

New Mexico Corrections Department

REQUEST FOR INFORMATION

INMATE HEALTH SERVICES



RFI# 25-770-1300-00001

RFI Release Date: Friday, April 12, 2024

Responses Due Tuesday, June 25, 2024

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR INFORMATION

The purpose of the Request for Information (RFI) is to gather information and solicit responding data for the purpose of conducting thorough reviews of potential service providers. Data collected will be used to establish a contract through negotiations for the procurement of Inmate Medical, Inmate Mental Health, and Inmate Behavioral Health Services for a term of 4 (Four) years with added benefits to extend for two additional years if proven most advantageous to the New Mexico Corrections Department (NMCD). NMCD also referred to as the Agency in this RFI, is seeking a qualified Respondent that has proven experience and expertise to perform services described in this request for information. Services will be provided to both female and male inmates in 9 adult prison facilities within New Mexico boundaries. This document provides information related to the SOW, the procedure, and criteria by which the Vendor(s) will be selected, and the contractual terms which will govern the relationship between the State of New Mexico (“State”) and the awarded Vendor.

B. BACKGROUND INFORMATION

The NMCD’s purpose for this process is to create a collaborative environment where custody and health care staff improve the quality of medical services in New Mexico prisons, to meet constitutional standards while reducing avoidable morbidity and mortality. NMCD has adopted seven goals that are necessary for the NMCD’s health care program to attain constitutionally acceptable and sustainable levels. The goals are:

1. Ensure timely access to health care services.
2. Establish a prison medical program addressing the full continuum of health care services.
3. Recruit, train, and retain a quality, professional medical and mental health workforce.
4. Implement a quality assurance and continuous improvement program.
5. Establish a medical support infrastructure.
6. Provide necessary clinical and administrative facilities; and
7. Establish and maintain open communication between NMCD and the contractor so that flexibility and innovation are encouraged.

The goals encompass key aspects of NMCD’s health care protocol.

The New Mexico’s purchasing statute 13-1-98.1 Hospital and Health Care Exemption avails the NMCD to procure these services by way of an exemption from a competitive procurement process when an agreement for the purpose of creating a network of health care providers or jointly operating a common health care service with an organization is likely to reduce healthcare costs, improve quality of care or improve access to care.

The NMCD believes that this exemption is likely to provide a more efficient and speedier contractual process.

C. SCOPE OF PROCUREMENT

The State of New Mexico Corrections Department (NMCD) seeks a qualified, experienced vendor to provide comprehensive correctional health care services to incarcerated individual across all NMCD facilities as defined in the Scope of Work.

This RFI may result in multiple awards.

D. PROCUREMENT MANAGER

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

Name: Kathleen Branchal Garcia Procurement Manager
4337 State Rd. 14, Santa Fe, NM 87508
P.O. Box 27116, Santa Fe, NM 87502-0116
Telephone: (505) 469-3540
Email: Kathleen.branchalgarcia@cd.nm.gov

1. **Any inquiries or requests** regarding this process should be submitted, in writing, to the Procurement Manager. Responders may contact **ONLY** the Procurement Manager regarding this process.

E. RESPONSE SUBMISSION

Submissions of all Response must be delivered to:

New Mexico Corrections Department
Attention: Kathleen B. Garcia
PO Box 27116
Santa Fe, NM 87502-0116

Or hand delivered, UPS or FedEx delivery to

4337 State Road 14
Santa Fe, NM 87508

II. CONDITIONS GOVERNING THE PROCESS

This section of the RFI contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	
1. Issue RFI	NMCD	Friday, April 12
2. Acknowledgement of Receipt Form	Responders	Thursday, April 18
3. Site Visit to Central NM Correctional Facility in Los Lunas, NM	Agency & Responders	Tuesday, May 21
4. Deadline to submit Written Questions	Responders	Friday, May 24
5. Response to Written Questions	Procurement Manager	Thursday, May 30
6. Submission of Response	Responders	Tuesday, June 25
7. Response Evaluation	Evaluation Committee	Thur. June 27 to Thur. July 12
8. Selection of Finalists	Evaluation Committee	Wednesday, July 3
9. Oral Presentations	Responders	Tuesday, July 9
10. Finalize Contractual Agreements	Agency/Finalist Responders	Thursday, August 29
11.* Contract Awards	Agency/ Finalist Responders	Friday, August 30

B. EXPLANATION OF EVENTS

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

1. Issue RFI

This RFI is being issued on behalf of the State of New Mexico Corrections Department on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Responders may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager Kathleen B. Garcia at kathleen.branchalgarcia@cd.nm.gov, to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager by 3:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFI. Failure to return the Acknowledgement of Receipt Form does not prohibit Responders from submitting a response to this RFI. However, by not returning the Acknowledgement of Receipt Form, the Responder's representative shall not be included on the distribution list.

3. Site Visit to Central NM Correctional Facility (CNMCF) – Los Lunas, NM

A site visit to CNMCF will be held as indicated in Section II.A, Sequence of Events, beginning at 9:00 A.M. MST/MDT.

Attendance at the site visit is highly recommended, but not a prerequisite for submission of a Response.

4. Deadline to Submit Written Questions

Responders may submit written questions to the Procurement Manager as to the intent or clarity of this RFI by 3:00 P.M. MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFI or other document which form the basis of the question.

5. 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 Responders 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/rfp-rfi-rfa/>

6. Submission of Response

ALL RESPONSES MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **NO LATE RESPONSES WILL BE ACCEPTED.**

7. Response Evaluation

An Evaluation Committee will perform the evaluation of Responses. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of Responses received. During this time, the Procurement Manager may initiate discussions with Responders for the purpose of clarifying aspects of the Responses. However, Response may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Responders.

8. Selection of Finalists

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Responders 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.

9. Oral Presentations

Finalist Responders, 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. The NMCD will provide Finalist Responders 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.

10. Finalize Contractual Agreements

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

11. Contract Awards

Upon receipt of the signed contractual agreement, the NMCD 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 approval.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

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

5. Amended Responses

A Responder may submit an amended Response before the deadline for receipt of Response s. Such amended Response must be complete replacements for a previously submitted Response and must be clearly identified as such in the transmittal letter. **NMCD personnel will not merge, collate, or assemble Response materials.**

6. Responder’s Rights to Withdraw Response

Responders will be allowed to withdraw their Response at any time prior to the deadline for receipt of Responses. The Responder must submit a written withdrawal request addressed to the Procurement Manager and signed by the Responder’s duly authorized representative.

7. Response Offer Firm

Responses to this RFI, including Response prices for services, will be considered firm until such time that a contract has been fully executed.

8. Disclosure of Response Contents

The contents of all submitted Response will be kept confidential until the final award has been completed by the Agency. At that time, all Response and documents pertaining to the Response 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 Responder’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 Responder’s Response, as outlined and identified in Section III.B.2.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 Responder’s Response.

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 NMCD shall examine the request and make a written determination that specifies which portions of the Response should be disclosed. Unless the Responder takes legal action to prevent the disclosure, the Response will be so disclosed. The Response shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

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

10. Termination

This RFI may be canceled at any time and any and all Responses may be rejected in whole or in part when the NMCD 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 RFI 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 NMCD requires that all Responders agree to be bound by the General Requirements contained in this RFI. Any Responder's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This RFI and any agreement with a Responder which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Response

Only information supplied in writing by the Procurement Manager or contained in this RFI shall be used as the basis for the preparation of Responder Responses.

15. Contract Terms and Conditions

The contract between an NMCD and a contractor will follow the format specified by the NMCD and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting NMCD reserves the right to negotiate provisions in addition to those contained in this RFI (Draft Contract) with any Responder. The contents of this RFI, as revised and/or supplemented, and the successful Responder's Response will be incorporated into and become part of any resultant contract.

The NMCD discourages exceptions from the contract terms and conditions as set forth in the RFI Draft Contract. Such exceptions may cause a Response to be rejected as nonresponsive when, in the sole judgment of the NMCD (and the Evaluation Committee), the Response 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 Response rewrite to correct.

Should a Responder object to any of the terms and conditions as set forth in the RFI Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Responder must propose **specific** alternative language. The NMCD may or may not accept the alternative language. General references to the Responder's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the NMCD and will result in elimination of the Responder's Response.

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

If a Responder fails to propose any alternate terms and conditions during the procurement process (the RFI process prior to selection as successful Responder), 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 RFI process prior to selection as successful Responder) is an **explicit agreement** by the Responder that the contractual terms and conditions contained herein are **accepted** by the Responder.

16. Responder's Terms and Conditions

Responders must submit with Response a complete set of additional terms and conditions they anticipate 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 RFI process prior to selection as successful Responder), will be discussed only between the NMCD and the Responder selected and shall not be deemed an opportunity to amend the Responder's Response.

18. Responder Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Responder to adhere to the requirements specified within this RFI. The Evaluation Committee will reject the Response of any potential Responder who is not a Responsible Responder or fails to submit adequate data substantiating Responders qualifications in providing services requested in the SOW.

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 Response 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 NMCD 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. NMCD Rights

The NMCD, in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Responder’s Response.

23. Right to Publish

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

24. Ownership of Responses

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

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFI 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). Responder 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 RFI

This RFI is being made available by electronic means. In the event of conflict between a version of the RFI in the Responder’s possession and the version maintained by the agency, the Responder acknowledges that the version maintained by the NMCD shall govern.

28. New Mexico Employees Health Coverage

A. If the Responder 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, Responder 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. Responder 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. Responder 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 Responder 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

Responder must complete, sign, and return the Campaign Contribution Disclosure Form (APPENDIX B) as a part of their Response. This requirement applies regardless of 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 Responder's disqualification.**

30. Letter of Transmittal

Responder's Response 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 Responder'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 Responder's Response 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 RFI.

Failure to submit a signed Letter of Transmittal Form (Appendix E) will result in Responder'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 Responder 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/Native American Resident Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Responder must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its Response.** 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 NMCD shall not award any combination of New Mexico/Native American Resident Preferences.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Responders shall submit only one response to this RFI.

A. NUMBER OF COPIES

1. Hard Copy Responses

Responder's proposals must be clearly labeled and numbered and indexed as outlined in **Section III.C. Response Format**. Responses 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. The additional HARD COPIES must each be submitted in separate binders and must be clearly identified as "COPY" on the front cover.

Technical and Cost portions of Responder's response **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 copies 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, five (5) HARD COPIES, and one (1) ELECTRONIC copy of the proposal containing **ONLY** the Technical Proposal; ORIGINAL and all HARD COPIES of the Technical Proposal shall be in separate labeled binders. The electronic copy **MUST** be submitted as a USB/CD and **CANNOT** be emailed. **The Technical Proposals SHALL NOT contain any cost information.**
 - a. **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:
 - i. 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**
 - ii. 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, Five (5) HARD COPY, and one (1) ELECTRONIC copy of the proposal containing **ONLY** the Cost Proposal; ORIGINAL and all 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 and CANNOT be emailed.**

The electronic version/copy of the RESPONSE **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 COPIES and ELECTRONIC copy information **must** be identical. In the event of a conflict between versions of the submitted response, the ORIGINAL shall govern.

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

B. RESPONSE CONTENT AND ORGANIZATION

All Response 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 Response, Responders must organize and address the RFI requirements in the order indicated below. All forms provided in this RFI must be thoroughly completed and included in the appropriate section of Responder's Response. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in Cost Response.**

Technical Response – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL RESPONSE.

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Form
3. Table of Contents
4. Response Summary (Optional)
5. Response to Contract Terms and Conditions (from Section II.C.15)
6. Responder's Additional Terms and Conditions (from Section II.C.16)
7. Response to Specifications (**except Cost information which shall be included ONLY in Cost Response**)
 - a. Organizational Experience
 - b. Organizational References
 - c. Oral Presentation
 - d. Mandatory Specification
 - e. Desirable Specification
 - f. Financial Stability – (Financial information considered confidential, as defined in Section I.F. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.2.a, as applicable)
 - g. Performance Surety Bond (if applicable)

- h. New Mexico/Native American Resident Preferences (if applicable)
- 8. Other Supporting Material (if applicable)

Cost Response:

- 1. Completed Cost Response Form (APPENDIX D)

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

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

PART I. Introduction

Purpose and Background

The primary objective of the SOW is to produce a contract between NMCD and the successful vendor that will fulfill the following requirements:

1. Deliver comprehensive healthcare services, including medical services, mental health services, and behavioral health services, that will completely satisfy and can be evaluated and audited against NCCHC and ACA standards and NMCD Policies and Procedures.
2. Deliver said services in a manner consistent with standards of medical necessity.
3. Maintain complete and accurate records of care.
4. Foster and maintain excellent working relationships with community health care providers.
5. Operate in a cost-effective manner with skilled and fully licensed professionally trained personnel in compliance with Federal and State of New Mexico statutes and regulations.

