's length of stay every (6) months for determination to extend length of stay.
  - F. NMCD reserves the right to conduct searches of the facility.
  - G. Proposed programs will be required to accept any referred client from NMCD based on NMCD's need and population at the time of referral. Provider must be able to address the varied needs of the population based on each individual's criminal histories, mental health issues and substance addictions.
  - H. Provider will ensure that 3 meals approved by a dietician are served daily to clients in the program.
  - I. Service Provider shall provide laundry services for clients.
  - J. Service Provider shall ensure that all basic life needs are met for clients.
  - K. Service Provider will ensure clients access to medical services.
  - L. Service Provider will ensure educational access for clients.
  - M. Service Provider will ensure religious access for clients.
9. Service Provider will provide twenty-four (24) hour supervision by staff for all clients.

**Other Provider Requirements:**

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

*Amendment right (Constitutional right prohibiting cruel or unusual punishment) of Federal, State, and local inmates.*

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

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

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

### **ELIGIBILITY FOR SERVICES**

**1.** Provider shall render services to clients who meet the following eligibility criteria in accordance with NMCD:

- A. Be a convicted adult felony or a misdemeanor client sentenced in District Court
- B. Be assessed as requiring services
- C. Be directly referred by the local Probation and Parole District (PPD) office.

**2.** Provider shall serve clients based on a direct referral from NMCD. Access to services will be on the basis of an electronic referral by NMCD. A written referral will be required when the electronic referral system is inoperative or unavailable. Evidence of the referral must be located in the clinical record of the client.

**3.** Provider shall accept any referred client from NMCD based on NMCD's need and population at the time of referral. Provider must be able to address the varied needs of the population based on each individual's criminal histories, mental health issues and substance addictions.

**4.** If therapeutic services are offered on site: Provider shall render services to clients, based on the following:

- A. Clinical assessment and treatment plan for clinical services
- B. Service needs assessment and service plan for non-clinical services/care
- C. Family involvement in treatment with the goal of helping families of clients acquire techniques to enable meaningful interaction with the adult client and, assisting the adult client and their family in understanding their roles and relationships as part of the solution in keeping the adult client from future interaction with the criminal justice system and/or minimize the propensity of future violence.

**5.** If therapeutic services are offered on site: Service Provider shall develop services based on evidence-based practices that are proven to be successful through research methodology and have produced consistent positive patterns of results, such as group treatment for substance abuse, Motivational Interviewing and Cognitive Behavioral Therapy. The following criteria shall be utilized for the implementation of Evidence Based Practices (EBP):

- A. At least one randomized clinical trial that has shown this practice to be effective;
  - B. The practice either targets behaviors or shows significant effect on behaviors that are generally accepted outcomes; and
  - C. The practice should be specific to the treatment organizations population, including racial, linguistic, geographical and cultural factors – including characteristics specific to the client population.
6. If therapeutic services are offered on site: Provider shall disclose the current curriculum and treatment modalities being used during the RFP process and provide to the Community Correction Administration any program or curriculum changes made during the contract period.

### **PROVIDER’S DUTIES OF CARE**

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

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

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

In addition, services provided under this Scope Of Work shall be available evenings and weekends to accommodate work and school schedules of clients; and must be available for the duration of the contract.

### **REPORTING REQUIREMENTS**

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

1. If therapeutic services are offered on site: Service Provider shall provide the local Probation/Parole District Offices a monthly written report on each client detailing the services being provided, the clients attendance, behavior while participating in the programming, progress,

treatment prognosis, and other information as requested and deemed appropriate by the Probation/Parole Officer (PPO) by the 10th day of the month.

A. Service Provider shall ensure all clients are scheduled to receive clinical interview and assessment within five (5) days of program intake date.

B. Service Provider shall complete an Individual Treatment Plan for each client and deliver to the PPO within ten (10) days of the clients' arrival to the agency.

C. Service Provider shall submit an Aftercare Recommendation report to the PPO ten (10) days prior to the clients' successful completion.

**2.** In addition, the Service Provider shall ensure the following services are rendered and submit the following documentation/reports (that are satisfactory to the PPO) in the timeframes listed for all clients to the local Probation/Parole District Offices as follows:

A. Service Provider shall ensure that all clients are scheduled for a program intake within two (2) days of entry into the program.

B. Service Provider shall submit a written Individual Program Violation Report for each client, including missed appointments, suspected or actual substance abuse, the use of physical restraint, the need for emergency medical care during programming, and other behaviors or incidents identified by the Provider within twenty-four (24) hours of their respective occurrence, or sooner depending on the severity of the violation. Verbal notification shall be provided within two (2) hours of a serious critical incident.

**3.** Service Provider shall submit to the local Probation/Parole District Office the following documentation, prior to discharge of client:

A. An Individual's Discharge Summary Report to the PPO upon successful or unsuccessful completion of the program

**4.** Provider shall participate in evaluations of clients served by the program to include reviews of participants as well as successful and unsuccessful completion outcomes.

**5.** Service Provider shall maintain confidentiality of all criminal history information provided by NMCD for the purposes of determining programming and shall return all criminal history information to the NMCD upon program discharge. This information includes but is not limited to the Pre and Post Sentence Report, FBI Rap Sheet, Police Reports, Judgment and Sentence, and Institutional History.

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



**SUPERVISORY PROTOCOL FOR LMHC, LPCC, LPC, LCSW, LMSWACP, LMFT, LPAT, LADAC, LSAA, PSYCHOLOGY ASSOCIATE, CLINICAL PSYCHOLOGIST,**

Provider shall follow this Supervisory Protocol for its licensed Psychologist, LPC, LPCC, LCSW, LMSWACP (Clinical Therapist), LADAC. When providing services under this Scope of Work, the Clinical Therapist may be reimbursed when the services are within his/her legal scope of practice and provided in accordance with this Scope of Work and Agreement. This Scope of Work has directed that the Clinical Therapist be nationally licensed.

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

the program.

**7.** Billing for services must be submitted by the provider and indicate the non-credentialed practitioner in the rendering provider box on the claim. Additionally, all non-Independent practitioners rendering services must have their own individual Share Vendor ID number on file with NMCD for tracking purposes.

**8.** NMCD may periodically conduct audits to ensure compliance with NMCD policies and procedures.

**9.** At the request of NMCD, on no more than a bi-annual basis, Supervising Clinician will provide in writing within thirty (30) days of request, a listing of all non-credentialed clinicians employed by the Provider rendering treatment to NMCD clients.

## **INVOICE**

When the Provider submits invoices, the Provider agrees to provide all required reporting and backup documentation related thereto. If the Provider's Invoice is not properly filled out and complete, it may cause the Provider's reimbursement to be delayed. Faxes and hand delivered invoices will not be accepted. All submissions must be made electronically. The Provider shall submit a completed monthly invoice with thirty (30) days of services rendered in the prior month.

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

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

## **COMPENSATION**

### **1. CLAIMS**

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

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

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

## **2. CONFLICT**

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

**SCOPE OF WORK #10**

**NMCD – Gender Specific Transitional Living Centers**

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

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

For the purpose of this RFP, *Transitional Housing* is defined as a NMCD funded program that provides temporary (generally from six (6) to twelve (12) months) housing for clients in need of a stable living environment and provides support for a transition to independent living. Supportive Services include, but are not limited to, case management, structured daily schedules, phased supervision levels, community referrals, transportation, employment support/training, and life skills education.

**Provider shall provide:**

<b>SERVICES</b>		
<b>Gender Specific Transitional Living:</b> Provider is contracted to provide the following services to NMCD clients, as referred by the Probation and Parole Officer (PPO).		
<b>Program Location</b>	<b>Expected Capacity</b>	<b>Funding Stream</b>
Any location within the State of New Mexico	As referred by PPO	NMCD
<b>Services Codes:</b>	<b>Modifier</b>	<b>Definition</b>
		Transitional Living
<b>NOTES:</b> Placement shall be up to twelve (12) months, but may be extended upon the request and approval of the local PPD office.		

**Transitional Housing:** The goal of NMCD funded housing programs are to support clients in community reentry by ensuring the clients have a safe and secure residence and all basic needs are being met which reduces client recidivism and increases overall public safety. This gender specific transitional housing program would assist clients through on-site programming specifically designed for female or male gender specific needs, treatment and housing.

**1.** Service Provider shall provide qualified staff to implement this project. Staff shall be licensed in the State of New Mexico and a copy of such license shall be provided to Department prior to initiating services. Service Provider shall ensure that all staff providing direct services will have and maintain the specific license(s) and/or certification(s) during the term of the contract. Licenses and/or certifications shall be made available for review by the Department.

**2.** Service Provider shall provide therapeutic services in the clients' language of literacy.

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

**4.** Service Provider will establish and implement Policies & Procedures for clients entering treatment to include:

A) Initial assessment;

B) Group treatment contract;

C) Policy Handbook and participation requirements for the clients' use;

D) Timely recording of clients' progress notes, costs, attendance (including no-show fees);

If Service Provider fails to establish policies sufficient for compliance of this section,

Department has the right to determine the appropriate payment for services, at its discretion.

**5. Individualized Plan**

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

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

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

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

**6. Discharge Plan:** The Service Provider shall develop a discharge plan for each client within 30 days of discharge.

**7.** Any abrupt termination of services to a client resulting from a violation of major rules shall be transmitted to NMCD staff immediately.

**8. Court Testimony –** Service Provider agrees to provide testimony in court, if required by NMCD, at no additional cost.

**9. Coordination with NMCD:** Service Provider shall coordinate the following tasks with assigned NMCD staff and shall proceed upon approval by NMCD:

- A) Services to special needs clients or those with mental impairment - Develop and implement procedures for services (or referrals) for clients with dual diagnosis and/or mental and physical disabilities.
- B) All individual, group, family, and educational sessions;
- C) All admissions and discharges from the service;
- D) All changes in the intensity of services to be offered to a client;
- E) All requests for a referral for special treatment;
- F) Identify needs of clients that are beyond the scope of the Service Provider's services and make appropriate referrals in such circumstances;
- G) All Service Provider therapy sessions will be held at facilities agreed to by both Department and the Service Provider.

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

**11. No-Shows:** NMCD will not pay for clients who fail to attend sessions or meetings. Service Provider must notify NMCD of no-shows by Friday of each week.

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

### **13. COST**

A. Cost per therapeutic Group Session

B. Cost per individual hour

D. Optional Services Cost per session – Individual Therapy as described in Item #9

E. Optional Services Cost per session – Family therapy as described in Item #9

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

**14.** Service Provider will provide twenty-four (24) hour supervision by staff for all clients.

## **PROGRAM AND PERFORMANCE MEASURES**

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

### **1. GENDER SPECIFIC TRANSITIONAL LIVING CENTERS**

- A. All providers will be held to specific performance review criteria over the life of the contract to ensure that project deliverables as outlined in the RFP and attested to in the Scope of Work are being met. Review of program deliverables will occur at least bi-annually.
- B. Provider shall perform an initial assessment, provide a program orientation and create a Service Plan for each client within five (5) business days of program entry, if not prior.
- C. Provider shall ensure that 100% of resident clients have an individualized Service Plan that shall be approved by PPD.
- D. Provider shall ensure that 100% of resident clients enter into programming for independent living.
- E. Provider shall provide a written response to each referral from DOC within fourteen (14) business days of receipt.
- F. By the end of each quarter, all beds shall be filled to at least 80% occupancy, unless the number of referrals provided by NMCD is not adequate to support the 80% utilization rate.
- G. Provider shall ensure that the contracted bed housing capacity is available for occupancy within seven (7) day notice at a rate of 100%.
- H. Provider shall provide employment assistance, including interviewing skills and completing employment applications to any eligible client referred by NMCD.