The successful vendor will be responsible for providing comprehensive Health Care services (medical services, mental health services, and behavioral health services) at all NMCD facilities. These services include health care treatment both on-site and off-site. Sub-contractors may be utilized but the successful vendor shall act as the Prime Vendor and will be responsible to ensure that all care is timely and appropriate, cooperatively working with all Sub-contractors and NMCD personnel in an organized and integrated manner. The successful vendor shall explain how it proposes to provide the services described in this SOW at each facility consistent with NMCD Policies and Procedures.

The NMCD consists of nine (9) correctional facilities as shown in the table below along with current average daily population (ADP) figures:

Facility	Location	Capacity	Count *
Central New Mexico Correctional Facility - CNMC	Los Lunas	1233	614
Lea County Correctional Facility- LCCF	Hobbs	1293	1072
Penitentiary of New Mexico - PNM	Santa Fe	864	520
Southern New Mexico Correctional Facility - SNMCF	Las Cruces	768	719
Western New Mexico Correctional Facility, WNMCF (Female)	Grants	353	325
Western New Mexico Correctional Facility, WNMCF (South)	Grants	673	586
Northeastern New Mexico Correctional Facility - NENMCF	Clayton	632	526
Springer Correctional Facility – SCC (Female)	Springer	298	221
Roswell Correctional Center - RCC	Roswell	340	278
Guadalupe County Correctional Facility - GCCF	Santa Rosa	608	278
	Totals	7062	5139

*Figures subject to change based on normal fluctuations in ADP.

The needs and programmatic goals of the NMCD frequently evolve. If NMCD amends or reduces health care services at any of the facilities, the level of future services will be reviewed and possibly modified to make the necessary adjustments. Vendors must demonstrate a willingness and flexibility to accommodate the Department’s ongoing needs, which may include an addition or reduction in contracted services or facility.

A. Contract Term

The Department is seeking a cost-efficient proposal to provide services, as defined in the SOW, for the anticipated contract period defined in the table below. Please note, the dates below are estimated and may be adjusted, as necessary, in order to comply with all procedural requirements associated with the RFI and the contracting process. The actual contract start date will be established by a completed and approved contract.

The term of the anticipated contract, resulting from the RFI, is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	Dec 1, 2024	June 30, 2028
Renewal Period #1	July 1, 2028	June 30, 2029
Renewal Period #2	July 1, 2029	June 30, 2030

B. Number of Awards

The NMCD anticipates making one award as a result of the RFI process however, the NMCD may elect to award multiple awards if Responses offer beneficial to NMCD.

PART II. Scope of Services to be provided

A. Summary of Required Services:

NMCD seeks a prime or primary vendor to provide the following non-exhaustive elements of a comprehensive correctional health care services:

1. Medical Services
2. Assisted Living Services
3. Nursing Services
4. Dental Services
5. Mental Health (psychiatry)
6. Behavioral Health Services
7. Intensive Mental Health Services
8. Residential Substance Use Treatment Services
9. Intake and Transfer Assessment and Evaluation

10. Sex Offender Assessment and Residential Treatment Program
11. Diagnostic Services
12. Ancillary Services
13. Pharmacy Services
14. Substance Use Treatment Services (outpatient level of services)
15. Medication Assisted Treatment (MAT) Services
16. Medication for Opioid Use Disorder (MOUD)
17. Hepatitis C Treatment program
18. Telemedicine Practices
19. Electronic Medical Records

Meanwhile, it is important to note that the scope for Behavioral Health Services currently requested is limited to two facilities: Springer Correctional Facility - SCC and Western New Mexico Correctional Facility - WNMCF.

Essential to the effective management of health care services is the integration of a robust system of electronic health/medical records. The Successful Vendor will be required to actively participate in development and improvement efforts, maintenance, support, training, configuration, and re-configuration (as necessary) of the NMCD's electronic health record (EHR). Vendors should fully describe their electronic health/medical records system being offered, including providing access to such records to select members of the NMCD administrative team. A robust system of standard and ad hoc reporting should also be proposed and fully described.

B. Standards of Care and Evidence Based Practices

NMCD expects that healthcare provided should reflect practices consistent with the best available evidence for incarcerated individuals' specific conditions and in keeping with nationally accepted guidelines and standards of care for those conditions. A list is provided below of organizations that routinely provide guidelines for conditions commonly found in the incarcerated individual population. If a vendor intends to use standards different from nationally accepted guidelines and standards, this must be highlighted in the Vendor's response along with the reasons for using the alternate standards.

The NMCD must approve any change(s) in the use of standards during the course of the contract resulting from this RFI process. NMCD also recognizes that all clinical situations may not be covered in existing standards, and, in such cases, the proper course of action must be determined in conjunction with NMCD. This list of professional regulations and guidelines is intended to be indicative of the generally accepted professional standard of care and, therefore, is not exhaustive:

- NMCD health care policies
- ACA standards
- NCCHC standards
- Centers for Disease Control and Prevention protocols and guidelines
- Occupational Safety and Health Administration (OSHA) guidelines
- United States Preventative Service Task Force (USPSTF) guidelines
- Federal Bureau of Prisons guidelines
- US Department of Health and Human Services (HIV guidelines)
- American Diabetes Association, American Medical Association (AMA),
- American College of Obstetrics and Gynecology (ACOG),
- American Heart Association (AHA),

- American association for the study of liver diseases (AASLD), the
- Infectious Disease Society of America (IDSA)
- SAMHSA statutes, regulations and guidelines for MAT
- American Association for the Study of Liver Disease (AASLD), and
- other nationally recognized professional health care organizations' guidelines.

C. Transition Plan between Existing and New Vendor

The Successful Vendor must develop a transition plan from the current service delivery system. A detailed plan must be submitted with the proposal that addresses, at a minimum, how the following issues will be handled during the transition:

1. Establishment of a New Mexico-based vendor management team
2. Recruitment and retention of current staff and screening and selection of new staff, sub-Vendors and specialists
3. Hospital services
4. Laboratory, radiology, dental services
5. Optometry and pharmaceutical services
6. Medical supplies
7. Assuming care of current patients
8. Equipment and inventory
9. Medical record management
10. Orientation of new staff
11. Coordination of transition

The Successful Vendor must outline timetables and specify personnel who will form their New Mexico-based contract management and service-delivery management team and will be assigned to supervise and monitor the transition, as well as detailed plans. If the Successful Vendor is going to integrate the current Vendor's employees and/or sub-Vendors, the Successful Vendor must specify how it intends to integrate them and obtain NMCD approval for each employee's access to NMCD facilities prior to making a job offer. The Successful Vendor must provide resumes for the regional, New Mexico-based management staff expected to be hired and these must be approved by NMCD prior to making offers of employment.

The Successful Vendor's plan must also summarize problems anticipated during the course of transferring the contract and include proposed solutions for each. The Successful Vendor will provide a similar transition plan at the end of the contractual period for transition to a new contract or a new Vendor. The proposal must outline a transition plan for the relevant documentation required by NCCHC and ACA audits pertaining to the time the contract is in effect.

D. Licensing and Permits

1. The Successful Vendor must provide evidence of a New Mexico license for all clinical staff prior to provision of services.
2. In performance of the contract, the Successful Vendor will be required to comply with all applicable Federal, State and local laws, ordinances, codes and regulations. The cost of any necessary licenses, permits, and other relevant costs required in the performance of the contract shall be borne by the Successful Vendor.

E. Comprehensive Healthcare Services

The Successful Vendor is responsible for providing comprehensive healthcare services to all incarcerated individual in NMCD custody regardless of sentencing status. Comprehensive health services encompass outpatient and infirmary medical, assisted living care, nursing, ancillary, dental and pharmacy management services, hepatitis C treatment; mental health and behavioral health services and treatment programs; specialty consultation, emergency transportation, mobile services and inpatient hospital services. Care provided must be in keeping with current NCCHC & ACA Standards, NMCD Policies and current medical standards of care and guidelines as set forth by the relevant medical, nursing and other professional organizations.

1. Health Assessment (Intake Physical Examination)

The initial health screening process for incoming committed incarcerated individuals shall be performed immediately upon arrival at the Reception and Diagnostic Center (RDC) at Central New Mexico Facility (CNMCF), Los Lunas, NM (for males); and Western New Mexico Correctional Facility (WNMCF -North) in Grants, NM (for females) and is intended to identify incarcerated individuals with serious health problems, which require immediate investigation and treatment. A health assessment must be performed within seven (7) days of arrival at an RDC. All incarcerated individuals must receive a complete comprehensive intake health appraisal within fourteen (14) days of arrival prior to being transferred out of an RDC. A medical record will be created at that time or retrieved from record archives for incarcerated individuals returning to prison and organized to include a problem list, medication list, and treatment plan if indicated, and all other medical record sections required by NMCD. The same requirements apply to the WNMCF- North RDC in Grants, NM, where female intake occurs.

The receiving screening shall be conducted by a qualified physician or nurse practitioner or physician's assistant (collectively known as "provider"). The provider shall conduct a complete history and physical assessment including, but not limited to, the following:

- a. Review of information recorded during the nurse intake screening.
- b. Review of all available medical records.
- c. Review of all medications and other physician's orders that the incarcerated individual is currently receiving prior to admission.
- d. Complete physical exam to include screening for signs and symptoms of chronic medical or mental illness, and for evidence of infectious disease including ecto-parasites. If chronically ill, take measures to establish degree of control and determine next visit date. Determine if the incarcerated individual has special needs that must be accommodated and take appropriate actions to address them.
- e. Ordering of admission labs to include: Diagnostic Panel 3 (CMP, CBC Lipid panel, and TSH), HIV, HCV, HBV antibody screens, with hepatitis C antibody testing, automatic reflex to hepatitis C RNA for incarcerated individuals who are antibody positive, Urine for gonorrhea/chlamydia, Females-UA dip for pregnancy, Diabetics-A1C, PT/INR for those on Coumadin, interferon-gamma release assay (IGRA) for TB.
- f. Chest X-ray and sputum cultures based on IGRA results, symptom history, TB history or individual risk factors may be performed after consultation with the New Mexico Department of Health (NMDOH) TB Control Program.
- g. All individuals identified as HIV positive will receive a baseline intake chest X-ray, viral load and CD4 count.
- h. All HIV positive incarcerated individuals will be reported to NMDOH per mandatory

reporting requirements. Incarcerated individuals with a positive IGRA will be evaluated for preventive therapy, if active disease is not diagnosed.

- i. A 12-lead electrocardiogram (EKG) shall be performed for individuals with cardiovascular diseases (CVD), hypertension (HTN), diabetes mellitus (DM), hyperlipidemia, and Incarcerated individuals on psychotropic medications that may prolong the QT interval. Any Incarcerated individual exhibiting clinical signs or symptoms consistent with an acute coronary event should have an EKG while being transported to the closest emergency room by emergency medical services.
- j. Oral health history, examination, panoramic and bite wing X-rays, diagnosis and classification shall be performed as part of the intake process.
- k. Gynecological exams shall be performed as part of the health assessment for all females as recommended by the most current American College of Obstetricians and Gynecologists (ACOG) standards.
- l. Mental health screenings shall be performed according to ACA standards.
- m. Initiation of orders deemed medically necessary.
- n. Reporting of reportable infectious/communicable diseases to New Mexico Department of Health.
- o. Creating/updating of logs for chronically ill incarcerated individuals and those needing special accommodations.
- p. Identifying incarcerated individuals whose medical condition requires Case Management and report to nursing and or relevant health services staff member.
- q. Coordination of care with providers or receiving site health services staff (in case of transfer) as necessary.
- r. Documenting findings on the medical record to form a comprehensive appraisal of the incarcerated individual's intake baseline condition and an initial plan of treatment and care.
- s. Health Education consisting of:
 - Orientation to health services availability;
 - Primary health care
 - Oral health education;
 - Infectious diseases information including sexually transmitted diseases (STDs), blood borne pathogens;
 - Hepatitis, acute and chronic;
 - Nutrition and obesity;
 - Education regarding the overuse of psychotropic and pain medication;
 - Disease and nutritional education for diabetics;
 - Other items as deemed necessary by the Successful Vendor or NMCD.

2. Chronic Illness Management and Convalescent Care

Chronic care clinics (CCC) and other special medical programs shall be provided at each site. The special medical programs shall include directions for health care staff and correctional staff regarding their roles in the care and supervision of CCC incarcerated individuals. Data on chronic care and special medical programs at all sites shall be documented. The data must be accessible and auditable by the NMCD HSB.

- a. For incarcerated individual with special medical conditions requiring close medical supervision, including chronic and convalescent care, physically handicapped, frail, elderly, terminally ill, developmentally disabled and mentally ill, individual treatment plans will be developed by the Successful Vendor specifying instructions on diet, exercise, medication, type and frequency of diagnostic testing, the frequency of medical follow up and adjustment of treatment modality, patient education and follow-

up.

- b. The incarcerated individual population's needs vary greatly. The NMCD requires the Successful Vendor to meet these needs in the most cost-efficient manner. Specialized services may include specialty clinics and/or geriatric services. Chronic care services must be provided in accordance with ACA and NCCHC prison standards and NMCD policies at all facilities.
- c. Chronic medical conditions shall be identified during the initial admission assessment and physical examination and noted on the problem list at the time of that encounter and at any other time during incarceration. The initial chronic clinic visit shall occur in conjunction with the admission physical according to NMCD policy and procedure.
- d. The Successful Vendor shall develop chronic care treatment guidelines for statewide implementation for the following conditions (this list is not exhaustive and may be modified by NMCD):
 - Cancer/Oncology
 - Chronic Medical conditions
 - Chronic Pain
 - Substance use disorder
 - Diabetes
 - Gastroenterological conditions
 - Hepatitis C
 - HIV
 - Conditions requiring Hemo-dialysis and Peritoneal Dialysis
 - Conditions requiring Hospice Care / End of Life Care
 - Hypertension
 - Cardiovascular conditions
 - Infectious diseases
 - Neurological conditions
 - Pregnancy and gynecological conditions
 - Conditions requiring Physical therapy and rehabilitation
 - Pulmonary conditions such as asthma, chronic obstructive pulmonary disease (COPD)
 - Seizure
 - Tuberculosis

Pneumococcal vaccines shall be provided to all Incarcerated individuals identified as being high risk for pneumonia and influenza using current CDC criteria. Pneumococcal vaccines, PCV13 and PPSV23, shall be provided once to all incarcerated individuals 65 years or older.

Influenza vaccines shall be offered to all Incarcerated individuals annually. Other vaccines as recommended by CDC and/or the NMDOH shall be administered accordingly by the Successful Vendor.

3. Primary Health Care Services

The Successful Vendor shall provide on-site preventive and primary, secondary and tertiary health care services in accordance with NMCD policies and procedures, ACA medical services standards, and prevailing community standards to include daily triage of incarcerated individual health complaints; provision of sick call; routine non-invasive diagnostic procedures;

identification and referral of conditions requiring secondary and tertiary services; medication administration and monitoring.

Each facility shall have a mechanism in place that enables all incarcerated individuals (including those in restricted housing) to request health care services daily. The Successful Vendor shall indicate its mechanism for triaging medical requests and shall establish appropriate triage mechanisms to be utilized for specific categories of concerns or complaints. All triage and screening activities must take place through direct contact with the Incarcerated individual by a nurse or mid-level provider. To the extent possible, health care services delivered in prison should be coordinated with health care providers and health care systems in the community, particularly for chronic conditions, where the incarcerated individual was receiving care prior to incarceration.

3.1 Infectious Disease

The Successful Vendor shall implement an infection prevention and control program, which includes concurrent surveillance of patients and staff, preventive services, treatment and reporting of infectious diseases and staff training in accordance with local and state laws. The program shall be in compliance with current Centers for Disease Control and Prevention (CDC) guidelines, Occupational Safety and Health Administration (OSHA) regulations, NMDOH regulations and reporting requirements and NMCD policies and procedures.

The Successful Vendor shall establish an effective infectious disease program which will meet the needs of patients with HIV, TB, chronic hepatitis, and other infectious diseases, in accordance with evidence-based guidelines and expert organization recommendations (e.g., CDC). These programs are to be consistent with any NMCD specific programs, procedures, and protocols for HIV, TB, and hepatitis or protocols established by arrangement with other experts (e.g., Project ECHO).

The Successful Vendor shall perform any investigation deemed necessary by NMCD for prevention of the spread and/or location of a source of an infectious process.

The Successful Vendor shall provide educational in-service presentations related to infection control to the Successful Vendor's staff, the Incarcerated individual population and NMCD security staff.

The Successful Vendor shall have a plan in place to respond to any potential infectious disease outbreak such as methicillin-resistant *Staphylococcus aureus* (MRSA), norovirus, influenza, hepatitis A, varicella, measles, pertussis and other common communicable diseases. Any suspected outbreak must be reported to NMDOH as required by state reporting requirements.

The Successful Vendor shall establish a monthly infection control program at each facility that includes the infection control nurse, the medical director, health services administrator, nursing director, dentist or dental assistant and representatives from the state health department, as necessary.

The Successful Vendor is responsible for the infection control program at each facility. Responsibility for the infection control program shall be coordinated by an infection control nurse at each facility who will complete and forward all reports of communicable diseases required by NMDOH, maintain statistics required by the NMCD, and generate the monthly

safety and sanitation report of the medical unit.

Hepatitis B vaccines are provided by the Successful Vendor to Incarcerated individuals, correctional and health care staff as required by policy. Incarcerated individuals and staff with potential direct contact with Incarcerated individuals for whom immunity cannot be established based on either evidence of vaccination or by positive hepatitis B surface antibody test will be provided hepatitis B vaccination in accordance with CDC guidelines. For new Incarcerated individuals and staff meeting these criteria, the first hepatitis B vaccine series shall be administered within 10 working days, and the second and third vaccine doses, according to the CDC schedule.

The Successful Vendor shall administer a bloodborne pathogen control program that includes:

- The proper methods of handling, storage and disposal of biohazardous waste including sharps, needles, syringes and other material used in the treatment of Incarcerated individuals.
- The provision of hepatitis B vaccine to all new employees who cannot otherwise prove previous immunity within 10 working days of being assigned to a job with direct Incarcerated individual contact.
- The Successful Vendor shall pay for hepatitis B vaccines for NMCD staff who cannot otherwise prove previous immunity.
- The provision of personal protection equipment and devices required for patient care.

The Successful Vendor will ensure that all medical, dental, and laboratory equipment and instruments are properly decontaminated.

The Successful Vendor shall adhere to the NMCD's tuberculosis (TB) control policies. Incarcerated individuals and all facility staff are to be screened at intake or hire, respectively, and annually for TB thereafter. Incarcerated individuals and staffs with a history of a positive TB test who are asymptomatic and have never received treatment will be offered treatment for latent TB infection and subsequently will receive a symptom screen annually.

The Successful Vendor is responsible for the pre-assignment medical clearance assessment required for food handlers by NMCD policy.

The Successful Vendor's staff will participate in safety and sanitation inspections required by ACA standards and NMCD policy in accordance with the facility's established procedure and schedule.

The facility HSA will verify that the medical unit is clean and sanitary, and measures are taken to ensure the medical unit is occupationally and environmentally safe.

3.1.2 HIV/AIDS Services

The Successful Vendor shall be responsible for the costs of all laboratory testing, treatment and management related to HIV disease, including specialist consultation, hospitalization and purchase of HIV- related pharmaceuticals for HIV infected Incarcerated individuals. The current health care Successful Vendor established a subcontract relationship with the local hospital and infectious disease specialist to provide telemedicine services to HIV infected Incarcerated individuals. This relationship allows NMCD to benefit from 340b drug pricing for costly HIV medications. The Successful Vendor will continue this sub-Vendor relationship.

The Successful Vendor will provide and be financially responsible all other required primary and preventive care services at the facilities, or off-site specialty care, for HIV infected Incarcerated individuals including all recommended immunizations and health maintenance services.

3.1.3 Hepatitis /Project ECHO

The Successful Vendor shall provide health care and treatment for NMCD Incarcerated individuals who are infected with the hepatitis C virus in accordance with the NMCD hepatitis C treatment policies. The Successful Vendor will actively identify, manage and treat Incarcerated individuals with the most advanced hepatitis C disease first as indicated by medically accepted criteria (e.g., signs and symptoms of cirrhosis, APRI score, extrahepatic manifestations of disease, complicating comorbidities). NMCD contracts with the University of New Mexico Health Sciences Center (UNMH) Project ECHO to provide infectious disease specialty support for hepatitis C infected Incarcerated individuals.

The Successful Vendor shall designate an HCV nurse coordinator at each facility. The Successful Vendor shall provide NMCD monthly HCV reports and data of Incarcerated individuals identified with positive hepatitis C including Incarcerated individuals undergoing treatment. The Successful Vendor shall also provide a list of Incarcerated individuals with hepatitis C that have decided not to further participate or who have become re-infected with the HCV virus.

The Successful Vendor shall coordinate a multidisciplinary treatment team with NMCD Health Services Bureau (HSB) and UNMH Project ECHO, to provide a comprehensive hepatitis C program.

The Successful Vendor shall not be responsible for the Hep C medication cost. The Successful Vendor shall be responsible for the cost of any required ancillary services, specialist consultations, required laboratory tests, and hepatitis A and B vaccines.

The Successful Vendor shall be responsible for primary care physician oversight for all treatment aspects, in accordance with the NMCD hepatitis C treatment protocol including administration of all drugs; treatment of any and all side effects associated with treatment; treatment of all conditions associated with hepatitis C; any and all hepatitis C screening and diagnostic tests. The Successful Vendor shall be responsible to provide hepatitis A and B vaccination as indicated to all NMCD Incarcerated individuals who are infected with the hepatitis C virus.

The Successful Vendor shall be responsible for any diagnostic screening and follow up recommended by Project ECHO infectious disease specialists in accordance with the NMCD hepatitis C policy.

The Successful Vendor's regional infection control nurse coordinator shall attend and participate in the weekly Project ECHO corrections hepatitis C telehealth clinics. All facility-based infection control nurses and all qualified health care providers treating Incarcerated individuals with hepatitis C antiviral medications shall participate in the weekly Project ECHO corrections hepatitis C telehealth clinics.

The qualified health care providers and infection control nurses employed by the Successful

Vendor at each facility will be responsible for identifying Incarcerated individuals with hepatitis C that are the highest priority for treatment based on NMCD and Project ECHO criteria and will maintain a running hepatitis C chronic care clinic list that includes APRI score, platelet count, ALT, AST, absolute neutrophil count, albumin, PT and INR for every Incarcerated individual with chronic hepatitis C in the facility. The list will be compiled by the Successful Vendor regional infection control nurse on a monthly basis and provided to the NMCD HSA by the 15th of the following month.

3.2 Sick Call

Sick call shall be under the direction of a qualified health care provider and offered Monday through Friday, using nursing protocols provided by the Successful Vendor and approved by the NMCD HSA or HSA designee. The protocols shall be disease specific and require prompts in the form of questions to seek and for the history, physical exams to be performed and actions to taken. Warning alerts will be on the protocols indicating conditions or vital signs where a qualified health care provider must be notified. Protocols related to conditions that may result in pain must include a pain scale. The protocols must be within the scope of the New Mexico Nurse Practice Act, NMCD policy and procedures, and state statutes.

Incarcerated individuals requiring evaluations beyond the capability of the triage nurse shall be referred to a qualified health care provider. All Incarcerated individuals referred to a provider shall be seen within five (5) days or sooner, as clinically indicated by the nature of the complaint. The Successful Vendor shall coordinate times and locations of sick call services with security staff. All services must emphasize coordination of health care services with other on-site providers as well as information derived from prior community providers.