Performance measures will be evaluated at the time of the program audit and any subsequent follow up audits. If Service Provider fails to successfully meet a performance measure, Service Provider shall be liable to the Agency for liquidated damages in the amount of money associated with that performance measure as follows:

1. Any costs incurred by NMCD to secure alternative housing shall be credited back to NMCD in the current billing month.
2. If food is provided by the program: Any costs for food associated with the per diem rate shall be credited to NMCD if the program menu is not approved by a licensed dietician, nor served within the approved variation of the menu.
3. NMCD may withhold payment on any amounts, which it determines are not a part of the Provider's approved payment schedule.
4. NMCD may withhold payments if the Provider is thirty (30) days delinquent in submitting to the Agency reports and client data which are required of this contract.
5. If Provider fails to provide services in accordance with professional standards of care, Provider will not be paid for such services, or if such services have already been paid for by the NMCD or another agency, Provider shall refund the payment for such services to NMCD.
6. NMCD shall notify the Provider of the amount of the withholding/liquidated damages/refund and the reason therefore within thirty (30) days of such withholding/liquidated damages/refund. Provider may appeal such withholding/liquidated damages/refund and submit justification to NMCD within thirty (30) days of notice of such withholding/liquidated damages/refund. The decision of NMCD shall be final.

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

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

A. Provide 24-hour supervision by staff for all clients.

B. At the time of admission, clients will be provided with (a) program rules, disciplinary action, and grievance procedures; (b) written policy and procedure for conducting searches of residents and all areas of the facility in order to control contraband and locate missing or stolen property; (c) written policy and procedure for reporting absconder; (d) written policy and procedure on the use of physical force and/or restricting, including its use in instances of justifiable self-protection, protection of others, prevention of property damage, and only to the degree that is necessary and in accordance with appropriate statutory authority; and (e) written policy and procedure prohibiting the use of personal abuse and corporal punishment, and specifically noting that clients are not subject to unusual punishment, mental abuse, or punitive interference with the daily functions of living, such as eating or sleeping.

C. Notify the PPO immediately in the event a client leaves the facility, violates their curfew or fails to report back to the facility after an approved activity.

D. Maintain written safety and emergency policy and procedures, conduct quarterly emergency evacuation/fire drills under varied conditions, annual inspections by local or state fire officials or other qualified person(s), and test the fire detection system on a regular basis; services or evaluation, including Emergency Services, Service Provider agrees to refer client to his/her primary care physician or another Practicing Provider in accordance with the terms and conditions of client's Benefit Plan, if any, if applicable. A client requiring Emergency Services shall also be referred to the "9-1-1" emergency response system, as appropriate.

E. NMCD will review client's length of stay every (6) months for determination to extend length of stay.

F. NMCD reserves the right to conduct searches of the facility.

G. Proposed programs will be required to consider sex clients on a case-by case basis and provide intensive services on site (substance abuse and/or mental health support, life skills, education, relapse prevention, employment support etc.)

H. Provider will ensure that 3 meals approved by a dietician are served daily to clients in the program.

I. Service Provider shall provide laundry services for clients.

J. Service Provider shall ensure that all basic life needs are met for clients.

K. Service Provider will ensure clients access to medical services.

L. Service Provider will ensure educational access for clients.

M. Service Provider will ensure religious access for clients.

#### **Other Provider Requirements:**

**PREA Compliance:** The Contractor shall follow and enforce the Department's Prison Rape Elimination Act (PREA) policies which mandate reporting and treatment for abuse or neglect of all inmates in the secure institutions. *The Prison Rape Elimination Act (PREA) is federal law, Public*



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

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

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

## **ELIGIBILITY FOR SERVICES**

1. Provider shall render services to clients who meet the following eligibility criteria in accordance with NMCD:
  - A. Be a convicted adult felony or a misdemeanor client sentenced in District Court
  - B. Be assessed as requiring services
  - C. Be directly referred by the local Probation and Parole District (PPD) office.
  
2. Provider shall serve clients based on a direct referral from NMCD. Access to services will be on the basis of an electronic referral by NMCD. A written referral will be required when the electronic referral system is inoperative or unavailable. Evidence of the referral must be located in the clinical record of the client.
  
3. Provider shall accept any referred client from NMCD based on NMCD's need and population at the time of referral. Provider must be able to address the varied needs of the population based on each individual's criminal histories, mental health issues and substance addictions.
  
3. Provider shall render services to clients, based on the following:
  - A. Clinical assessment and treatment plan for clinical services
  - B. Service needs assessment and service plan for non-clinical services/care
  - C. Family involvement in treatment with the goal of helping families of clients acquire techniques to enable meaningful interaction with the adult client and, assisting the adult client and their family in understanding their roles and relationships as part of the solution in keeping the adult client from future interaction with the criminal justice system and/or minimize the propensity of future violence.
  
4. Service Provider shall develop services based on evidence-based practices that are proven to be successful through research methodology and have produced consistent positive patterns of results,

such as group treatment for substance abuse, Motivational Interviewing and Cognitive Behavioral Therapy. The following criteria shall be utilized for the implementation of Evidence Based Practices (EBP):

- A. At least one randomized clinical trial that has shown this practice to be effective;
- B. The practice either targets behaviors or shows significant effect on behaviors that are generally accepted outcomes; and
- C. The practice should be specific to the treatment organizations population, including racial, linguistic, geographical and cultural factors – including characteristics specific to the client population.

5. If therapeutic services are offered on site: Provider shall disclose the current curriculum and treatment modalities being used during the RFP process and provide to the Community Correction Administration any program or curriculum changes made during the contract period.

### **PROVIDER'S DUTIES OF CARE**

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

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

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

1. Service Provider shall provide the local Probation/Parole District Offices a monthly written report on each client detailing the services being provided, the clients attendance, behavior while participating in the programming, progress, treatment prognosis, and other information as requested and deemed appropriate by the Probation/Parole Officer (PPO) by the 10th day of the month.

**2.** In addition, the Service Provider shall ensure the following services are rendered and submit the following documentation/reports (that are satisfactory to the PPO) in the timeframes listed for all clients to the local Probation/Parole District Offices as follows:

A. Service Provider shall ensure that all clients are scheduled for a program intake within two (2) days of entry into the program.

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E. Service Provider shall submit, in writing, an Individual's Discharge Summary Report to the PPO upon successful or unsuccessful completion of the program.

F. Service Provider shall submit an Aftercare Recommendation report to the PPO ten (10) days prior to the clients' successful completion.

**3.** Service Provider shall submit to the local Probation/Parole District Office the following documentation, prior to discharge of client:

A. Individual Discharge Summary/Aftercare Recommendations

**4.** Provider shall participate in evaluations of clients served by the program to include reviews of participants as well as successful and unsuccessful completion outcomes.

**5.** Service Provider shall maintain confidentiality of all criminal history information provided by NMCD for the purposes of determining programming and shall return all criminal history information to the NMCD upon program discharge. This information includes but is not limited to the Pre and Post Sentence Report, FBI Rap Sheet, Police Reports, Judgment and Sentence, and Institutional History.

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

**SUPERVISORY PROTOCOL FOR LMHC, LPCC, LPC, LCSW, LMSWACP, LMFT, LPAT, LADAC, LSAA, PSYCHOLOGY ASSOCIATE, CLINICAL PSYCHOLOGIST,**

Provider shall follow this Supervisory Protocol for its licensed Psychologist, LPC, LPCC, LCSW, LMSWACP (Clinical Therapist), LADAC. When providing services under this Scope of Work, the Clinical Therapist may be reimbursed when the services are within his/her legal scope of practice and provided in accordance with this Scope of Work and Agreement. This Scope of Work has directed that the Clinical Therapist be nationally licensed.

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

the program.

**7.** Billing for services must be submitted by the provider and indicate the non-credentialed practitioner in the rendering provider box on the claim. Additionally, all non-Independent practitioners rendering services must have their own individual Share Vendor ID number on file with NMCD for tracking purposes.

**8.** NMCD may periodically conduct audits to ensure compliance with NMCD policies and procedures.

**9.** At the request of NMCD, on no more than a bi-annual basis, Supervising Clinician will provide in writing within thirty (30) days of request, a listing of all non-credentialed clinicians employed by the Provider rendering treatment to NMCD clients.

## **INVOICE**

When the Provider submits invoices, the Provider agrees to provide all required reporting and backup documentation related thereto. If the Provider's Invoice is not properly filled out and complete, it may cause the Provider's reimbursement to be delayed. Faxes and hand delivered invoices will not be accepted. All submissions must be made electronically. The Provider shall submit a completed monthly invoice with thirty (30) days of services rendered in the prior month.

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

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

## **COMPENSATION**

### **1. CLAIMS**

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

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

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

## **2. CONFLICT**

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

**SCOPE OF WORK #11**

**NMCD – RESIDENTIAL TREATMENT DUAL DIAGNOSIS**

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

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

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

**Provider shall provide:**

<b>SERVICES</b>		
<b>Residential Treatment:</b> Provider is contracted to provide the following services to NMCD clients, as referred by the Probation and Parole Officer (PPO).		
<b>Program Location</b>	<b>Expected Capacity</b>	<b>Funding Stream</b>
Any location within the State of New Mexico	As referred by PPO	NMCD
<b>Services Codes:</b>	<b>Modifier</b>	<b>Definition</b>
		Residential Treatment Dual Diagnosis
<b>NOTES:</b> Placement shall typically be for a six (6) month period, but may be extended upon the request and approval of the local PPD office.		

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

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

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

**4. Service Provider** shall provide qualified staff to implement this project. Staff shall be licensed in the State of New Mexico and a copy of such license shall be provided to Department prior to initiating services. Service Provider shall ensure that all staff providing direct services will have and maintain the specific license(s) and/or certification(s) during the term of the contract. Licenses and/or certifications shall be made available for review by the Department.

**5. Service Provider** shall provide therapeutic services in the clients' language of literacy.

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

**7. Service Provider** will establish and implement Policies & Procedures for clients entering treatment to include:

A) Initial assessment;

B) Group treatment contract;

C) Policy Handbook and participation requirements for the clients' use;

D) Timely recording of clients' progress notes, costs, attendance (including no-show fees);

If Service Provider fails to establish policies sufficient for compliance of this section,

Department has the right to determine the appropriate payment for services, at its discretion.

### **8. Individualized Plan**

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

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

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

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

**9. Discharge Plan:** The Service Provider shall develop a discharge plan for each client within 30 days of discharge.

**10. Any abrupt termination of services to a client resulting from a violation of major rules shall be transmitted to NMCD staff immediately.**



**11. Court Testimony** – Service Provider agrees to provide testimony in court, if required by NMCD, at no additional cost.

**12. Coordination with NMCD:** Service Provider shall coordinate the following tasks with assigned NMCD staff and shall proceed upon approval by NMCD:

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

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

C) All admissions and discharges from the service;

D) All changes in the intensity of services to be offered to a client;

E) All requests for a referral for special treatment;

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

G) All Service Provider therapy sessions will be held at facilities agreed to by both Department and the Service Provider.

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

**14. No-Shows:** NMCD will not pay for clients who fail to attend sessions or meetings. Service Provider must notify NMCD of no-shows by Friday of each week.

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

#### **16. COST**

A. Cost per therapeutic Group Session

B. Cost per individual hour

D. Optional Services Cost per session – Individual Therapy as described in Item #12

E. Optional Services Cost per session – Family therapy as described in Item #12

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

**17.** Service Provider will provide twenty-four (24) hour supervision by staff for all clients.

#### **PROGRAM AND PERFORMANCE MEASURES**

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

## **1. RESIDENTIAL TREATMENT DUAL DIAGNOSIS**

- A. All providers will be held to specific performance review criteria over the life of the contract to ensure that project deliverables as outlined in the RFP and attested to in the Scope of Work are being met. Review of program deliverables will occur at least bi-annually.
- B. Provider shall perform an initial assessment, provide a program orientation and create a Service Plan for each client within five (5) business days of program entry, if not prior.
- C. Provider shall ensure that 100% of resident clients have an individualized Service Plan that shall be approved by PPD.
- D. Provider shall ensure that 100% of resident clients enter into programming substance addiction and mental health.
- E. Provider shall provide a written response to each referral from DOC within fourteen (14) business days of receipt.
- F. By the end of each quarter, all beds shall be filled to at least 80% occupancy, unless the number of referrals provided by NMCD is not adequate to support the 80% utilization rate.
- G. Provider shall ensure that the contracted bed housing capacity is available for occupancy within seven (7) day notice at a rate of 100%.
- H. Provider shall provide employment assistance, including interviewing skills and completing employment applications to any eligible client referred by NMCD.

Performance measures will be evaluated at the time of the program audit and any subsequent follow up audits. If Service Provider fails to successfully meet a performance measure, Service Provider shall be liable to the Agency for liquidated damages in the amount of money associated with that performance measure as follows:

1. Any costs incurred by NMCD to secure alternative housing shall be credited back to NMCD in the current billing month.
2. Any costs for food associated with the per diem rate shall be credited to NMCD if the program menu is not approved by a licensed dietician, nor served within the approved variation of the menu.
3. NMCD may withhold payment on any amounts, which it determines are not a part of the Provider's approved payment schedule.
4. NMCD may withhold payments if the Provider is thirty (30) days delinquent in submitting to the Agency reports and client data which are required of this contract.
5. If Provider fails to provide services in accordance with professional standards of care, Provider will not be paid for such services, or if such services have already been paid for by the NMCD or another agency, Provider shall refund the payment for such services to NMCD.
6. NMCD shall notify the Provider of the amount of the withholding/liquidated damages/refund and the reason therefore within thirty (30) days of such withholding/liquidated damages/refund. Provider may appeal such withholding/liquidated damages/refund and submit justification to NMCD within thirty (30) days of notice of such withholding/liquidated damages/refund. The decision of NMCD shall be final.

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

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

A. Provide 24-hour supervision by staff for all clients.

B. At the time of admission, clients will be provided with (a) program rules, disciplinary action, and grievance procedures; (b) written policy and procedure for conducting searches of residents and all areas of the facility in order to control contraband and locate missing or stolen property; (c) written policy and procedure for reporting absconder; (d) written policy and procedure on the use of physical force and/or restricting, including its use in instances of justifiable self-protection, protection of others, prevention of property damage, and only to the degree that is necessary and in accordance with appropriate statutory authority; and (e) written policy and procedure prohibiting the use of personal abuse and corporal punishment, and specifically noting that clients are not subject to unusual punishment, mental abuse, or punitive interference with the daily functions of living, such as eating or sleeping.

C. Notify the PPO immediately in the event a client leaves the facility, violates their curfew or fails to report back to the facility after an approved activity.

D. Maintain written safety and emergency policy and procedures, conduct quarterly emergency evacuation/fire drills under varied conditions, annual inspections by local or state fire officials or other qualified person(s), and test the fire detection system on a regular basis; services or evaluation, including Emergency Services, Service Provider agrees to refer client to his/her primary care physician or another Practicing Provider in accordance with the terms and conditions of client's Benefit Plan, if any, if applicable. A client requiring Emergency Services shall also be referred to the "9-1-1" emergency response system, as appropriate.

E. NMCD will review client's length of stay every (6) months for determination to extend length of stay.

F. NMCD reserves the right to conduct searches of the facility.

G. Proposed programs will be required to consider sex clients on a case-by case basis and provide intensive services on site (substance abuse and/or mental health support, life skills, education, relapse prevention, employment support etc.)

H. Provider will ensure that 3 meals approved by a dietician are served daily to clients in the program.

I. Service Provider shall provide laundry services for clients.

J. Service Provider shall ensure that all basic life needs are met for clients.

K. Service Provider will ensure clients access to medical services.

L. Service Provider will ensure educational access for clients.

M. Service Provider will ensure religious access for clients.

### **Other Provider Requirements:**

**PREA Compliance:** The Contractor shall follow and enforce the Department's Prison Rape Elimination Act (PREA) policies which mandate reporting and treatment for abuse or neglect of all inmates in the secure institutions. *The Prison Rape Elimination Act (PREA) is federal law, Public*

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

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

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

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

#### **ELIGIBILITY FOR SERVICES**

1. Provider shall render services to clients who meet the following eligibility criteria, in accordance with NMCD:
  - A. Be a convicted adult felony or a misdemeanor client sentenced in District Court
  - B. Be assessed as requiring services
  - C. Be directly referred by the local Probation and Parole District (PPD) office.
2. Provider shall serve clients based on a direct referral from NMCD. Access to services will be on the basis of an electronic referral by NMCD. A written referral will be required when the electronic referral system is inoperative or unavailable. Evidence of the referral must be located in the clinical record of the client.
3. Provider shall accept any referred client from NMCD based on NMCD's need and population at the time of referral. Provider must be able to address the varied needs of the population based on each individual's criminal histories, mental health issues and substance addictions.
4. Provider shall render services to clients, based on the following:
  - A. A clinical assessment and treatment plan for clinical services;
  - B. A service needs assessment and service plan for non-clinical services/care; and
  - C. Family involvement in treatment with the goal of helping families of clients acquire techniques to enable meaningful interaction with the adult client and, assisting the adult client and his family in understanding their roles and relationships as part of the solution in keeping the adult client from future interaction with the criminal justice system and/or minimize the propensity of future violence.
5. Provider shall develop services based on evidence-based practices that are proven to be successful through research methodology and have produced consistent positive patterns of

results, such as group treatment for substance abuse, Motivational Interviewing and Cognitive Behavioral Therapy. The following criteria shall be utilized for the implementation of Evidence Based Practices (EBP):

- A. At least one randomized clinical trial that has shown this practice to be effective;
- B. The practice either targets behaviors or shows significant effect on behaviors that are generally accepted outcomes; and
- C. The practice should be specific to the treatment organizations population, including racial, linguistic, geographical and cultural factors – including characteristics specific to the client population.

6. Provider shall disclose the current curriculum and treatment modalities being used during the RFP process and provide to the Community Correction Administration any program or curriculum changes made during the contract period.

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  - A. Provider shall ensure that all clients are scheduled for a program intake within two (2) days of entry into the program.
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  - E. Provider shall submit, in writing, an Individual's Discharge Summary Report to the PPO upon successful or unsuccessful completion of the program.
  - F. Provider shall submit an Aftercare Recommendation report to the PPO ten (10) days prior to the clients' successful completion.
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4. Provider shall participate in evaluations of clients served by the program to include reviews of participants as well as successful and unsuccessful completion outcomes.
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6. Provider shall conduct a character and criminal background investigation on all current and potential employees at the time of initial application and periodically, as requested by NMCD. A history of involvement with the criminal justice system will not automatically disqualify an individual from employment, unless otherwise stipulated by federal, state and local laws and regulations. However, the Provider must contact the Community Corrections office prior to extending a job offer to any candidate for employment that has a criminal history for review and consultation. Provider shall also have policies and procedures in place for determining an applicant's or employee's appropriateness for employment.

**SUPERVISORY PROTOCOL FOR LMHC, LPCC, LPC, LCSW, LMSWACP, LMFT, LPAT, LADAC, LSAA, PSYCHOLOGY ASSOCIATE, CLINICAL PSYCHOLOGIST,**

Provider shall follow this Supervisory Protocol for its licensed Psychologist, LPC, LPCC, LCSW, LMSWACP (Clinical Therapist), LADAC. When providing services under this Scope of Work, the Clinical Therapist may be reimbursed when the services are within his/her legal scope of practice and provided in accordance with this Scope of Work and Agreement. This Scope of Work has directed that the Clinical Therapist be nationally licensed.

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- 3.** The approved provider will conduct primary source verification of the non-credentialed licensed Clinician's training and education including but not limited to:
  - A. Professional license eligibility
  - B. Minimum of Master's degree in behavioral health or counseling-related field
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  - D. Past or existing complaints and/or investigations
  - E. Specialized Training, where applicable
- 4.** Non-credentialed licensed Clinicians will practice within the scope of their training and licensing Board requirements; and abide by all ethical principles and conduct of their discipline's licensing Board, of their Supervising Clinician and of their relevant professional association with which they are affiliated.
- 5.** Clients must be informed of the licensure and scope of work of the treating clinician and must sign a written consent to this effect. This Consent form must be maintained in the clients file. Non-independently licensed clinicians must also disclose to the client the name and license of their supervisor.
- 6.** Supervision of Non-credentialed licensed Clinicians are subject to the following requirements:
  - A. Supervising Clinicians who are independently licensed and in good standing in the NMCD network, will provide supervision of non-credentialed licensed Clinicians.
  - B. The supervising clinician must have regular (regular to be defined as at a minimum weekly or biweekly) one-on-one supervision with the non-credentialed clinician to review treatment provided to clients on an ongoing basis. Supervision must be documented in a manner where NMCD can access the information electronically, manually or via direct audit of the client's chart.
  - C. Supervising clinicians will co-sign treatment plans.
  - D. There must be a current, written policy addressing the supervisory protocol utilized at the program.

7. Billing for services must be submitted by the provider and indicate the non-credentialed practitioner in the rendering provider box on the claim. Additionally, all non-Independent practitioners rendering services must have their own individual Share Vendor ID number on file with NMCD for tracking purposes.

8. NMCD may periodically conduct audits to ensure compliance with NMCD policies and procedures.

9. At the request of NMCD, on no more than a bi-annual basis, Supervising Clinician will provide in writing within thirty (30) days of request, a listing of all non-credentialed clinicians employed by the Provider rendering treatment to NMCD clients.

## **INVOICE**

When the Provider submits invoices, the Provider agrees to provide all required reporting and backup documentation related thereto. If the Provider's Invoice is not properly filled out and complete, it may cause the Provider's reimbursement to be delayed. Faxes and hand delivered invoices will not be accepted. All submissions must be made electronically. The Provider shall submit a completed monthly invoice with thirty (30) days of services rendered in the prior month.