The sick call process shall consist of the following:

1. Collecting sick call requests from the Incarcerated individuals at least once per day according to individual facility procedures if an open sick call process is utilized; and collecting sick call requests from Incarcerated individuals twice per day if an open sick call process is not utilized
2. Time and date stamping the sick call form upon receipt if received in paper format, otherwise track electronically.
3. Triage sick slips within 24 hours of receipt;
4. When request describes a clinical symptom, a face-to-face encounter between patient and qualified healthcare professional must occur within 48 hours or 72 hours (weekend).

Sick call shall also include visitation of restricted housing by medical and psychiatric staff in locked down areas with documentation of these visits.

Any unresolved diagnostic or therapeutic problems shall be referred to a qualified health care provider. Any Incarcerated individual with a complaint who has submitted two or more sick call requests for the same unresolved problem shall be referred to a qualified health care provider.

3.3 Women's Health Care

The Successful Vendor shall provide female health care that is age appropriate and in accordance with ACA and NCCHC, NMCD policy, and other generally accepted professional standards.

a. The Successful Vendor shall provide the following female preventive health care services:

- (i) Cervical Cytology
- (ii) Mammography
- (iii) Screening PAP

b. The Successful Vendor shall provide the following female health care services:

- (i) Coordination with community programs and social services
- (ii) Education on the care of infants
- (iii) Health education
- (iv) Neonatal care
- (v) Post-partum care
- (vi) Pregnancy counseling
- (vii) Pregnancy testing on intake
- (viii) Regular prenatal care
- (ix) Nutrition services

Female Incarcerated individuals will be screened at intake for pregnancy by history, physical exam, and a urine pregnancy test. All confirmed pregnant Incarcerated individuals will be provided with prenatal care in accordance with ACOG which are available on their website. The Successful Vendor shall provide all laboratory testing, medical examinations, and other diagnostic testing (e.g., ultrasounds, sonograms) within the timeframes required by ACOG.

If the pregnancy is considered high risk, the Successful Vendor shall arrange care for the Incarcerated individual with an ACOG certified obstetrician and hospital. Pregnant women with opiate-use disorder shall receive the care and services most likely to assure the safety of the woman and fetus. Abortions desired by a female Incarcerated individual but not deemed necessary by a gynecologist to preserve her health will not be paid for by NMCD.

All pregnant females are provided with counseling and assistance regarding temporary placement of the expected baby and/or adoption. Prenatal care services shall be provided on-site at the female facilities. The Successful Vendor will oversee and operate the Incarcerated individual lactation program in accordance with NMCD policy.

Family planning information regarding contraception shall be provided as part of the Incarcerated individual's re-entry program. Contraception in the form of oral contraceptive pills, Depo-provera (DMPA) or intrauterine device (IUD) will be offered to all women of childbearing age prior to release from the facility. At least one qualified health care provider at each of the women's facilities will be trained and certified in the insertion of IUDs and other long-acting reversible contraceptives.

Regular female health maintenance and screening services will be provided as recommended by current (up to date) United States Preventive Services Task Force (USPSTF).

Listed below are examples of relevant USPSTF's recommendations:

- Screening mammography shall be performed every 2 years on all females 50-75 years of age.
- Routine screening of average-risk women should begin at age 50, instead of age 40.

However, women with a certain risk factor may begin screening at age 40 after an informed discussion with a qualified health care provider.

- Routine screening should end at age 74.
- Women should get screening mammograms every two years, unless clinically indicated.

To reduce off site travel, the Successful Vendor may schedule a mobile mammography unit, once or twice each year, for all eligible women.

- Cervical cancer and osteoporosis screening shall be provided in accordance with USPSTF guidelines.
- Gonorrhea and Chlamydia screening at intake of women \leq 24 years of age per USPSTF guidelines
- Folic acid supplementation of all women of childbearing age will be offered. Per USPSTF guidelines.

4. Acute Care and Trauma

The Successful Vendor shall provide an emergency medical response team whenever a incarcerated individual presents with a medical emergency or a medical emergency is reported to the vendor from any of the prison facility/site. The goal during emergency intervention is immediate stabilization and determination of proper course of care, on-site or through the available off-site network of providers. The Successful Vendor's policies, procedures and protocols for emergency response and triage must be approved by the NMCD.

4.1 Emergency Services

The Successful Vendor shall provide necessary emergency care for staff, volunteers, and visitors. Emergency care for staff, volunteers, and visitors will consist of necessary efforts to provide stabilization of the physical status of the individual until community emergency services assume responsibility of care.

The Successful Vendor's management team shall ensure that all medical services staff is aware of emergency procedures to provide medical care to Incarcerated individuals. The Successful Vendor shall provide training to all medical personnel to operate emergency equipment. The Successful Vendor shall test all emergency medical equipment weekly including maintenance of emergency carts. A log shall be maintained of this testing.

4.2 On-Call Services

The Successful Vendor shall ensure emergency services are available to every facility through local hospitals and ambulance services. In addition, every facility must have on-call access 24 hours a day, 7 days a week to regional management staff, qualified health care providers, dentists, psychiatrists, and health service administrators.

The Successful Vendor shall designate an on-call physician to deliver on-call coverage whenever a qualified health care provider is not present in the institution. The on-call physician shall respond by telephone to the institution within fifteen minutes of the emergency call. A call to an on-call physician/provider shall be appropriately documented in the health record. The on-call physician shall maintain a record of all on-calls received and the disposition of the patient.

5. Telemedicine Support

All on-site clinical providers and ancillary staff, and all off-site specialty services providers shall support the use of telemedicine (including video technology) as required by the NMCD to reduce the incidence of incarcerated individual travel. Limited telecommunications equipment is available for use. The Successful Vendor shall have a plan to replace existing equipment if the equipment fails and can no longer be used.

6. Requests for Accommodations

The Successful Vendor shall authorize accommodations for incarcerated individual with disabilities or medical conditions that require accommodation. The Successful Vendor must have a written plan for evaluation, providing accommodation, and for periodically reviewing accommodations to determine any change in status of the incarcerated individual.

Institutions that are handicap accessible will house a portion of Incarcerated individuals with disabilities. Individuals with durable medical equipment such as CPAP machines, oxygen concentrators, monitors, and other durable medical equipment or devices may only be sent to the facilities that can accommodate their needs based on the medical chrono. Each facility shall keep an inventory and list of incarcerated individuals with such devices.

Prosthetic devices shall be supplied by the Successful Vendor when the health of the Incarcerated individual would be adversely affected, or activities of daily living cannot be met, without them. All durable medical equipment such as braces, prosthetics, shoes, glasses, hearing aids, orthopedic devices, and wheelchairs shall be provided to the Incarcerated individual according to the physician's recommendation and tracked by the utilization review committee.

7. Special Diets

The Successful Vendor will work collaboratively with the NMCD-contracted Diet services Vendor and/or the Food Service Administrator to establish dietary menus sufficient to address the medical therapeutic dietary needs of the population on a case-by-case basis, designed to maintain costs. Vendor health care staff may be responsible for providing dietary education to the incarcerated individual as ordered by the medical provider.

The Successful Vendor's staff will monitor and make recommendations for incarcerated individuals regarding medical diets and in accordance with the menus established by the dietician. The Successful Vendor's staff is responsible for coordinating medical diets with the NMCD's security staff responsible for food services. Medical diets must be approved in cooperation with the NMCD Health services Bureau.

8. Kitchen Clearance/Incarcerated individual Worker Examinations

The Successful Vendor's staff shall screen all incarcerated individuals whose work assignments involve food handling are free for diseases transmissible by food or utensils or other means. The Successful Vendor shall provide initial clearance as well as annual food service screening to incarcerated individual workers who are involved in the handling,

preparation and/or serving of food. The screening shall be documented in the medical record of the incarcerated individual and results communicated to appropriate on-site staff and the Successful Vendor's health unit at that site.

9. Medical/Dental Tool Inventory

The Successful Vendor shall have available for the designated officer of each site a daily inventory of medical devices, equipment, tools, sharps, and medicine. The Successful Vendor will develop and implement procedures and written documentation for tools, sharps, and medicine control, including dental tools, syringes and keys that are compatible with NMCD policies and procedures.

10. Facility Security

- a.** Security/privileged information pertaining to the NMCD, institutional security, incarcerated individual health care or Vendor will only be released on a need-to-know basis after appropriate NMCD authorization or pursuant to law.
- b.** The Successful Vendor will be responsible for ensuring that its personnel, including sub-contractors, adhere to the NMCD's security and clearance procedures. Any Vendor personnel accessing NMCD and/or State information systems must adhere to all clearance procedures.
- c.** The Successful Vendor and its personnel will be subject to and will comply with all NMCD and facility security operating policies and procedures. Violations may result in the employee being denied access to the facility. In this event, the Successful Vendor will provide alternate personnel (subject to NMCD approval) to supply uninterrupted services.

11. ACA and other Accreditations

The Successful Vendor will be required to provide materials, records, etc., for NMCD to prepare for any certifications or accreditations, including PREA. These requests must be provided to NMCD in a timely manner as specified by NMCD. Successful Vendor will submit required documents as requested by NMCD in preparation for ACA, PREA to meet deadlines specified by the facilities.

The Successful Vendor will be required to maintain materials that sufficiently demonstrate compliance with the National PREA Standards, including, but not limited to, records of specialized training in PREA, medical and mental health follow-up with abuse victims and perpetrators after an incident of sexual abuse, and records of ongoing care specific to sexual victimization or perpetration.

NMCD intends to include specific liquidated damages in the contract between NMCD and the Successful Vendor for any failure by vendor to help maintain such certifications and/or accreditations. Any liquidated damages will bear the appropriate legal relationship to the actual harm caused NMCD. Liquidated damages shall not be the exclusive remedy for failure of the vendor to achieve and/or assist NMCD in maintaining said accreditations.

H. Nursing Services

1. Nurse Intake Screening

- a. As soon as possible, but no later than four (4) hours from incarcerated individual intake, a qualified health care professional will perform an intake screening to ensure prompt recognition of immediate medical, dental, and mental health needs and timely inception and continuity of care. An APN/PA or MD may conduct this screening in conjunction with the Health Assessment (intake physical examination). The intake health professional will immediately refer incarcerated individual to an appropriate professional if the medical needs of the incarcerated individual are beyond their scope of practice.
- b. The intent of the nurse intake screening is to ensure that medical staff will document and respond to incarcerated individual' medical and psychiatric problems as soon as possible, that the appropriate medication is obtained, and referrals for health care and suicide precautions are made as needed. This screening will be completed and filed in the incarcerated individual electronic medical record.

2. Intake Protocol

In addition to the above, the following Intake Protocol is required for all new admission intakes:

- a. Administration of appropriate skin test for tuberculosis or screen for symptoms if past positive and order chest x-ray as indicated.
- b. Appropriate baseline tests, as medically indicated.
- c. CBC with Differential and tests to screen for infectious blood borne disease (i.e. Hepatitis C, HIV), including the following: Diagnostic Panel 3 (CMP, CBC Lipid panel, and TSH), HIV, HCV, HBV antibody screens, HCV viral load for those reporting HCV positive, Urine for gonorrhea/chlamydia, Females-UA dip for pregnancy, Diabetics-A1C, PT/INR for those on Coumadin.
- d. Urinalysis.
- e. For female incarcerated individual, a pregnancy test on intake, as appropriate, Pap smear and initial age-appropriate screening mammography, after the 14-day period, but no later than 90 days past intake screening.
- f. STD testing and management will be provided as medically appropriate.
- g. Review of all available medical records.
- h. Schedule for health assessment.
- i. Determination of Medicaid eligibility or other potential third-party insurance coverage.

3. Intake Screenings

All incarcerated individuals entering the NMCD will be initially processed and receive a full intake service. Successful Vendor should also provide a seamless transfer screening process that allows for continuity of care and review of health records for all incarcerated individuals. All admission processes are to be documented. Health record entries of incarcerated

individual problems and directives for appropriate care are the responsibility of all clinical health care personnel.