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

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

## **COMPENSATION**

### **1. CLAIMS**

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



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

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

## **2. CONFLICT**

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

**SCOPE OF WORK #12**

**NMCD – RESIDENTIAL TREATMENT SEX OFFENDER**

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

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

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

**Provider shall provide the following services in an inpatient setting:**

<b>SERVICES</b>		
<b>Residential Treatment Sex Offender:</b> Provider is contracted to provide the following services to NMCD clients, as referred by the Probation and Parole Officer (PPO).		
<b>Program Location</b>	<b>Expected Capacity</b>	<b>Funding Stream</b>
Any location within the State of New Mexico Location of sex offender residential treatment requires it not be within 1000 feet of a school, day care center, park or other public location commonly known where children congregate.	As referred by PPO	NMCD
<b>Services Codes:</b>	<b>Modifier</b>	<b>Definition</b>
		Residential Treatment Sex Offender
<b>NOTES:</b> Placement shall typically be for a minimum of six (6) months, but may be extended upon the request and approval of the local PPD office.		

**Residential Treatment:** The goal of NMCD funded housing programs are to support clients in community reentry by ensuring the clients have a safe and secure residence and all basic needs are being met which reduces client recidivism and increases overall public safety.

1. Service Provider must have been in the business of providing sex offender counseling/therapy for a minimum of two (2) years.

**2.** Service Provider shall provide qualified staff to implement this project. Staff shall be licensed in the State of New Mexico and a copy of such license shall be provided to Department prior to initiating services. Service Provider shall ensure that all staff providing direct services will have and maintain the specific license(s) and/or certification(s) during the term of the contract. Licenses and/or certifications shall be made available for review by the Department.

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

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

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

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

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

- A. Initial assessment
- B. Group treatment contract
- C. Policy Handbook and participation requirements for the clients' use
- D. Timely recording of clients' progress notes, costs, attendance (including no-show fees)
- E. Recommendation for clinical polygraph

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

#### **7. Assessment Phase**

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

#### **8. Individualized Plan**

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

- A) The individualized plan shall specify individual clients' problems and procedures for attaining change with behavioral outcomes;
- B) Progress reports shall be submitted to the Department no later than the 10th of each month. Progress reports shall contain a brief narrative of each client's work in all sessions and progress toward goals. If the Service Provider fails to submit the progress reports by the 10th of each month, the current invoice payment shall be withheld until the time that progress notes are received;
- C) The individualized plan shall be reviewed by both the Service Provider and Department staff on a routine basis to determine necessary modifications of treatment.

**9. Intensive Treatment Phase:** Clients work on individual treatment goals in a group setting. Sex Offender specific therapy should be conducted five (5) days a week at a minimum of ten (10) hours per week.

**10. Reassessment Phase:** Upon conclusion of the Intensive Treatment Phase, Service Provider evaluates whether the client has met his/her treatment goals. Reassessment is conducted in individual session(s) and may include repeat of the Abel Assessment.

**11. Transitional Plan:** The Service Provider shall develop a transitional plan for each client within 30 days of discharge.

**12.** Any abrupt termination of services to a client resulting from a violation of major rules shall be transmitted to NMCD staff immediately.

**13. Optional Services**

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

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

**14.** Court Testimony – Service Provider agrees to provide testimony in court, if required by NMCD, at no additional cost.

**15. Coordination with NMCD:** Service Provider shall coordinate the following tasks with assigned NMCD staff and shall proceed upon approval by NMCD:

A. Performance of all sex offender services;

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

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

D. All admissions and discharges from the service;

E. All changes in the intensity of services to be offered to a client;

F. All requests for a referral for special treatment;

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

H. All Service Provider therapy sessions will be held at the residential facility unless pre-approved by NMCD on a case by case basis.

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

**17. No-Shows:** NMCD will not pay for clients who fail to attend sessions or meetings. Service Provider must notify NMCD of no-shows by Friday of each week.

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

**19. COST**

A. Cost per therapeutic Group Session

B. Cost per individual hour

C. Cost for conducting each Abel Assessment by Service Provider and/or third-party provider

D. Cost for conducting each polygraph by Service Provider and/or third-party provider

E. Optional Services Cost per session – Individual Therapy as described in Item #15

F. Optional Services Cost per session – Family therapy as described in Item #15

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

**20.** Service Provider will provide twenty-four (24) hour supervision by staff for all clients.

**PROGRAM AND PERFORMANCE MEASURES**

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

**1. RESIDENTIAL SEX OFFENDER TREATMENT**

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

B. Provider shall perform an initial assessment, provide a program orientation and create a Service Plan for each client within five (5) business days of program entry, if not prior.

C. Provider shall ensure that 100% of resident clients have an individualized Service Plan that shall be approved by PPD.

D. Provider shall ensure that 100% of resident clients enter into programming for sexual offending.

E. Provider shall provide a written response to each referral from DOC within fourteen (14) business days of receipt.

F. By the end of each quarter, all beds shall be filled to at least 80% occupancy, unless the number of referrals provided by NMCD is not adequate to support the 80% utilization rate.

G. Provider shall ensure that the contracted bed housing capacity is available for occupancy within seven (7) day notice at a rate of 100%.

H. Provider shall provide employment assistance, including interviewing skills and completing employment applications to any eligible client referred by NMCD.

Performance measures will be evaluated at the time of the program audit and any subsequent follow up audits. If Service Provider fails to successfully meet a performance measure, Service Provider shall be liable to the Agency for liquidated damages in the amount of money associated with that performance measure as follows:

1. Any costs incurred by NMCD to secure alternative housing shall be credited back to NMCD in the current billing month.

2. Any costs for food associated with the per diem rate shall be credited to NMCD if the program menu is not approved by a licensed dietician, nor served within the approved variation of the menu.

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

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

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

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

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

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

A. Provide 24-hour supervision by staff for all clients.

B. At the time of admission, clients will be provided with (a) program rules, disciplinary action, and grievance procedures; (b) written policy and procedure for conducting searches of residents and all areas of the facility in order to control contraband and locate missing or stolen property; (c) written policy and procedure for reporting absconder; (d) written policy and procedure on the use of physical force and/or restricting, including its use in instances of justifiable self-protection,

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

C. Notify the PPO immediately in the event a client leaves the facility, violates their curfew or fails to report back to the facility after an approved activity.

D. Maintain written safety and emergency policy and procedures, conduct quarterly emergency evacuation/fire drills under varied conditions, annual inspections by local or state fire officials or other qualified person(s), and test the fire detection system on a regular basis; services or evaluation, including Emergency Services, Service Provider agrees to refer client to his/her primary care physician or another Practicing Provider in accordance with the terms and conditions of client's Benefit Plan, if any, if applicable. A client requiring Emergency Services shall also be referred to the "9-1-1" emergency response system, as appropriate.

E. NMCD will review client's length of stay every (6) months for determination to extend length of stay.

F. NMCD reserves the right to conduct searches of the facility.

G. Proposed programs will be required to consider sex offenders on a case-by case basis and provide intensive services on site (substance abuse and/or mental health support, life skills, education, relapse prevention, employment support etc.)

H. Provider will ensure that 3 meals approved by a dietician are served daily to clients in the program.

I. Service Provider shall provide laundry services for clients.

J. Service Provider shall ensure that all basic life needs are met for clients.

K. Service Provider will ensure clients access to medical services.

L. Service Provider will ensure educational access for clients.

M. Service Provider will ensure religious access for clients.

9. Service Provider will provide twenty-four (24) hour supervision by staff for all clients.

### **Other Provider Requirements:**

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

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

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

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

## **ELIGIBILITY FOR SERVICES**

- 1.** Provider shall render services to clients who meet the following eligibility criteria in accordance with NMCD:
  - A. Be a convicted adult felony or a misdemeanor client sentenced in District Court
  - B. Be assessed as requiring services
  - C. Be directly referred by the local Probation and Parole District (PPD) office.
  
- 2.** Provider shall serve clients based on a direct referral from NMCD. Access to services will be on the basis of an electronic referral by NMCD. A written referral will be required when the electronic referral system is inoperative or unavailable. Evidence of the referral must be located in the clinical record of the client.
  
- 3.** Provider shall accept any referred client from NMCD based on NMCD's need and population at the time of referral. Provider must be able to address the varied needs of the population based on each individual's criminal histories, mental health issues and substance addictions.
  
- 4.** Provider shall render services to clients, based on the following:
  - A. Clinical assessment and treatment plan for clinical services
  - B. Service needs assessment and service plan for non-clinical services/care
  - C. Family involvement in treatment with the goal of helping families of clients acquire techniques to enable meaningful interaction with the adult client and, assisting the adult offender and their family in understanding their roles and relationships as part of the solution in keeping the adult client from future interaction with the criminal justice system and/or minimize the propensity of future violence.
  
- 5.** Service Provider shall develop services based on evidence-based practices that are proven to be successful through research methodology and have produced consistent positive patterns of results, such as group treatment for substance abuse, Motivational Interviewing and Cognitive Behavioral Therapy. The following criteria shall be utilized for the implementation of Evidence Based Practices (EBP):
  - A. At least one randomized clinical trial that has shown this practice to be effective;
  - B. The practice either targets behaviors or shows significant effect on behaviors that are generally accepted outcomes; and
  - C. The practice should be specific to the treatment organizations population, including racial, linguistic, geographical and cultural factors – including characteristics specific to the client population.



6. Provider shall disclose the current curriculum and treatment modalities being used during the RFP process and provide to the Community Correction Administration any program or curriculum changes made during the contract period.

### **PROVIDER'S DUTIES OF CARE**

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

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

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

In addition, services provided under this Scope Of Work shall be available evenings and weekends to accommodate work and school schedules of clients; and must be available for the duration of the contract.

### **REPORTING REQUIREMENTS**

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

1. Service Provider shall provide the local Probation/Parole District Offices a monthly written report on each client detailing the services being provided, the clients attendance, behavior while participating in the programming, progress, treatment prognosis, and other information as requested and deemed appropriate by the Probation/Parole Officer (PPO) by the 10th day of the month.
2. In addition, the Service Provider shall ensure the following services are rendered and submit the following documentation/reports (that are satisfactory to the PPO) in the timeframes listed for all clients to the local Probation/Parole District Offices as follows:
  - A. Service Provider shall ensure that all clients are scheduled for a program intake within two (2) days of entry into the program.

- B. Service Provider shall ensure all clients are scheduled to receive clinical interview and assessment within five (5) days of program intake date.
- C. Service Provider shall complete an Individual Treatment Plan for each client and deliver to the PPO within ten (10) days of the clients' arrival to the agency.
- D. Service Provider shall submit a written Individual Program Violation Report for each client, including missed appointments, suspected or actual substance abuse, the use of physical restraint, the need for emergency medical care during programming, and other behaviors or incidents identified by the Provider within twenty-four (24) hours of their respective occurrence, or sooner depending on the severity of the violation. Verbal notification shall be provided within two (2) hours of a serious critical incident.
- E. Service Provider shall submit, in writing, an Individual's Discharge Summary Report to the PPO upon successful or unsuccessful completion of the program.
- F. Service Provider shall submit an Aftercare Recommendation report to the PPO ten (10) days prior to the clients' successful completion.

3. Service Provider shall submit to the local Probation/Parole District Office the following documentation, prior to discharge of client:

- A. Individual Discharge Summary/Aftercare Recommendations
- B. Sex Offender written Relapse Prevention Plans

4. Provider shall participate in evaluations of clients served by the program to include reviews of participants as well as successful and unsuccessful completion outcomes.

5. Service Provider shall maintain confidentiality of all criminal history information provided by NMCD for the purposes of determining programming and shall return all criminal history information to the NMCD upon program discharge. This information includes but is not limited to the Pre and Post Sentence Report, FBI Rap Sheet, Police Reports, Judgment and Sentence, and Institutional History.

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

**SUPERVISORY PROTOCOL FOR LMHC, LPCC, LPC, LCSW, LMSWACP, LMFT, LPAT, LADAC, LSAA, PSYCHOLOGY ASSOCIATE, CLINICAL PSYCHOLOGIST,**

Provider shall follow this Supervisory Protocol for its licensed Psychologist, LPC, LPCC, LCSW, LMSWACP (Clinical Therapist), LADAC. When providing services under this Scope of Work, the Clinical Therapist may be reimbursed when the services are within his/her legal scope of practice and provided in accordance with this Scope of Work and Agreement. This Scope of Work has directed that the Clinical Therapist be nationally licensed.

1. NMCD will provide benefit coverage determinations to a fully credentialed participating provider (referred to as Supervising Clinician) designated to provide clinical supervision to any intern, LADAC or Clinician. The provider has two individuals that can serve as a Supervising Clinician.
2. At all times, the Supervising Clinician shall require the non-credentialed licensed Clinician to comply with the protocols and requirements of NMCD and the requirements of all applicable regulatory authorities.
3. The approved provider will conduct primary source verification of the non-credentialed licensed Clinician's training and education including but not limited to:
  - A. Professional license eligibility
  - B. Minimum of Master's degree in behavioral health or counseling-related field
  - C. Work history – any gaps six months or longer are accounted for
  - D. Past or existing complaints and/or investigations
  - E. Specialized Training, where applicable
4. Non-credentialed licensed Clinicians will practice within the scope of their training and licensing Board requirements; and abide by all ethical principles and conduct of their discipline's licensing Board, of their Supervising Clinician and of their relevant professional association with which they are affiliated.
5. Clients must be informed of the licensure and scope of work of the treating clinician and must sign a written consent to this effect. This Consent form must be maintained in the clients file. Non-independently licensed clinicians must also disclose to the client the name and license of their supervisor.
6. Supervision of Non-credentialed licensed Clinicians are subject to the following requirements:
  - A. Supervising Clinicians who are independently licensed and in good standing in the NMCD network, will provide supervision of non-credentialed licensed Clinicians.
  - B. The supervising clinician must have regular (regular to be defined as at a minimum weekly or biweekly) one-on-one supervision with the non-credentialed clinician to review treatment provided to clients on an ongoing basis. Supervision must be documented in a manner where NMCD can access the information electronically, manually or via direct audit of the client's chart.
  - C. Supervising clinicians will co-sign treatment plans.
  - D. There must be a current, written policy addressing the supervisory protocol utilized at the program.
7. Billing for services must be submitted by the provider and indicate the non-credentialed practitioner in the rendering provider box on the claim. Additionally, all non-Independent practitioners rendering services must have their own individual Share Vendor ID number on file with NMCD for tracking purposes.
8. NMCD may periodically conduct audits to ensure compliance with NMCD policies and

procedures.

9. At the request of NMCD, on no more than a bi-annual basis, Supervising Clinician will provide in writing within thirty (30) days of request, a listing of all non-credentialed clinicians employed by the Provider rendering treatment to NMCD clients.

## **INVOICE**

When the Provider submits invoices, the Provider agrees to provide all required reporting and backup documentation related thereto. If the Provider's Invoice is not properly filled out and complete, it may cause the Provider's reimbursement to be delayed. Faxes and hand delivered invoices will not be accepted. All submissions must be made electronically. The Provider shall submit a completed monthly invoice with thirty (30) days of services rendered in the prior month.

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

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

## **COMPENSATION**

### **1. CLAIMS**

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

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

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

## **2. CONFLICT**

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

**SCOPE OF WORK #13**

**NMCD – RESIDENTIAL TREATMENT SUBSTANCE ABUSE**

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

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

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

**Provider shall provide:**

<b>SERVICES</b>		
<b>Residential Treatment:</b> Provider is contracted to provide the following services to NMCD clients, as referred by the Probation and Parole Officer (PPO).		
<b>Program Location</b>	<b>Expected Capacity</b>	<b>Funding Stream</b>
Any location within the State of New Mexico	As referred by PPO	NMCD
<b>Services Codes:</b>	<b>Modifier</b>	<b>Definition</b>
		Residential Treatment Substance Abuse
<b>NOTES:</b> Placement shall typically be for a six (6) month period, but may be extended upon the request and approval of the local PPD office.		

**Residential Treatment:** The goal of NMCD funded housing programs are to support clients in community reentry by ensuring the clients have a safe and secure residence and all basic needs are being met which reduces client recidivism and increases overall public safety.

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

**2. Pharmacological Support:** If the Provider is licensed, or holds a special permit, to hold and dispense medications from the New Mexico Pharmacy Board or other applicable licensing board,

then the Provider may provide such pharmacological support as it is legally permitted to effectively meet the needs of clients, as deemed appropriate.

**3.** Service Provider shall provide qualified staff to implement this project. Staff shall be licensed in the State of New Mexico and a copy of such license shall be provided to Department prior to initiating services. Service Provider shall ensure that all staff providing direct services will have and maintain the specific license(s) and/or certification(s) during the term of the contract. Licenses and/or certifications shall be made available for review by the Department.

**4.** Service Provider shall provide therapeutic services in the clients' language of literacy.

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

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

A) Initial assessment;

B) Group treatment contract;

C) Policy Handbook and participation requirements for the clients' use;

D) Timely recording of clients' progress notes, costs, attendance (including no-show fees);

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

#### **7. Individualized Plan**

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

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

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

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

**8. Discharge Plan:** The Service Provider shall develop a discharge plan for each client within 30 days of discharge.

**9.** Any abrupt termination of services to a client resulting from a violation of major rules shall be transmitted to NMCD staff immediately.

**10. Court Testimony** – Service Provider agrees to provide testimony in court, if required by NMCD, at no additional cost.

**11. Coordination with NMCD:** Service Provider shall coordinate the following tasks with assigned NMCD staff and shall proceed upon approval by NMCD:

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

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

C) All admissions and discharges from the service;

D) All changes in the intensity of services to be offered to a client;

E) All requests for a referral for special treatment;

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

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

**13. No-Shows:** NMCD will not pay for clients who fail to attend sessions or meetings. Service Provider must notify NMCD of no-shows by Friday of each week.

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

**15. COST**

A. Cost per therapeutic Group Session

B. Cost per individual hour

D. Optional Services Cost per session – Individual Therapy as described in Item #11

E. Optional Services Cost per session – Family therapy as described in Item #11

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

**16.** Service Provider will provide twenty-four (24) hour supervision by staff for all clients.

**PROGRAM AND PERFORMANCE MEASURES**

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

**1. RESIDENTIAL TREATMENT SUBSTANCE ABUSE**



- A. All providers will be held to specific performance review criteria over the life of the contract to ensure that project deliverables as outlined in the RFP and attested to in the Scope of Work are being met. Review of program deliverables will occur at least bi-annually.
- B. Provider shall perform an initial assessment, provide a program orientation and create a Service Plan for each client within five (5) business days of program entry, if not prior.
- C. Provider shall ensure that 100% of resident clients have an individualized Service Plan that shall be approved by PPD.
- D. Provider shall ensure that 100% of resident clients enter into programming for substance addiction.
- E. Provider shall provide a written response to each referral from DOC within fourteen (14) business days of receipt.
- F. By the end of each quarter, all beds shall be filled to at least 80% occupancy, unless the number of referrals provided by NMCD is not adequate to support the 80% utilization rate.
- G. Provider shall ensure that the contracted bed housing capacity is available for occupancy within seven (7) day notice at a rate of 100%.
- H. Provider shall provide employment assistance, including interviewing skills and completing employment applications to any eligible client referred by NMCD.

Performance measures will be evaluated at the time of the program audit and any subsequent follow up audits. If Service Provider fails to successfully meet a performance measure, Service Provider shall be liable to the Agency for liquidated damages in the amount of money associated with that performance measure as follows:

1. Any costs incurred by NMCD to secure alternative housing shall be credited back to NMCD in the current billing month.
2. Any costs for food associated with the per diem rate shall be credited to NMCD if the program menu is not approved by a licensed dietician, nor served within the approved variation of the menu.
3. NMCD may withhold payment on any amounts, which it determines are not a part of the Provider's approved payment schedule.
4. NMCD may withhold payments if the Provider is thirty (30) days delinquent in submitting to the Agency reports and client data which are required of this contract.
5. If Provider fails to provide services in accordance with professional standards of care, Provider will not be paid for such services, or if such services have already been paid for by the NMCD or another agency, Provider shall refund the payment for such services to NMCD.
6. NMCD shall notify the Provider of the amount of the withholding/liquidated damages/refund and the reason therefore within thirty (30) days of such withholding/liquidated damages/refund. Provider may appeal such withholding/liquidated damages/refund and submit justification to NMCD within thirty (30) days of notice of such withholding/liquidated damages/refund. The decision of NMCD shall be final.

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

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

A. Provide 24-hour supervision by staff for all clients.

B. At the time of admission, clients will be provided with (a) program rules, disciplinary action, and grievance procedures; (b) written policy and procedure for conducting searches of residents and all areas of the facility in order to control contraband and locate missing or stolen property; (c) written policy and procedure for reporting absconder; (d) written policy and procedure on the use of physical force and/or restricting, including its use in instances of justifiable self-protection, protection of others, prevention of property damage, and only to the degree that is necessary and in accordance with appropriate statutory authority; and (e) written policy and procedure prohibiting the use of personal abuse and corporal punishment, and specifically noting that clients are not subject to unusual punishment, mental abuse, or punitive interference with the daily functions of living, such as eating or sleeping.

C. Notify the PPO immediately in the event a client leaves the facility, violates their curfew or fails to report back to the facility after an approved activity.

D. Maintain written safety and emergency policy and procedures, conduct quarterly emergency evacuation/fire drills under varied conditions, annual inspections by local or state fire officials or other qualified person(s), and test the fire detection system on a regular basis; services or evaluation, including Emergency Services, Service Provider agrees to refer client to his/her primary care physician or another Practicing Provider in accordance with the terms and conditions of client's Benefit Plan, if any, if applicable. A client requiring Emergency Services shall also be referred to the "9-1-1" emergency response system, as appropriate.

E. NMCD will review client's length of stay every (6) months for determination to extend length of stay.

F. NMCD reserves the right to conduct searches of the facility.

G. Proposed programs will be required to consider sex clients on a case-by case basis and provide intensive services on site (substance abuse and/or mental health support, life skills, education, relapse prevention, employment support etc.)