4. Incarcerated individual Sick Call

- a.** The Successful Vendor shall perform Sick Call at all facilities consistent with NMCD policy. Sick Call must be available for all incarcerated individuals on weekdays, weekends, and holidays. All Sick Calls must be completed by a RN, APN, PA, or physician, regardless of the incarcerated individual housing location. Sick Call Triage must be performed 7 days per week. Urgent and/or emergency care must also be available 7 days per week.
- b.** If a incarcerated individual custody status precludes attendance at Sick Call, arrangements shall be made to provide Sick Call services at the place of the incarcerated individual confinement (i.e. incarcerated individual housed in administrative segregation units and other restricted housing units).
- c.** Nursing staff accompanied by security personnel shall make rounds daily to all incarcerated individuals in restrictive housing and special management units. As necessary, incarcerated individuals will be brought out of these areas to clinical areas for proper assessment. Arrangements must be made with security staff prior to removal of incarcerated individual from close custody to clinical settings for medical care.

5. Daily Triaging of Incarcerated individual Care

- a.** The Successful Vendor shall establish, and provide written documentation of, policies and appropriate triage mechanisms to be utilized for daily incarcerated individual care. The Successful Vendor shall assure that each facility has procedures in place that enable all incarcerated individual (including those in segregation and/or closed custody units) to submit requests for health care services daily including weekends and holidays.
- b.** Incarcerated individual health service request forms shall be deposited in locked boxes at a designated location at each facility. The Successful Vendor shall collect them daily. Site-based procedure will determine the collection time and staff.
- c.** Incarcerated individual health service request forms shall be reviewed, signed, and time and date stamped.
- d.** All medical, dental and mental health request forms shall be triaged within 24 hours of the form being collected. Referrals for appropriate treatment will be made at that time. All questions or complaints involving medication shall be referred to the appropriate health care provider.
- e.** On days that the dental staff is not available to provide Sick Call, qualified health care personnel will screen the Sick Call form. If deemed not emergent, follow up with the appropriate clinician will occur as appropriate.
- f.** All requests for mental health Sick Call shall be referred to the facility mental health staff and shall be triaged by a mental health professional within 24 hours. If the request is of an emergent nature, and if the mental health staff is not on duty at the time of receipt of the urgent or emergent request, the on-call psychologist or psychiatrist will be contacted regarding the specific incarcerated individual of concern and may be requested to utilize

telemedicine (video) services to assess the situation. If the on-call psychiatrist provides physician orders, the triage nurse shall comply with any orders issued.

- g. All documentation of the triage, examination and subsequent treatment shall be placed in the incarcerated individual electronic medical record.

6. Infirmiry Management and Services

- a. The Successful Vendor shall utilize the infirmiry to the fullest extent consistent with acceptable medical standards. The infirmiry will adhere to these minimum standards:
 - (i) A physician shall be on-call 24 hours a day, 7 days a week and must come on-site as needed to make assessments, write orders, or provide care.
 - (ii) Supervision of the infirmiry shall be by an on-site RN, 24 hours per day, and 7 days a week.
 - (iii) A sufficient number of appropriate health care personnel will be on duty to meet the clinical need.
 - (iv) The Successful Vendor's manual of nursing procedures shall be provided at each facility readily accessible to all clinical staff.
 - (v) Immediately upon arrival in the infirmiry area, all incarcerated individuals shall have a documented physical examination to determine whether admission is warranted.
 - (vi) Completion of a nursing care plan shall occur within 24 hours of admission.
 - (vii) Admission to and discharge from the infirmiry will require the order of the Successful Vendor's Medical Director. A physician must sign admission notes and discharge treatment plans. This will be required for each infirmiry stay.
 - (viii) Whenever a physician, physician assistant, or nurse practitioner conducts rounds in the infirmiry, each prisoner shall be seen, and the visit shall be documented in the prisoner's electronic medical record.
 - (ix) For incarcerated individuals requiring a lower level of care the physician may establish written protocols that allow for a reduced level of observation.
 - (x) The Successful Vendor's written protocols for infirmiry care must be consistent with NMCD Policy and must be approved by the NMCD.
 - (xi) Those incarcerated individuals requiring care beyond the capability of the infirmiry shall be hospitalized at licensed community hospitals or other appropriate licensed health care facilities.

NMCD currently provides a 36-bed inpatient infirmiry known as the long-term care unit (LTCU) at the Central New Mexico Correctional Facility (CNMCF) in Los Lunas, NM, for males; and a 6-bed LTCU at the Western New Mexico Correctional Facility (WNMCF) in Grants, NM, for females. The LTCUs require seven (7) days per week, 24 hours per day on-site registered nurse (RN) coverage.

The Successful Vendor shall manage and utilize the LTCUs and the inpatient psychiatry mental health treatment centers (MHTC) at CNMCF and WNMCF to reduce off-site hospitalizations and provide skilled nursing care to Incarcerated individuals that cannot be maintained in general population.

The Successful Vendor shall maintain all three (3) negative-pressure isolation rooms by obtaining appropriate certification, at appropriate intervals, as dictated by community hospital standards.

The Successful Vendor shall ensure that the ductwork in the LTCUs is cleaned at least once per year.

Operations and management of the inpatient infirmary LTCUs and the MHTCs shall include: a physician on-call seven (7) days per week, 24 hours per day, and an on-site physician in accordance with the staffing plan.

The inpatient psychiatrist on call must be a board-certified psychiatrist.

LTCU and MHTC rounds, and progress notes shall be performed and maintained according to NMCD policies. Patients shall be evaluated by a physician no greater than 24 hours of arrival or at the earliest practical time depending upon the Incarcerated individual's clinical condition is required.

A complete in-patient medical documentation shall be initiated for each patient admitted to the LTCU or MHTC. A complete physical examination is to be completed within 24 hours of admission. At the time of admission, an intake note must be completed. The care plan must include a working differential diagnosis, medical condition, and prognosis, expected length of stay, vital signs, any additional diagnostic studies and a plan for follow-up including documented intervals for nurse checks, frequency of vital signs, medication administration instructions, directions concerning circumstances requiring contact with the physician and orders regarding any other required interventions.

All inpatient infirmary LTCU and MHTC encounters shall be documented in the Incarcerated individual's medical record.

Discharge planning with discharge note and summary is required prior to discharge from the inpatient infirmary LTCU and MHTC. The discharge note must include an up-to-date problem list, medication list, final diagnosis, assessment of the resolution of the problem, discharge medications and scheduled return appointment to the physician. Discharge should occur only after discussion with, and the agreement of, the responsible qualified health care provider at the receiving institution.

7. Assisted Living Services and Enhanced Assisted Living Services

The Successful Vendor must support NMCD's current practice of providing Assisted Living Services, described as follows. The Assisted Living housing area for male and female clients offer more support with Activities of Daily living for those needing more support and care, and for those requiring long term nursing care. Certified Nursing Assistants/nurses are available to provide hands on care to these individuals 24/7. Direct nursing care for treatments and other

nursing services to facilitate their care and address their special needs are provided. NMCD is currently structured to provide these services at the CNMCF and WNMCF-North

8. Hep C Treatment

The Successful Vendor must provide services to manage and treat HCV in the NMCD client population in accordance with NMCD policy. In determining treatment for prisoners with Hepatitis C (HCV), facility medical providers shall utilize current clinical practice guidelines, which shall be based upon current guidelines for treatment of persons with HCV as established by nationally recognized organizations, e.g., the American Association for the Study of Liver Disease (AASLD), Infectious Disease Society of America (ISDA), and other recognized organizations. Only accepted Federal Drug Administration (FDA) treatments shall be utilized, to include Direct Acting Antivirals (DAAs) or other new treatments as they become available.

The Successful Vendor must provide a NMCD approved HCV education curriculum to the NMCD clientele, NMCD approved HCV admission screening and opt-out testing protocol for all new NMCD intakes and any current NMCD clients not previously screened and/or tested, and NMCD-approved treatment protocols. Additionally, the Successful Vendor must schedule their provider and nursing staff to attend a minimum of two annual HCV training offered by the Project ECHO. The training will last a minimum of one hour each.

9. Intensive Mental Health Services

The Successful Vendor shall provide a clinical plan and staffing matrix for the operation of an evidence-based, therapeutic Intensive Mental Health Program (up to 40 beds) at the MHTC unit within the CNMCF.

The Successful Vendor shall also provide a clinical plan and staffing matrix for the provision of Intensive Mental Health services for women in a non-residential setting.

10. Annual Health Care Screening

The Successful Vendor shall provide annual health care screening for incarcerated individuals as required by CDC, NMDOH to meet NCCHC and ACA Standards and per NMCD policy.

11. Case Management of Incarcerated individual with Special Needs

The Successful Vendor shall collaborate with the NMCD on case management services such that all incarcerated individuals with special needs receive care consistent with that required under NCCHC Standards.

a. Discharge Planning

- (i) Discharge planning is a priority for the NMCD and is to be conducted pursuant to NMCD policy. The Successful Vendor shall make every reasonable effort to ensure that incarcerated individuals are referred to community-based services and have a sufficient supply of medication upon discharge. The Successful Vendor shall ensure that a psychiatrist reviews all psychiatric medications prior to discharge. At least 30 days prior to release (if the date is known) the Successful Vendor shall provide a thorough discharge plan including referral information and linkages to community

providers for all incarcerated individual identified as having special needs, currently receiving Medication Assisted Treatment, currently receiving Hep C treatment, or who are mentally ill. The discharge plan with date, place, time and location of scheduled appointments is to be provided to the incarcerated individual prior to discharge and a copy placed in the incarcerated individual medical file. Linkage at discharge with community mental health and public health providers is particularly important. "Linkage" refers to the vendor contacting community providers and scheduling an appointment for the incarcerated individual.

- (ii) Of utmost concern are incarcerated individual with chronic illnesses, serious mental illness, and/or Hep C/HIV/AIDS as well as women who have delivered children while incarcerated or who are pregnant. In these cases, the Successful Vendor shall develop a discharge plan that includes linkages to community providers and to provide 14 days of prescription medication for those incarcerated individuals taking medications.
- (iii) The Successful Vendor shall confirm that all incarcerated individuals requiring discharge medication received said medication prior to discharge (provided that medication has been reviewed by a Medical Doctor prior to discharge).

I. Dental Service

The Successful Vendor shall provide dental care according to NMCD Policy and consistent with NCCHC Standards, ACA Standards, American Dental Association standards, and CDC guidelines and standards. The Successful Vendor shall be responsible for: maintaining the existing oral health equipment in working order; the provision of supplies and materials to ensure a functioning operation; ensuring compliance with OSHA standards; paying of laboratory fees and providing quality services at a level consistent with the American Dental Association (ADA) standards.

Dental practitioners shall be available twenty-four (24) hours per day, seven (7) days per week and after-hours on weekends and holidays by telephone for emergency consultation and direction.

The Successful Vendor shall:

1. Provide a dental care program, under the direction of a dentist licensed in the state.
2. Provide dental screening during the Initial Health Assessment timeframe.
3. Provide a qualified dental care professional or dental assistant to perform the dental screening.
4. Identify incarcerated individuals during dental screening as having urgent or emergent dental needs and place them on the Dental Sick Call list for evaluation and treatment.
5. Provide dental treatments, not limited to extractions, according to a system of treatment priorities determined by the dentist.
6. Perform dental examination within 30 days of admission. This examination is supported by indicated x-rays and includes instructions in oral hygiene. Only a licensed dentist performs dental examination and treatment. If the incarcerated individual has been released and re-admitted within 6 months of the last dental exam, a new exam is not required except as determined by the dentist.

7. Record the results of examinations on the Dental Treatment Record and file in the Medical Record.
8. Provide treatment in accordance with a treatment plan.
9. Restore teeth rather than extract them whenever possible.
10. Respond to dental emergencies in a timely manner.
11. Perform dental prophylaxis when prescribed by the dentist, at least annually.
12. Assure dental examinations include:
 - a. Charting of teeth.
 - b. Examination of the hard and soft tissue of the oral cavity with a mouth mirror, explorer, & adequate illumination.
 - c. X-ray studies for diagnostic purposes are taken, if necessary.
 - d. Make arrangements for consultation with referral to specialists as needed.
 - e. Taking, or reviewing a incarcerated individual dental history;
 - f. Assure dental examination and follow-up appointments are scheduled.
 - g. Complete dental examination and prophylaxis on all Incarcerated individuals every two years
13. Assure dental Sick Call Log is used to generate monthly statistics of dental services for Health Services Report.
14. Assure dental services are provided following infection control practices.
15. Assure the dental staff performs daily sharps counts & maintains the tool inventory log, when on site;
16. Provide recruitment, hiring, and retention of dental staff sufficient to fill outcome requirements, including the provision of an on-site oral surgeon to reduce the need and incidence of community services. A denturist must also be proposed and provided in order to ensure that dentures are provided to those needing teeth in a timely manner.
17. Provide procedures to maintain all inventory, equipment, instrument, and pharmaceutical control procedures as required by State or Federal regulations.
18. Provide in-service education and training as needed.
19. Maintain compliance with Federal and State policies and procedures regarding the handling and disposal of bio-hazardous and regulated medical wastes.