H. Provider will ensure that 3 meals approved by a dietician are served daily to clients in the program.

I. Service Provider shall provide laundry services for clients.

J. Service Provider shall ensure that all basic life needs are met for clients.

K. Service Provider will ensure clients access to medical services.

L. Service Provider will ensure educational access for clients.

M. Service Provider will ensure religious access for clients.

9. Service Provider will provide twenty-four (24) hour supervision by staff for all clients.

**Other Provider Requirements:**

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

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

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

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

**ELIGIBILITY FOR SERVICES**

1. Provider shall render services to clients who meet the following eligibility criteria in accordance with NMCD:
  - A. Be a convicted adult felony or a misdemeanor client sentenced in District Court
  - B. Be assessed as requiring services
  - C. Be directly referred by the local Probation and Parole District (PPD) office.
2. Provider shall serve clients based on a direct referral from NMCD. Access to services will be on the basis of an electronic referral by NMCD. A written referral will be required when the electronic referral system is inoperative or unavailable. Evidence of the referral must be located in the clinical record of the client.
3. Provider shall accept any referred client from NMCD based on NMCD's need and population at the time of referral. Provider must be able to address the varied needs of the population based on each individual's criminal histories, mental health issues and substance addictions.
4. Provider shall render services to clients, based on the following:
  - A. Clinical assessment and treatment plan for clinical services
  - B. Service needs assessment and service plan for non-clinical services/care
  - C. Family involvement in treatment with the goal of helping families of clients acquire techniques to enable meaningful interaction with the adult client and, assisting the adult client and his family in understanding their roles and relationships as part of the solution in keeping the adult client

from future interaction with the criminal justice system and/or minimize the propensity of future violence.

**5.** Service Provider shall develop services based on evidence-based practices that are proven to be successful through research methodology and have produced consistent positive patterns of results, such as group treatment for substance abuse, Motivational Interviewing and Cognitive Behavioral Therapy. The following criteria shall be utilized for the implementation of Evidence Based Practices (EBP):

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

B. The practice either targets behaviors or shows significant effect on behaviors that are generally accepted outcomes; and

C. The practice should be specific to the treatment organizations population, including racial, linguistic, geographical and cultural factors – including characteristics specific to the client population.

**6.** Provider shall disclose the current curriculum and treatment modalities being used during the RFP process and provide to the Community Correction Administration any program or curriculum changes made during the contract period.

#### **PROVIDER'S DUTIES OF CARE**

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

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

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

#### **REPORTING REQUIREMENTS**

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

- 1.** Service Provider shall provide the local Probation/Parole District Offices a monthly written report on each client detailing the services being provided, the clients attendance, behavior while participating in the programming, progress, treatment prognosis, and other information as requested and deemed appropriate by the Probation/Parole Officer (PPO) by the 10th day of the month.
  
- 2.** In addition, the Service Provider shall ensure the following services are rendered and submit the following documentation/reports (that are satisfactory to the PPO) in the timeframes listed for all clients to the local Probation/Parole District Offices as follows:
  - A.** Service Provider shall ensure that all clients are scheduled for a program intake within two (2) days of entry into the program.
  - B.** Service Provider shall ensure all clients are scheduled to receive clinical interview and assessment within five (5) days of program intake date.
  - C.** Service Provider shall complete an Individual Treatment Plan for each client and deliver to the PPO within ten (10) days of the clients' arrival to the agency.
  - D.** Service Provider shall submit a written Individual Program Violation Report for each client, including missed appointments, suspected or actual substance abuse, the use of physical restraint, the need for emergency medical care during programming, and other behaviors or incidents identified by the Provider within twenty-four (24) hours of their respective occurrence, or sooner depending on the severity of the violation. Verbal notification shall be provided within two (2) hours of a serious critical incident.
  - E.** Service Provider shall submit, in writing, an Individual's Discharge Summary Report to the PPO upon successful or unsuccessful completion of the program.
  - F.** Service Provider shall submit an Aftercare Recommendation report to the PPO ten (10) days prior to the clients' successful completion.
  
- 3.** Service Provider shall submit to the local Probation/Parole District Office the following documentation, prior to discharge of client:
  - A.** Individual Discharge Summary/Aftercare Recommendations
  - B.** Substance Abuse Relapse Prevention Plan
  
- 4.** Provider shall participate in evaluations of clients served by the program to include reviews of participants as well as successful and unsuccessful completion outcomes.
  
- 5.** Service Provider shall maintain confidentiality of all criminal history information provided by NMCD for the purposes of determining programming and shall return all criminal history information to the NMCD upon program discharge. This information includes but is not limited to the Pre and Post Sentence Report, FBI Rap Sheet, Police Reports, Judgment and Sentence, and Institutional History.
  
- 6.** Service Provider shall conduct a character and criminal background investigation on all current and potential employees at the time of initial application and periodically, as requested by NMCD. A history of involvement with the criminal justice system will not automatically disqualify an individual from employment, unless otherwise stipulated by federal, state and local laws and regulations. However, the Provider must contact the Community Corrections office prior to extending a job offer to any candidate for employment that has a criminal history for review and

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

**SUPERVISORY PROTOCOL FOR LMHC, LPCC, LPC, LCSW, LMSWACP, LMFT, LPAT, LADAC, LSAA, PSYCHOLOGY ASSOCIATE, CLINICAL PSYCHOLOGIST,**

Provider shall follow this Supervisory Protocol for its licensed Psychologist, LPC, LPCC, LCSW, LMSWACP (Clinical Therapist), LADAC. When providing services under this Scope of Work, the Clinical Therapist may be reimbursed when the services are within his/her legal scope of practice and provided in accordance with this Scope of Work and Agreement. This Scope of Work has directed that the Clinical Therapist be nationally licensed.

**1.** NMCD will provide benefit coverage determinations to a fully credentialed participating provider (referred to as Supervising Clinician) designated to provide clinical supervision to any intern, LADAC or Clinician. The provider has two individuals that can serve as a Supervising Clinician.

**2.** At all times, the Supervising Clinician shall require the non-credentialed licensed Clinician to comply with the protocols and requirements of NMCD and the requirements of all applicable regulatory authorities.

**3.** The approved provider will conduct primary source verification of the non-credentialed licensed Clinician's training and education including but not limited to:

- A. Professional license eligibility
- B. Minimum of Master's degree in behavioral health or counseling-related field
- C. Work history – any gaps six months or longer are accounted for
- D. Past or existing complaints and/or investigations
- E. Specialized Training, where applicable

**4.** Non-credentialed licensed Clinicians will practice within the scope of their training and licensing Board requirements; and abide by all ethical principles and conduct of their discipline's licensing Board, of their Supervising Clinician and of their relevant professional association with which they are affiliated.

**5.** Clients must be informed of the licensure and scope of work of the treating clinician and must sign a written consent to this effect. This Consent form must be maintained in the clients file. Non-independently licensed clinicians must also disclose to the client the name and license of their supervisor.

**6.** Supervision of Non-credentialed licensed Clinicians are subject to the following requirements:

- A. Supervising Clinicians who are independently licensed and in good standing in the NMCD network, will provide supervision of non-credentialed licensed Clinicians.
- B. The supervising clinician must have regular (regular to be defined as at a minimum weekly or biweekly) one-on-one supervision with the non-credentialed clinician to review treatment provided to clients on an ongoing basis. Supervision must be

documented in a manner where NMCD can access the information electronically, manually or via direct audit of the client's chart.

C. Supervising clinicians will co-sign treatment plans.

D. There must be a current, written policy addressing the supervisory protocol utilized at the program.

7. Billing for services must be submitted by the provider and indicate the non-credentialed practitioner in the rendering provider box on the claim. Additionally, all non-Independent practitioners rendering services must have their own individual Share Vendor ID number on file with NMCD for tracking purposes.

8. NMCD may periodically conduct audits to ensure compliance with NMCD policies and procedures.

9. At the request of NMCD, on no more than a bi-annual basis, Supervising Clinician will provide in writing within thirty (30) days of request, a listing of all non-credentialed clinicians employed by the Provider rendering treatment to NMCD clients.

## **INVOICE**

When the Provider submits invoices, the Provider agrees to provide all required reporting and backup documentation related thereto. If the Provider's Invoice is not properly filled out and complete, it may cause the Provider's reimbursement to be delayed. Faxes and hand delivered invoices will not be accepted. All submissions must be made electronically. The Provider shall submit a completed monthly invoice with thirty (30) days of services rendered in the prior month.

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

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

## **COMPENSATION**

### **1. CLAIMS**

When the Provider submits claims for billing under this program, the Provider's State Agency Fee Schedule will set forth the permitted billing codes, including but not limited to, CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier, and

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

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

## **2. CONFLICT**

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



**SCOPE OF WORK #14**

**NMCD RESIDENTIAL TREATMENT MENTAL HEALTH/SPECIAL NEEDS**

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

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

Provider shall render a comprehensive array of mental health services and medically monitored evaluation care and treatment for clients with mental health diagnoses under NMCD supervision, probation or parole. All services must be delivered and provided by adequately trained, licensed and qualified staff in accordance with all the applicable credentialing and licensing requirements, and in compliance with the NMCD, as follows:

**Provider shall provide:**

<b>SERVICES</b>		
<b>Residential Treatment Mental Health:</b> Provider is contracted to provide the following services to NMCD clients, as referred by the Probation and Parole Officer (PPO).		
<b>Program Location</b>	<b>Expected Capacity</b>	<b>Funding Stream</b>
Any location within the State of New Mexico	As referred by PPO	NMCD
<b>Services Codes:</b>	<b>Modifier</b>	<b>Definition</b>
		Residential Treatment Mental Health
<b>NOTES:</b> Placement shall typically be for a six (6) month period, but may be extended upon the request and approval of the local PPD office.		

**Residential Treatment:** The goal of NMCD funded housing programs are to support clients in community reentry by ensuring the clients have a safe and secure residence and all basic needs are being met which reduces client recidivism and increases overall public safety.

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

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

**3.** Service Provider shall provide qualified staff to implement this project. Staff shall be licensed in the State of New Mexico and a copy of such license shall be provided to Department prior to initiating services. Service Provider shall ensure that all staff providing direct services will have and maintain the specific license(s) and/or certification(s) during the term of the contract. Licenses and/or certifications shall be made available for review by the Department.

**4.** Service Provider shall provide therapeutic services in the clients' language of literacy.

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

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

- A) Initial assessment;
- B) Group treatment contract;
- C) Policy Handbook and participation requirements for the clients' use;
- D) Timely recording of clients' progress notes, costs, attendance (including no-show fees);

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

#### **7. Individualized Plan**

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

- A) The individualized plan shall specify individual clients' problems and procedures for attaining change with behavioral outcomes;
- B) Progress reports shall be submitted to the Department no later than the 10th of each month. Progress reports shall contain a brief narrative of each client's work in all sessions and progress toward goals. If the Service Provider fails to submit the progress reports by the 10th of each month, the current invoice payment shall be withheld until the time that progress notes are received;
- C) The individualized plan shall be reviewed by both the Service Provider and Department staff on a routine basis to determine necessary modifications of treatment.

**8. Discharge Plan:** The Service Provider shall develop a discharge plan for each client within 30 days of discharge.

**9.** Any abrupt termination of services to a client resulting from a violation of major rules shall be transmitted to NMCD staff immediately.