20. Provide review, approval, and support of treatment protocols, formularies, and policies as they relate to accreditation and regulatory agency requirements.
21. Provide compliance with relevant Federal and State standards for Universal Precautions and the general delivery of correctional health care. The Successful Vendor shall develop a pre-approval process based on medical necessity regarding the provision of dentures/tooth prosthetics to incarcerated individuals requiring them.
22. The Successful Vendor will develop and implement procedures for tools, sharps and medicine control including dental tools, syringes and keys that are compatible with NMCD policy.
23. The Successful Vendor will propose a plan for ensuring dental services are provided in a manner that does not create an unnecessary backlog of services.

The Successful Vendor shall ensure that dental conditions deemed non-essential by NMCD are not included in the dental services program, including fixed prosthodontics (crown and bridge); orthodontics; removal of asymptomatic third molars or impactions without pathology; treatment of discolorations, stains, cosmetic defects; ridge augmentations, vestibular extensions/implants.

The Successful Vendor shall be responsible for arranging necessary dental services not available within the NMCD facilities, or in off-site community provider facilities and specialty clinics. The Successful Vendor shall contract with an oral surgeon who shall provide dental services at the following facilities monthly or more often according to Incarcerated individual need:

- i. CNMC
- ii. LCCF
- iii. PNM
- iv. SNMCF
- v. WNMCF
- vi. NENMCF
- vii. SCC
- viii. RCC
- ix. GCCF

The Successful Vendor shall be responsible for coordinating security and transportation requirements with the NMCD for Incarcerated individuals requiring off-site dental care.

J. Mental Health Services

1. The Successful Vendor shall develop a comprehensive state-wide program encompassing all aspects of mental health care for DOC prisoners and residents and demonstrate how it proposes to provide and coordinate the services between state and county facilities for juveniles and s.
2. The Successful Vendor shall be responsible for the quality, administrative efficiency, and cost-effectiveness of mental health services. Designated staff shall be available to confer with the NMCD at any time given sufficient notice concerning any provisions of this Agreement affecting mental health services, any proposed changes in the

Agreement, or any other matter pertaining to the performance of the contract.

- 3.** The Successful Vendor shall propose an organizational chart and designate a Mental Health Director as the clinical and administrative supervisor who is responsible for coordinating all NMCD mental health clinical operations with NMCD through the facility administrators as well as the facility security staff. This person shall work in conjunction with the vendor's psychiatry manager and shall:

 - a.** Supervise, administratively and clinically, all vendor staff providing services within the NMCD.
 - b.** Be held accountable for meeting the mental health program obligations detailed in this SOW; and
 - c.** Work closely with the NMCD Contract Monitor.
- 4.** The Successful Vendor shall perform mental health assessments as needed: including, but not limited to, evaluations to determine whether a incarcerated individual is competent to make medical decisions as requested by the medical director, the facility chief officer (or designee).
- 5.** The Successful Vendor shall provide Treatment Management of incarcerated individual with psychiatric histories or symptoms, including:

 - a.** Serious mental illness.
 - b.** Adjustment difficulties.
 - c.** Decompensation.
 - d.** Aggressive behavior and/or victimization.
 - e.** Suicidal/homicidal ideation.
 - f.** Dementia; and
 - g.** Other significant cognitive/emotional impairment (including brain injury).
- 6.** The Successful Vendor staff shall be available to all incarcerated individuals. Successful Vendor shall furnish on-call emergency psychiatric and mental health counselor coverage 24 hours per day, seven days per week.
- 7.** The Successful Vendor staff shall participate on various review committees and conduct mental health-related training for the NMCD staff and other contract vendors at the discretion and direction of the NMCD.
- 8.** The Successful Vendor shall prescribe all medications in conformity with the established NMCD formulary and NMCD Policies and Procedures.
- 9.** The Successful Vendor will coordinate training with the NMCD in compliance with the NMCD's suicide prevention procedures to be followed by all health care staff. The vendor is responsible for compliance with suicide prevention procedures as outlined in the NMCD Policy.
- 10.** Oversight of the mental health/clinical components of the DOC's Intensive Mental Health Unit, a 40-bed therapeutic special management unit for males at the New Mexico State Prison (Warren), and the DOC's Intensive Mental Health caseload, a 5-

client caseload of females requiring intensive mental health services at the Women's Center (Windham).

11. Incarcerated individual Behavioral Health Care

The Successful Vendor shall furnish behavioral health services for incarcerated individuals residing in NMCD facilities. These services shall be provided in keeping with evidence-based interventions for prisoners targeting criminogenic risk reduction and responsivity factors.

During intake, or upon request or referral, each incarcerated individual shall receive an initial assessment and orientation to the services available including the following:

- a.** Individual referral to vendor's Mental Health Services staff. Each incarcerated individual identified as in need of mental health treatment shall be referred to a primary therapist (at the facility in which the incarcerated individual resides) who shall provide treatment and discharge planning.
- b.** Group treatment activities in general population or on a Special Needs Unit and shall also be included in services provided to the extent called for in the program statements developed by the NMCD and determined clinically appropriate by the Successful Vendor's clinicians; and
- c.** Individualized and Group treatment and other mental health programming shall be provided to incarcerated individual in segregation and in general population, as appropriate.

Specifically, the Successful Vendor shall provide the following type of evidence based behavioral health services on-site to NMCD incarcerated individuals by trained and appropriately licensed staff in accordance with all applicable policies and standards, including NMCD Behavioral Health policies.

Comprehensive treatment and programming shall address a range of issues, including but not limited to:

- prison adjustment; substance-related and addictive disorders and co-occurring disorders; trauma and victimization; suicidal/self-harm; violence and intimate partner violence; shame and stigma; interpersonal violence and physical, emotional, and sexual abuse; healthy relationships; life skills; discharge and reintegration issues; and issues related to pregnancy, parenting, and family.
- Gender responsive and trauma-informed treatment and programming for women to include psychological, emotional physical, spiritual and socioeconomic and sociopolitical issues.
- Suicide prevention protocols and treatment program.
- Restrictive Housing assessment per NMCD policy and consistent with ACA standards including evaluation by a licensed behavioral health clinician.
- Behavioral Health component of diagnostic evaluations ordered by the courts.
- Clinical supervision program meeting NMCD Behavioral Health Policy.
- Clinical record documentation, including individual treatment plans per NMCD policy, as part of the behavioral health records.
- Continuous Quality Assurance Program.

- Behavioral health orientation at the Facilities through the Incarcerated individual Handbook.
- Behavioral health screening and assessment upon intake or intra-facility transfer to include screening per ACA standards.
- On-call crisis interventions.
- Psychological evaluations per NMCD Behavioral Health Policy and ACA standards.
- Group psychotherapy and psychoeducation.
- Individual psychotherapy. Substance-related and addictive disorders treatment including residential treatment programs such as RDAP or Therapeutic Community, outpatient treatment such as MATRIX, and DWI programming.
- Assessment and treatment of the severely mentally ill with both acute and chronic mental health issues.
- Assessment and treatment of individuals receiving medical services.
- Assessment and treatment of individuals with personality disorders.
- Discharge planning.

12. Intake Screening:

Mental health screening at intake will be performed by qualified vendor staff during the comprehensive intake screening and recorded. Incarcerated individual demonstrating the following will be referred for additional evaluation and testing with a notification to vendor's Mental Health Services staff:

- a. Impaired cognitive functioning,
- b. Incarcerated individual identified as having "special needs" related to mental disorders,
- c. Significant psychological distress or positive signs for potential of mental health illness/diagnosis.

In the event of a positive response to a question on the mental health portion of the intake screening, qualified mental health professionals will perform further mental health evaluation and appropriate follow-up care will be administered. The mental health evaluation will be filed in the electronic Incarcerated individual Medical Record. On-call staff must be available, including via teleservices (video) for those identified during initial screening to require immediate mental health evaluation and assessment.

14. Treatment Plans:

Each incarcerated individual receiving mental health treatment, who remains in NMCD custody for more than 72 hours, will be offered the opportunity to collaborate in the development of an individualized treatment plan and to agree to this plan in writing. Individualized plans will be developed even when incarcerated individuals decline to participate.

15. Psychiatric Nursing Services:

The Successful Vendor's nursing staff shall provide support in delivering mental health medications to the incarcerated individual that require it. All psychiatric assessments will receive nursing support and monitoring based on training and orientation provided by the Successful Vendor.

16. The Successful Vendor's staff shall participate in meetings with medical, security, treatment, and other NMCD personnel. Successful Vendor shall ensure their staff participate in other

areas and activities that pertain to institutional programs and treatment as assigned or selected by the facility Chief Administrative Officer (or designee) and the NMCD.

17. Incarcerated individuals undergoing withdrawal from habit forming substances shall be monitored according to the clinical protocols of the Successful Vendor, NMCD policies, NCCHC and ACA standards.
18. Sex Offender Treatment:
The Successful Vendor shall propose a comprehensive residential sex offender treatment program to be located at various facilities as deemed appropriate and cost effective by the NMCD. At a minimum, the program must provide empirically based assessments of all sex offenders currently in or entering the NMCD, provide treatment that is matched to the individual's risk and needs and based upon cognitive-behavioral principles, but may include other appropriate interventions in accordance with accepted standards of practice.
19. Suicide Precautions:
The Successful Vendor shall be responsible for daily assessments for those incarcerated individuals placed on a mental health watch. The Successful Vendor must follow NMCD policies as they relate to suicide prevention and intervention.
20. Restrictive Housing:
Correctional staff will inform the Successful Vendor when a incarcerated individual is placed in restrictive housing. The incarcerated individual medical record will be reviewed prior to placement in restrictive housing for medical, dental or mental health conditions by Successful Vendor. Those incarcerated individuals found to have conditions which would be contradictory to confinement or would require special accommodations will be identified by a physician, nurse practitioner or physician assistant. Incarcerated individual with mental illness will be referred to an appropriate mental health provider for evaluation, in accordance with NMCD policy. Successful Vendor will follow all NMCD policy and NCCHC standards related to restrictive housing. All incarcerated individuals being transferred to restrictive housing will have an evaluation prior to transfer or within one (1) hour after transfer.
21. Confidentiality/Exchange of Information:
The Successful Vendor will ensure that incarcerated individual health information is handled in accordance with applicable procedures established by Federal and State laws and regulations governing confidentiality of health information.
22. Technical Assistance and Training:
The Successful Vendor shall provide mental health training, suicide prevention training and other pertinent training for NMCD staff, at the request of the NMCD. Successful Vendor shall submit mental health training curricula to the NMCD for review and approval at least 60 days in advance of intended training.
23. Medical Peer Review and Continuous Quality Improvement:
Medical peer review shall be conducted quarterly. Successful Vendor's mental health staff shall participate in the peer review process developed by the vendor and discuss findings with appropriate supervisors. Successful Vendor's Clinical Administrator shall work cooperatively with the NMCD, and any other NMCD vendors, to establish and maintain a viable Continuous Quality Improvement System (CQIS).
24. Performance Measurement:

Successful Vendor's mental health programs shall reflect generally accepted professional standards. The Successful Vendor's Mental Health Administrator and staff working within each facility shall be responsible for keeping and reporting data necessary for evaluating all programs/services provided. The Successful Vendor shall provide all requested performance measures to the NMCD monthly, in a format requested by the NMCD. Measurable outcome criteria shall be established that serve as key indicators that mental health generally accepted professional standards are established and maintained, in consultation with the NMCD. Successful Vendor's Mental Health Director shall work cooperatively with the NMCD to implement mental health generally accepted professional standards that are appropriate to address incarcerated individual mental health issues consistent with applicable NMCD policies and NCCHC standards. Statistics indicating that programs/services are meeting the measurable outcome criteria shall be produced by the Successful Vendor monthly in a form and format that meets NMCD requirements.