**10.** Court Testimony – Service Provider agrees to provide testimony in court, if required by NMCD, at no additional cost.

**11.** Coordination with NMCD: Service Provider shall coordinate the following tasks with assigned NMCD staff and shall proceed upon approval by NMCD:

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

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

C) All admissions and discharges from the service;

D) All changes in the intensity of services to be offered to a client;

E) All requests for a referral for special treatment;

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

G) All Service Provider therapy sessions will be held at facilities agreed to by both Department and the Service Provider.

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

**13.** No-Shows: NMCD will not pay for clients who fail to attend sessions or meetings. Service Provider must notify NMCD of no-shows by Friday of each week.

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

**15. COST**

A. Cost per therapeutic Group Session

B. Cost per individual hour

D. Optional Services Cost per session – Individual Therapy as described in Item #11

E. Optional Services Cost per session – Family therapy as described in Item #11

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

**16.** Service Provider will provide twenty-four (24) hour supervision by staff for all clients.

**PROGRAM AND PERFORMANCE MEASURES**

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

**1. RESIDENTIAL TREATMENT MENTAL HEALTH/SPECIAL NEEDS**

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

- B. Provider shall perform an initial assessment, provide a program orientation and create a Service Plan for each client within five (5) business days of program entry, if not prior.
- C. Provider shall ensure that 100% of resident clients have an individualized Service Plan that shall be approved by PPD.
- D. Provider shall ensure that 100% of resident clients enter into programming for mental health treatment.
- E. Provider shall provide a written response to each referral from DOC within fourteen (14) business days of receipt.
- F. By the end of each quarter, all beds shall be filled to at least 80% occupancy, unless the number of referrals provided by NMCD is not adequate to support the 80% utilization rate.
- G. Provider shall ensure that the contracted bed housing capacity is available for occupancy within seven (7) day notice at a rate of 100%.
- H. Provider shall provide employment assistance, including interviewing skills and completing employment applications to any eligible client referred by NMCD.

Performance measures will be evaluated at the time of the program audit and any subsequent follow up audits. If Service Provider fails to successfully meet a performance measure, Service Provider shall be liable to the Agency for liquidated damages in the amount of money associated with that performance measure as follows:

1. Any costs incurred by NMCD to secure alternative housing shall be credited back to NMCD in the current billing month.
2. Any costs for food associated with the per diem rate shall be credited to NMCD if the program menu is not approved by a licensed dietician, nor served within the approved variation of the menu.
3. NMCD may withhold payment on any amounts, which it determines are not a part of the Provider's approved payment schedule.
4. NMCD may withhold payments if the Provider is thirty (30) days delinquent in submitting to the Agency reports and client data which are required of this contract.
5. If Provider fails to provide services in accordance with professional standards of care, Provider will not be paid for such services, or if such services have already been paid for by the NMCD or another agency, Provider shall refund the payment for such services to NMCD.
6. NMCD shall notify the Provider of the amount of the withholding/liquidated damages/refund and the reason therefore within thirty (30) days of such withholding/liquidated damages/refund. Provider may appeal such withholding/liquidated damages/refund and submit justification to NMCD within thirty (30) days of notice of such withholding/liquidated damages/refund. The decision of NMCD shall be final.
7. In the event that liquidated damages are assessed or a refund is requested, NMCD may choose to deduct the liquidated damages or refund from a subsequent payment or the Provider will credit or pay the liquidated damages or refund within thirty (30) days of termination of contract.

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

A. Provide 24-hour supervision by staff for all clients.

B. At the time of admission, clients will be provided with (a) program rules, disciplinary action, and grievance procedures; (b) written policy and procedure for conducting searches of residents and all areas of the facility in order to control contraband and locate missing or stolen property; (c) written policy and procedure for reporting absconder; (d) written policy and procedure on the use of physical force and/or restricting, including its use in instances of justifiable self-protection, protection of others, prevention of property damage, and only to the degree that is necessary and in accordance with appropriate statutory authority; and (e) written policy and procedure prohibiting the use of personal abuse and corporal punishment, and specifically noting that clients are not subject to unusual punishment, mental abuse, or punitive interference with the daily functions of living, such as eating or sleeping.

C. Notify the PPO immediately in the event a client leaves the facility, violates their curfew or fails to report back to the facility after an approved activity.

D. Maintain written safety and emergency policy and procedures, conduct quarterly emergency evacuation/fire drills under varied conditions, annual inspections by local or state fire officials or other qualified person(s), and test the fire detection system on a regular basis; services or evaluation, including Emergency Services, Service Provider agrees to refer client to his/her primary care physician or another Practicing Provider in accordance with the terms and conditions of client's Benefit Plan, if any, if applicable. A client requiring Emergency Services shall also be referred to the "9-1-1" emergency response system, as appropriate.

E. NMCD will review client's length of stay every (6) months for determination to extend length of stay.

F. NMCD reserves the right to conduct searches of the facility.

G. Proposed programs will be required to consider sex clients on a case-by case basis and provide intensive services on site (substance abuse and/or mental health support, life skills, education, relapse prevention, employment support etc.)

H. Provider will ensure that 3 meals approved by a dietician are served daily to clients in the program.

I. Service Provider shall provide laundry services for clients.

J. Service Provider shall ensure that all basic life needs are met for clients.

K. Service Provider will ensure clients access to medical services.

L. Service Provider will ensure educational access for clients.

M. Service Provider will ensure religious access for clients.

9. Service Provider will provide twenty-four (24) hour supervision by staff for all clients.

**Other Provider Requirements:**

**PREA Compliance:** The Contractor shall follow and enforce the Department's Prison Rape Elimination Act (PREA) policies which mandate reporting and treatment for abuse or neglect of all inmates in the secure institutions. *The Prison Rape Elimination Act (PREA) is federal law, Public Law 108-79, signed into law in September 2003 by the President of the United States and now designated as 42 USC § 15601. PREA establishes a zero- tolerance standard against sexual*

*assaults and rapes of incarcerated persons of any age. This makes the prevention of sexual assault in Department institutions a top priority. PREA sets a standard that protects the Eighth Amendment right (Constitutional right prohibiting cruel or unusual punishment) of Federal, State, and local inmates.*

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

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

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

## **ELIGIBILITY FOR SERVICES**

1. Provider shall render services to clients who meet the following eligibility criteria, in accordance with NMCD:
  - A. Be a convicted adult felony or a misdemeanor client sentenced in District Court
  - B. Be assessed as requiring services
  - C. Be directly referred by the local Probation and Parole District (PPD) office.
2. Provider shall serve clients based on a direct referral from NMCD. Access to services will be on the basis of an electronic referral by NMCD. A written referral will be required when the electronic referral system is inoperative or unavailable. Evidence of the referral must be located in the clinical record of the client.
3. Provider shall accept any referred client from NMCD based on NMCD's need and population at the time of referral. Provider must be able to address the varied needs of the population based on each individual's criminal histories, mental health issues and substance addictions.
4. Provider shall render services to clients, based on the following:
  - A. A clinical assessment and treatment plan for clinical services;
  - B. A service needs assessment and service plan for non-clinical services/care; and
  - C. Family involvement in treatment with the goal of helping families of clients acquire techniques to enable meaningful interaction with the adult client and, assisting the adult client and his family in understanding their roles and relationships as part of the solution in keeping the adult client from future interaction with the criminal justice system and/or minimize the propensity of future violence.
5. Provider shall develop services based on evidence-based practices that are proven to be successful through research methodology and have produced consistent positive patterns of results, such as group treatment for substance abuse, Motivational Interviewing and Cognitive

Behavioral Therapy. The following criteria shall be utilized for the implementation of Evidence Based Practices (EBP):

- A. At least one randomized clinical trial that has shown this practice to be effective;
- B. The practice either targets behaviors or shows significant effect on behaviors that are generally accepted outcomes; and
- C. The practice should be specific to the treatment organizations population, including racial, linguistic, geographical and cultural factors – including characteristics specific to the client population.

6. Provider shall disclose the current curriculum and treatment modalities being used during the RFP process and provide to the Community Correction Administration any program or curriculum changes made during the contract period.

### **PROVIDER'S DUTIES OF CARE**

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

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

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

In addition, services provided under this Scope Of Work shall be available evenings and weekends to accommodate work and school schedules of clients; and must be available for the duration of the contract.

### **REPORTING REQUIREMENTS**

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

1. Provider shall provide the local Probation/Parole District Offices a monthly written report on each client detailing the services being provided, the clients attendance, behavior while participating in the programming, progress, treatment prognosis, and other information as

requested and deemed appropriate by the Probation/Parole Officer (PPO) by the 10th day of the month.

2. In addition, the Provider shall ensure the following services are rendered and submit the following documentation/reports (that are satisfactory to the PPO) in the timeframes listed for all clients to the local Probation/Parole District Offices as follows:

A. Provider shall ensure that all clients are scheduled for a program intake within two (2) days of entry into the program.

B. Provider shall ensure all clients are scheduled to receive clinical interview and assessment within five (5) days of program intake date.

C. Provider shall complete an Individual Treatment Plan for each client and deliver to the PPO within ten (10) days of the clients' arrival to the agency.

D. Provider shall submit a written Individual Program Violation Report for each client, including missed appointments, suspected or actual substance abuse, the use of physical restraint, the need for emergency medical care during programming, and other behaviors or incidents identified by the Provider within twenty-four (24) hours of their respective occurrence, or sooner depending on the severity of the violation. Verbal notification shall be provided within two (2) hours of a serious critical incident.

E. Provider shall submit, in writing, an Individual's Discharge Summary Report to the PPO upon successful or unsuccessful completion of the program.

F. Provider shall submit an Aftercare Recommendation report to the PPO ten (10) days prior to the clients' successful completion.

3. Provider shall submit to the local Probation/Parole District Office the following documentation, prior to discharge of client:

A. Individual Discharge Summary/Aftercare Recommendations

4. Provider shall participate in evaluations of clients served by the program to include reviews of participants as well as successful and unsuccessful completion outcomes.

5. Provider shall maintain confidentiality of all criminal history information provided by NMCD for the purposes of determining programming and shall return all criminal history information to the NMCD upon program discharge. This information includes but is not limited to the Pre and Post Sentence Report, FBI Rap Sheet, Police Reports, Judgment and Sentence, and Institutional History.

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



**SUPERVISORY PROTOCOL FOR LMHC, LPCC, LPC, LCSW, LMSWACP, LMFT, LPAT, LADAC, LSAA, PSYCHOLOGY ASSOCIATE, CLINICAL PSYCHOLOGIST,**

Provider shall follow this Supervisory Protocol for its licensed Psychologist, LPC, LPCC, LCSW, LMSWACP (Clinical Therapist), LADAC. When providing services under this Scope of Work, the Clinical Therapist may be reimbursed when the services are within his/her legal scope of practice and provided in accordance with this Scope of Work and Agreement. This Scope of Work has directed that the Clinical Therapist be nationally licensed.

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

the program.

7. Billing for services must be submitted by the provider and indicate the non-credentialed practitioner in the rendering provider box on the claim. Additionally, all non-Independent practitioners rendering services must have their own individual Share Vendor ID number on file with NMCD for tracking purposes.