25. Telemedicine:

Successful Vendor shall use telemedicine for clinical consultations whenever possible unless directed otherwise by the NMCD. For the purposes of this section, telemedicine refers to video-based medical consultation and evaluation. The Department's goal is to improve prisoners' access to primary healthcare services, improve the quality and timeliness of psychiatry services and reduce the cost and disruption of transportation. Limited telemedicine equipment is currently in place. Successful Vendor shall have a plan in place to replace existing equipment if the equipment fails and can no longer be used.

K. Specialty Services

The Successful Vendor shall be responsible for administrative efficiency, quality, and cost-effectiveness of Specialty Consultations and Services with approval of the NMCD.

1. The Specialty Consultation

The Successful Vendor shall provide a Medical Director who will coordinate on-site and off-site services and who will consult with NMCD as needed.

2. Range of Specialty Consultation

The Successful Vendor shall provide a network of specialist and subspecialty providers such that all necessary health care is provided to incarcerated individuals in a timely and cost-effective method and consistent with professional standards of quality. These services shall be provided on-site to the extent practicable and off-site only as necessary. In the event services are needed off-site, telemedicine shall be considered for consultation prior to an off-site appointment being scheduled.

3. Pre-Authorization System

a. The Successful Vendor shall provide a pre-authorization system for specialty referrals that facilitates timely access to care for those incarcerated individual with serious medical needs, but that ensures the care requested is:

(i) Consistent with accepted clinical pathways established for evidence-based care.

(ii) The most conservative acceptable approach to provide needed care to adequately address the serious medical need; and

- (iii) Quickly redirected if acceptable, lower cost alternatives are available.
- b. The system must be physician driven.
- c. The system must assure that there is direct physician-to-physician discussion on any care the vendor's reviewing physician feels may be medically unnecessary or should be redirected. If the primary care physician agrees after discussion with the reviewing physician that the care is unnecessary or should be redirected, he/she must document that in the incarcerated individual health record.

4. Network Service Providers

- a. The Successful Vendor shall provide access to the following clinical out-patient medical services, in-patient medical services, and clinical support services at rates reduced from usual and customary charges:
- b. Statewide ambulance service with access to emergency rooms across the State, especially in proximity of and convenient to the NMCD facilities.
- c. Statewide laboratory services shall be provided in a timely way and at low cost. When applicable, the test results must be able to be provided electronically to the NMCD highlighting abnormal values for rapid response and must be backed up by paper copies.
- d. Community-based physician specialists in all medical sub-specialties.
- e. On-site specialist clinics for the most utilized specialties to decrease off-site travel.
- f. In-patient acute hospital care, including critical care when required. Surgeries and procedures should be performed in an out-patient/day surgery venue whenever possible.
- g. Statewide radiology services for diagnostic and treatment purposes for any procedures that cannot be performed on-site. The films and or studies must be quickly interpreted, and immediately conveyed if there are positive findings.
- h. Statewide physical therapy services to support incarcerated individual needs. Whenever possible, an evaluation should be performed on-site. The physical therapist should, whenever possible, set up programs that can be maintained by the Successful Vendor's nursing staff on-site.
- i. Acute psychiatric emergencies.
- j. The Successful Vendor shall establish a provider network across New Mexico for the delivery of Incarcerated individual health care for all custody levels outside of the NMCD primary care scope such as consults, specialty care services, and inpatient and outpatient facility services. These services shall be provided by network providers on-site at NMCD facilities in a clinical setting or at the network providers' facilities. The Successful Vendor's network shall employ New Mexico board certified or eligible medical staff throughout the life of the contract.
- k. The Successful Vendor shall adjust the provider network and services as necessary to compensate for changes made by NMCD due to facility capacities, acuity levels, and

custody levels. These changes may occur frequently over the life of the contract. NMCD shall keep the Successful Vendor informed in a timely manner regarding new prison facilities in New Mexico and any other significant movement of Incarcerated individuals that may alter the requirements of the provider network. The Successful Vendor is required to modify/expand the provider network to meet these changes prior to the opening of a new facility or a change in mission of an existing facility.

- I. The Successful Vendor shall establish and maintain an accurate, up to date online, regional list of network providers including their specialty, sub-specialty, work address, work fax number, work telephone number, and proximity to the requesting location. The Successful Vendor shall provide easy access to this list and update the list monthly.
- m. The Successful Vendor and NMCD shall make their best efforts to ensure that the following minimum requirements are met:
 - Routine appointments for specialty care shall not exceed four (4) weeks.
 - Urgent appointments shall not exceed 48 hours.
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4.1 Claims Processing

The Successful Vendor shall maintain an online, real-time automated claims processing system that effectively adjudicates all claims and determines appropriate reimbursement per the terms in the awarded contract. The Successful Vendor shall describe how the processing system will be implemented in relation to the provider network and prior authorization sections. The processing system shall support automated and manual claims processing and check-writing. The processing of claims shall be in accordance with Medicare and Medicaid standards and generally accepted healthcare industry practices.

The Successful Vendor shall be able to receive and process all claims in a variety of media including paper, electronic and web portal. The Successful Vendor shall describe the process for accepting and processing these claims in accordance with all relevant standards and regulations.

The Successful Vendor shall adjudicate 95% of all claims, including appeals, within thirty (30) calendar days from the date of receipt of such claims; however, if the claim or appeal requires a review by the NMCD, the thirty (30) calendar days shall suspend until the appeal is returned to the Successful Vendor.

The Successful Vendor shall fully describe all procedures, systems, and software that they use to detect and prevent fraud, abuse, and waste.

Successful Vendor is responsible for actively tracking STMII (Short Term Medicaid for Incarcerated Individuals) claims. The Successful Vendor shall be responsible for rejecting claims for community hospital inpatient services for Medicaid-eligible Incarcerated individuals and notifying providers to submit their claims directly to New Mexico Medicaid.

4.2 Utilization Review

The Successful Vendor shall establish a utilization management program for off-site

referrals including subspecialty and inpatient stays. The program shall include non-urgent hospitalization pre-certification, urgent hospital certification, concurrent review, and prospective denial, discharge planning and prior authorization of targeted procedures. The utilization management program shall demonstrate that access to services is appropriate and timely. The Successful Vendor's corporate office utilization management department shall have five (5) working days to respond to non-urgent consultation requests.

Any consultation request for which there is no corporate office response within five (5) working days shall be scheduled and carried out. In the event that the on-site HSA and the Successful Vendor corporate office are unable to agree, the NMCD HSA shall review the Incarcerated individual's clinical condition and medical record and make a decision which will be final.

An Incarcerated individual's discharge date will not be considered when approving, denying, or deferring an off-site request. In the event that the Successful Vendor finds that the discharge date affects the consideration of the off-site request, he/she will discuss the case with the NMCD HSA. The decision of NMCD is final.

The utilization management program must demonstrate that access to services is appropriate and timely, the use of outside services is medically indicated, and that length of stay (if applicable) is neither longer nor shorter than medically indicated.

The Successful Vendor shall maintain all fiscal records in accordance with generally accepted accounting principles. The Successful Vendor shall maintain accurate control of payment, perform internal audits, and process provider payments, refund checks, adjustments, and recoupments. NMCD and its duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of the Successful Vendor that are pertinent to this contract to perform examinations and audits and make excerpts and transcripts.

The Successful Vendor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of five (5) years, or such longer period as may be required by applicable law. Fiscal records shall include, but are not limited to, all records necessary to verify the amount paid for all claims.

5. Dialysis Services

The Successful Vendor shall maintain on-site patient dialysis at CNMCF. This shall be achieved by subcontracting dialysis services with a licensed Successful Vendor with oversight by a board-certified nephrologist. Potential Successful Vendors shall provide the estimated annual cost of routine standard dialysis maintenance for a single dialysis patient. This assumes thrice per week hemodialysis, and all associated standard medical costs including dialysis materials and pharmaceuticals, such as Epogen.

Incarcerated individuals requiring dialysis shall be provided treatment on-site. The Successful Vendor shall be responsible for all renal and peritoneal dialysis provision and costs including renal biopsies. Included in these services are: regular consultations by a nephrologist on an as needed basis, commodities specific to the dialysis process including gloves, gauze, needles, dialysate, blood products.

The Successful Vendor shall be responsible for furnishing and maintenance of all equipment necessary for the provision of dialysis treatment including dialysis stations, dialysis chairs, water purification system, water filtrate, media and pharmaceuticals required for dialysis. The Successful Vendor shall be responsible for maintaining tanks, valves, meters, filters, and anything else used in the pretreatment of water. Successful Vendor shall provide all equipment necessary including a replacement, backup or special infectious disease dialysis unit if needed. The Successful Vendor is responsible for maintaining that equipment if necessary. Any supplementary equipment is also the responsibility of the Successful Vendor.

The Successful Vendor shall provide inpatient consultation and outpatient nephrology specialty clinic services for the purpose of evaluating and managing incarcerated individuals who require the services of a nephrologist.

The Successful Vendor shall maintain an emergency cart with sufficient emergency medications, supplies and equipment required for resuscitations. Medical equipment and supplies shall include medications, suction machines, EKG machines, and defibrillators. The emergency kit shall be inspected with the results documented on a weekly basis. The Successful Vendor shall be responsible for the immediate replacement of emergency supplies or equipment used or expired.

In the event of service interruption for whatever reason, the Successful Vendor shall be responsible for providing uninterrupted dialysis treatment and shall take whatever steps necessary to ensure that services are provided. The Successful Vendor shall identify an alternate site for dialysis for each Incarcerated individual at their scheduled treatment time until the on-site services are again functional. If services or equipment is non-functional, the Successful Vendor shall be responsible for the cost of custody to transport the incarcerated individual to the alternate site and the cost associated with the provision of dialysis treatment at the alternate site.

The Successful Vendor shall provide in-service training initially, and at least quarterly, to the facility medical staff at NMCD on pre-treatment and post-treatment needs of dialysis patients.

The Successful Vendor shall provide an orientation packet to the incarcerated individuals on renal dialysis and ongoing training to them to assist in their understanding of their treatment. Other training shall be provided as needed or requested by the facility and/or NMCD.

The Successful Vendor shall develop renal dialysis quality improvement plan and renal dialysis infection control programs, which must be approved by NMCD within 90 days of the contract effective date. For on-site renal dialysis, the Successful Vendor shall assure that the renal dialysis provider documents all treatment in the patient specific NMCD health record.

6. Transplants

The Successful Vendor shall be financially responsible for the costs associated with all corneal transplants. The Successful Vendor shall not be financially responsible for the costs associated with heart, liver, kidney or bone marrow transplants including pre-

operative care, and/or post-operative care. The Successful Vendor will not be fiscally responsible for the cost associated with experimental treatments.

7. Infectious Disease Services

The Successful Vendor must provide:

- a. Infectious disease management services that meet professional standards consistent with the NCCHC, Public Health, recommendations from the CDC as interpreted for incarcerated individual by the NMCD, as well as the NMCD's policies as they relate to infectious disease diagnosis and treatment.
- b. Oversight and medical care to all clients with HIV/AIDS, Hepatitis C, and other infectious diseases.
- c. Appropriate levels and maintenance of Personal Protective Equipment (PPE) at all NMCD facilities in the event of disease outbreak or other emergency situation; and
- d. Proper and appropriate documentation of services and recordkeeping, including written recommendations to the NMCD on necessary formulary additions with updates as required by advancing pharmacology.