8. NMCD may periodically conduct audits to ensure compliance with NMCD policies and procedures.

9. At the request of NMCD, on no more than a bi-annual basis, Supervising Clinician will provide in writing within thirty (30) days of request, a listing of all non-credentialed clinicians employed by the Provider rendering treatment to NMCD clients.

## **INVOICE**

When the Provider submits invoices, the Provider agrees to provide all required reporting and backup documentation related thereto. If the Provider's Invoice is not properly filled out and complete, it may cause the Provider's reimbursement to be delayed. Faxes and hand delivered invoices will not be accepted. All submissions must be made electronically. The Provider shall submit a completed monthly invoice with thirty (30) days of services rendered in the prior month.

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

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

## **COMPENSATION**

### **1. CLAIMS**

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

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

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

## **2. CONFLICT**

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

**SCOPE OF WORK #15**

**NMCD – PEER-LED SUPPORTIVE HOUSING**

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

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

For the purpose of this RFP, *Peer-Led Supportive Housing* is defined as an NMCD funded program that provides temporary (generally up to six (6) months) housing for clients in need of a stable living environment and provides support for a transition to independent living through peer engagement and peer support services. Peer-Led Supportive Housing should assist clients in transitioning from incarceration, obtaining community referrals, employment, vital records, budget management and AA/NA meetings, if necessary.

**Provider shall provide:**

<b>SERVICES</b>		
Peer-Led Supportive Housing: Provider is contracted to provide the following services to NMCD clients, as referred by the Probation and Parole Officer (PPO).		
<b>Program Location</b>	<b>Expected Capacity</b>	<b>Funding Stream</b>
Any location within the State of New Mexico	As referred by PPO	NMCD
<b>Services Codes:</b>	<b>Modifier</b>	<b>Definition</b>
		Peer-Led Supportive Housing
<b>NOTES:</b> Placement shall typically be for a six (6) month period, but may be extended upon the request and approval of the local PPD office.		

**Peer-Led Supportive Housing:** The goal of NMCD funded housing programs are to support clients in community reentry by ensuring the clients have a safe and secure residence and all basic needs are being met which reduces client recidivism and increases overall public safety.

1. Service Provider shall provide qualified staff to implement this project. If applicable, Staff shall be licensed in the State of New Mexico either as a Certified Peer Support Worker or other Therapeutic provider and a copy of such license shall be provided to Department prior to initiating services. Service Provider shall ensure that all staff providing direct services will have and maintain the specific license(s) and/or certification(s) during the term of the contract. Licenses and/or certifications shall be made available for review by the Department.
2. Service Provider shall provide services in the clients' language of literacy.
3. Service Provider shall provide all necessary personnel, equipment, materials/workbooks, supplies, facilities, and services to meet the specifications described in this RFP.
4. Any abrupt termination of services to a client resulting from a violation of major rules shall be transmitted to NMCD staff immediately.
5. Court Testimony – Service Provider agrees to provide testimony in court, if required by NMCD, at no additional cost.
6. Service Provider shall submit the monthly invoice, on NMCD approved forms by the tenth (10) day of each month.
7. Availability of Funds: The resulting contract for services is subject to the availability of State funds as appropriated by the State Legislature and as made available to the Department by the NMCD *For the express purpose of providing* the services specified herein.
8. Service Provider will provide twenty-four (24) hour supervision by staff for all clients.
9. Service Provider should have peers (individuals formally involved in the criminal justice system) on staff or the program should be solely operated by peers.

## **PROGRAM AND PERFORMANCE MEASURES**

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

### **1. PEER-LED SUPPORTIVE HOUSING**

- A. All providers will be held to specific performance review criteria over the life of the contract to ensure that project deliverables as outlined in the RFP and attested to in the Scope of Work are being met. Review of program deliverables will occur at least bi-annually.
- B. Provider shall perform an initial intake, provide a program orientation for each client within five (5) business days of program entry, if not prior.
- C. Provider shall ensure that 100% of resident clients obtain peer support services for assistance with reintegration which can include activities like assistance in obtaining vital documents, assistance with information about education and/or employment opportunities, assistance with locating permanent housing, help navigating technology in cell phones, tablets and computers, etc.

- D. Provider shall provide a written response to each referral from DOC within fourteen (14) business days of receipt.
- E. By the end of each quarter, all beds shall be filled to at least 80% occupancy, unless the number of referrals provided by NMCD is not adequate to support the 80% utilization rate.
- F. Provider shall ensure that the contracted bed housing capacity is available for occupancy within seven (7) day notice at a rate of 100%.
- G. Provider shall provide employment assistance, to include assisting in completing employment applications, to any eligible client referred by NMCD.

Performance measures will be evaluated at the time of the program audit and any subsequent follow up audits. If Service Provider fails to successfully meet a performance measure, Service Provider shall be liable to the Agency for liquidated damages in the amount of money associated with that performance measure as follows:

1. Any costs incurred by NMCD to secure alternative housing shall be credited back to NMCD in the current billing month.
2. If food is provided by the program: Any costs for food associated with the per diem rate shall be credited to NMCD if the program menu is not approved by a licensed dietician, nor served within the approved variation of the menu.
3. NMCD may withhold payment on any amounts, which it determines are not a part of the Provider's approved payment schedule.
4. NMCD may withhold payments if the Provider is thirty (30) days delinquent in submitting to the Agency reports and client data which are required of this contract.
5. If Provider fails to provide services in accordance with professional standards of care, Provider will not be paid for such services, or if such services have already been paid for by the NMCD or another agency, Provider shall refund the payment for such services to NMCD.
6. NMCD shall notify the Provider of the amount of the withholding/liquidated damages/refund and the reason therefore within thirty (30) days of such withholding/liquidated damages/refund. Provider may appeal such withholding/liquidated damages/refund and submit justification to NMCD within thirty (30) days of notice of such withholding/liquidated damages/refund. The decision of NMCD shall be final.
7. In the event that liquidated damages are assessed or a refund is requested, NMCD may choose to deduct the liquidated damages or refund from a subsequent payment or the Provider will credit or pay the liquidated damages or refund within thirty (30) days of termination of contract.
8. Service is inclusive of provisions for room and board assistance with daily living activities, such as locating employment, developing vocational/employment skills, and securing permanent housing. Service also requires the following administrative components to be implemented:

- A. Provide 24-hour supervision for all clients either through onsite peer support workers or resident managers and/or through video surveillance during non-business hours.
- B. At the time of admission, clients will be provided with (a) program rules, disciplinary action, and grievance procedures; (b) written policy and procedure for conducting searches of residents and all areas of the facility in order to control contraband and locate missing or stolen property; (c) written policy and procedure for reporting absconder; (d) written policy and procedure on the use of physical force and/or restricting, including its use in instances of justifiable self-protection, protection of others, prevention of property damage, and only to the degree that is necessary and in accordance with appropriate statutory authority; and (e) written policy and procedure prohibiting the use of personal abuse and corporal punishment, and specifically noting that clients are not subject to unusual punishment, mental abuse, or punitive interference with the daily functions of living, such as eating or sleeping.
- C. Notify the PPO immediately in the event a client leaves the facility, violates their curfew or fails to report back to the facility after an approved activity.
- D. Maintain written safety and emergency policy and procedures, conduct quarterly emergency evacuation/fire drills under varied conditions, annual inspections by local or state fire officials or other qualified person(s), and test the fire detection system on a regular basis; services or evaluation, including Emergency Services, Service Provider agrees to refer client to his/her primary care physician or another Practicing Provider in accordance with the terms and conditions of client's Benefit Plan, if any, if applicable. A client requiring Emergency Services shall also be referred to the "9-1-1" emergency response system, as appropriate.
- E. NMCD will review client's length of stay every (6) months for determination to extend length of stay.
- F. NMCD reserves the right to conduct searches of the facility.
- G. If food is provided by the program, Provider will ensure that 3 meals approved by a dietician are served daily to clients in the program.
- H. Service Provider shall provide laundry services for clients.
- I. Service Provider shall ensure that all basic life needs are met for clients.
- J. Service Provider will ensure clients access to medical services.
- K. Service Provider will ensure educational access for clients.
- L. Service Provider will ensure religious access for clients.

**Other Provider Requirements:**

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

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

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

**Enrollment:** Enrollment is based on ordered conditions, known history and/or needs assessment.

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

## **ELIGIBILITY FOR SERVICES**

**1.** Provider shall render services to clients who meet the following eligibility criteria in accordance with NMCD:

- A. Be a convicted adult felony or a misdemeanor client sentenced in District Court
- B. Be assessed as requiring services
- C. Be directly referred by the local Probation and Parole District (PPD) office.

**2.** Provider shall serve clients based on a direct referral from NMCD. Access to services will be on the basis of an electronic referral by NMCD. A written referral will be required when the electronic referral system is inoperative or unavailable. Evidence of the referral must be located in the clinical record of the client.

**3.** Provider shall accept any referred client from NMCD based on NMCD's need and population at the time of referral. Provider must be able to address the varied needs of the population based on each individual's criminal histories, mental health issues and substance addictions.

## **PROVIDER'S DUTIES OF CARE**

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

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

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



In addition, services provided under this Scope Of Work shall be available evenings and weekends to accommodate work and school schedules of clients; and must be available for the duration of the contract.

### **REPORTING REQUIREMENTS**

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

1. Service Provider shall ensure the following services are rendered and submit the following documentation/reports (that are satisfactory to the PPO) in the timeframes listed for all clients to the local Probation/Parole District Offices as follows:
  - A. Service Provider shall ensure that all clients are scheduled for an intake within two (2) to five (5) days of entry into the program.
  - B. Service Provider shall submit a written report for each client, including missed curfew, suspected or actual substance abuse, the use of physical restraint, the need for emergency medical care during programming, and other behaviors or incidents identified by the Provider within twenty-four (24) hours of their respective occurrence, or sooner depending on the severity of the violation. Verbal notification shall be provided within two (2) hours of a serious critical incident.
  - C. Service Provider shall submit, in writing, an Individual's Discharge Summary to the PPO upon unsuccessful discharge from the program.
2. Provider shall participate in evaluations of clients served by the program to include reviews of participants as well as successful and unsuccessful completion outcomes.
3. Service Provider shall maintain confidentiality of all criminal history information provided by NMCD for the purposes of determining programming and shall return all criminal history information to the NMCD upon program discharge.
4. Service Provider shall conduct a character and criminal background investigation on all current and potential employees at the time of initial application and periodically, as requested by NMCD. A history of involvement with the criminal justice system will not automatically disqualify an individual from employment, unless otherwise stipulated by federal, state and local laws and regulations. However, the Service Provider must contact the Community Corrections office prior to extending a job offer to any candidate for employment that has a criminal history for review and consultation. Provider shall also have policies and procedures in place for determining an applicant's or employee's appropriateness for employment.

### **INVOICE**

When the Provider submits invoices, the Provider agrees to provide all required reporting and backup documentation related thereto. If the Provider's Invoice is not properly filled out and complete, it may cause the Provider's reimbursement to be delayed. Faxes and hand delivered invoices will not be accepted. All submissions must be made electronically. The Provider shall submit a completed monthly invoice with thirty (30) days of services rendered in the prior month.

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

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

## **COMPENSATION**

### **1. CLAIMS**

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

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

### **2. CONFLICT**

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