8. Utilization Review

- a. The Successful Vendor shall comply with NMCD Policies and Procedures relating to utilization review. The Successful Vendor shall be responsible for establishing a health care utilization review process appropriate to the scope of the contract for patient care. The Successful Vendor shall ensure that all medical services are provided in the most timely and cost-effective manner.
- b. The Successful Vendor shall provide the proposed methods of conducting the review and analyzing all aspects of the health case load and various service levels. The service levels shall include Inpatient, Outpatient, Specialty and Crisis intervention. The system must include criteria for healthcare treatment, procedures, and specialty care.
- c. Describe the Vendor's review criteria and procedures for determining each of the following:
 - (i) Medical necessity for proposed treatment
 - (ii) Medical necessity for admission to off-site facility
 - (iii) Medical necessity for admission to the infirmary
 - (iv) Necessity for continued stay
 - (v) Mental health care (in-patient and out-patient)
 - (vi) Necessity for surgical procedures (in-patient and out-patient)
 - (vii) Case management
 - (viii) Out-patient services
- d. Provide actual programs and Outcomes in other state correctional health care contracts that the Vendor currently has.
- e. The Successful Vendor will have a process in place to assure that they work with all other vendors to assure that Utilization Review identifies the methods influencing the costs

associated with the service. Part of the Successful Vendor's responsibilities will be to cooperate with and provide requested information to the NMCD on the fiscal and operational efficiency of its services.

L. Pharmacy Services

1. As the Pharmacy Services provider, the Successful Vendor shall provide all necessary prescription and non-prescription medications at all NMCD facilities and at each contracting County Jail and maintain a level of service that will satisfy NCCHC and ACA standards, NMCD Policies and Procedures, New Mexico Jail Standards, Federal DEA requirements, and the terms outlined below.
2. The Successful Vendor shall provide all medications and services in accordance with all applicable provisions of federal and state laws and regulations.
3. The Successful Vendor shall:
 - a. Provide a system for medications that meets at a minimum the following: next-day on-site delivery for each electronically transmitted and signed new prescription order that is received before 3 PM every weekday and on Saturdays via over-night delivery through a reputable carrier.
 - b. Provide a system for ordering, monitoring on-site receipts, and maintaining an inventory of pharmaceuticals in a safe, secure, and organized fashion. The system must include an error tracking system consistent with applicable standards.
 - c. Provide any necessary training on-site for other vendor or NMCD staff assigned to receive and maintain the medication inventory in preparation for administering, and for ordering new medications or re-ordering medications for NMCD incarcerated individuals.
 - d. Provide STAT medications, medications that must be delivered within 8 hours by subcontracting with a local pharmacy to provide prescriptions services at a reduced rate.
 - e. Provide Successful Vendor's prescribers the capability to electronically transmit prescription orders to the pharmacy for dispensing. As part of this solicitation, Successful Vendor shall identify the system/means of transmission, provide, install, and maintain necessary equipment and support services.
 - f. Provide online 24-hour computer or telephone access to Successful Vendor's pharmacist licensed to dispense in New Mexico for consultation on medications.
 - g. Provide the facsimile (fax) machine or other electronic means, with appropriate encryption or secure electronic means for transmittal of prescriptions at vendor's expense to allow the forwarding of prescription orders electronically.
 - h. Provide a system for recording all incarcerated individual data, e.g., incarcerated individual number, date of birth, drug allergies, etc., necessary to provide the prescription to the pharmacy.
 - i. Provide prescriptions consistent with the formulary, once established, or approved non-formulary medications.

- j. Provide notifications of contraindications, e.g., drug interactions, drug allergy, or incorrect dose.
- k. Provide feedback if non-formulary medications are not requested with the proper authorization.
- l. Provide the ability to print a hard copy of the faxed, or other electronic means, prescription order at the facility for all orders transmitted to the remote pharmacy. This record will be used by staff to verify that orders transmitted are received within twenty-four (24) hours.
- m. Packaging of Dispensed Medications
 - i) Successful Vendor will provide a barcode order check-in software system or an acceptable alternative to be approved by NMCD. Medications are to be delivered, bundled by incarcerated individual and sorted by regular medications and scheduled medications. Within scheduled medications, psychotropic medications must be separated for ease of identification.
 - (ii) Medications are to be dispensed in "blister pack" cards, or similar unit-dose packaging method, providing accountability of drugs administered, security, cost effectiveness and ease of storage and distribution. Prescription packages must be labeled to meet State and Federal labeling requirements.
 - (iii) Incarcerated individual blister cards, or selected method of packaging medications determined appropriate by Successful Vendor and NMCD, shall contain a thirty (30) Day supply of medications or quantity to be determined by Successful Vendor and NMCD.
 - (iv) Successful Vendor's pharmacy services shall include provisions of compounded intravenous solutions (e.g., antibiotics) to be administered within applicable NMCD facilities.
 - (v) Packaging shall minimize the waste of medication
- n. Generic Medications
 - (i) Generic medications, when available, are to be used except where bioequivalence issues have been documented. Generic medications shall be substituted for brand name unless otherwise indicated by physician on a non-formulary request form.
 - (ii) The Successful Vendor shall ensure availability of generic substitutes and report reasoning for any unavailability and plan and target dates for provision thereof.
- o. Over-The-Counter (OTC) Medications and Stock Medications Inventory
 - (i) Successful Vendor shall establish a stock supply of commonly utilized medications for administration to incarcerated individuals prior to receipt of their actual incarcerated individual-specific prescription.

- (ii) Stock medications shall be managed and maintained in a safe and secure environment with a perpetual inventory tracking system, developed by the Successful Vendor, to ensure accountability.
- (iii) The Successful Vendor shall train all involved NMCD and Medical Services and Mental Health Services staff that are involved in the process subsequent to their duties and responsibilities, in order to initiate and maintain the system. The training program shall be approved in advance by the NMCD.

p. Storing Packaged Medications

- (i) All packaged medications shall be stored in a lockable storage device, e.g. medication cart, to be supplied by the Successful Vendor. The medication carts must be constructed with a door locking mechanism to prevent unauthorized access to medication while being stored during non-medication administration time and during transit to units.
- (ii) The Successful Vendor shall provide additional carts to accommodate its system if the available medication carts currently utilized by NMCD are not adequate to the task.

q. Medication Delivery Schedule

- (i) The Successful Vendor shall provide prescriptions ordered by 3 PM (New Mexico time) by the next day. The Successful Vendor's staff will order refills at least 5-7 days prior to their due date. Routine delivery shall be available six (6) days a week, with procedures established for stock medications and provision for STAT medications.
- (ii) The Successful Vendor shall provide, through an agreement with a local pharmacy(ies), urgent delivery of STAT medications and pharmaceutical supplies within eight (8) hours of placing the order. Urgent delivery shall be provided twenty-four (24) hours per day, seven (7) days a week and procedures for accomplishing cost-effective, emergency delivery shall be part of the Vendor's proposal.
- (iii) Successful Vendor shall provide, through an agreement with a local pharmacy, emergency delivery of life sustaining formulary and/or non-formulary STAT medications that need to be obtained within one (1) hour of placing the order. Delivery shall be twenty-four (24) hours per day, seven (7) days a week.
- (iv) The Successful Vendor will provide up to a 30-day supply of discharge medications for all incarcerated individuals who have current prescription medication needs at time of release.

r. Pharmacy and Therapeutics Committee

- (i) The Successful Vendor shall participate in a quarterly Pharmacy and Therapeutics Committee meeting to include review of the formulary and non-formulary usage, provider prescribing practices, drug utilization review, educational information, drug costs and other relevant topics to pharmacy operations. The NMCD shall determine the composition of the committee and approve the reports for the committee. The committee will be multidisciplinary in its membership.

- (ii) The Successful Vendor's consultant pharmacist must schedule a visit to each facility's pharmacy area on a quarterly basis, followed by a report of findings delivered to the NMCD. Outstanding issues will be discussed, and any necessary corrective actions will be taken.

s. Formulary Development

- (i) The Successful Vendor shall establish a formulary in consultation with NMCD for use within the facilities. This formulary must meet with the approval of the NMCD and must be current with industry standards within managed care environments. A comprehensive policy and procedure, consistent with NMCD Policy and NCCHC standards, shall describe the use of the formulary and procedures for non-formulary approval. It shall be the responsibility of the Medical Vendor's on-site Medical Director to approve or deny any non-formulary request including psychotropic medications.
- (ii) The formulary for incarcerated individuals must be comparable to formularies currently in effect and used by the State's mental health institutions. Notwithstanding, the Successful Vendor shall promote appropriate generic drug utilization and use of the lowest cost therapeutically equivalent drug within a category.
- (iii) The Successful Vendor shall also develop a formulary for OTC products and shall coordinate it with the use of approved nursing pathways for minor, self-limiting illnesses among the incarcerated individual population.
- (iv) The Successful Vendor's pharmacy staff shall provide technical assistance to the Medical Services and Mental Health Services vendors, and to the NMCD, regarding the definition and procedural use of OTC's and a list of legend medications that may be safely self-administered by incarcerated individual (also known as Keep on Person (KOP) medications). The procedure should include restriction of KOPs for any incarcerated individual unable to manage the responsibility of self-medication.
- (v) The Successful Vendor shall provide a preferred medication list within its managed formulary that will foster safe, appropriate and effective drug therapy. It will accomplish the following:
 - (a) Promote cost containment/effectiveness without increased risk of adverse consequences; and
 - (b) Promote rational and objective drug therapy.

t. Quality Improvement and Consulting Pharmacist

- (i) The Successful Vendor shall assure that every medication dispensed is in compliance with the prescribed orders and has been carefully reviewed for accuracy by a pharmacist registered in the State of New Mexico.
- (ii) A description of the Vendor's Continuous Quality Improvement System (CQIS) with respect to pharmacy practices shall be included in the Vendor's proposal.
- (iii) The Successful Vendor must provide a registered pharmacist to conduct quarterly facility audits and quality improvement reviews. The audit document used by the

Successful Vendor must be consistent with the accreditation requirements established by the NCCHC and NMCD, as appropriate, and must be approved by the NMCD.

u. Policy Development

The Successful Vendor shall assist in the review of NMCD pharmacy policy and procedure. Development of any new policy language will be in conjunction with, and approved by, the NMCD. The Successful Vendor shall review the NMCD Policies annually and recommend modifications as necessary.

v. Medication Administration Record (MAR)

The Successful Vendor shall generate, maintain and provide Medication Administration Records (MARs) to NMCD for all incarcerated individuals.

w. Pharmacy Consultation and Inspection

- (i) The Successful Vendor must provide consultant services by a pharmacist and/or physician for analysis and consultation with the NMCD on prescribing practices and treatment alternatives. Successful Vendor must work collaboratively in the collection and reporting of data and in the development of indicators to be measured. Reports from every consultation and inspection shall be provided to the NMCD.
- (ii) The Successful Vendor shall conduct quarterly on-site inspections which shall be standardized and include aspects of pharmacy from the point of prescription order handling, dispensing, administration/distribution, and documentation. The pharmacist shall inspect all areas where the medications are stored and maintained at NMCD. The inspection shall cover other aspects of pharmaceutical management such as storage conditions, security, disposal practices, return of unused medications, and documentation of inventory management for stock medications, psychotropic medications, and controlled substances. Security aspects such as double locking shall be included. Survey of the physical plant shall be included such as light, temperature control, moisture, and refrigerator use shall be included. The inspecting pharmacist shall produce a report from each inspection and suggest corrective action plan for any areas found problematic. The reports shall be provided to the NMCD and the Medical Vendor's Facility Administrator within 10 calendar days of the inspection. The Successful Vendor shall provide timely follow-up and problem resolution on any issue within its area of responsibility.
- (iii) Upon obtaining the contract and in preparation for providing services, the Successful Vendor shall provide an initial inspection to determine the needs of each facility of health care services and to determine needs with respect to pharmacy storage, dispensing, and pharmacy security issues. Recommendations shall be presented to the NMCD within 10 business days of the inspection.

x. In-service Training and Orientation

The Successful Vendor shall provide on-site in-service/training during system implementation for all appropriate parties that will be involved with administering and/or ordering medication or pharmaceutical supplies. Additional on-site training shall be provided as necessary. The provision of updated training materials to NMCD and its

agents involved in the prescribing, ordering, receiving, storing, and dispensing of medications shall be the responsibility of the Successful Vendor.

y. Non-Formulary Request System

The Successful Vendor's dispensing system must assure that incarcerated individual medication is provided in accordance with the approved NMCD formulary. However, a documented mechanism must be in place to allow the Vendor's providers to authorize non-formulary or alternate medication where clinical need dictates.

z. System Implementation

- (i) The Successful Vendor shall provide a Project Work Plan identifying and documenting the detailed requirements/specifications for integrating the Pharmacy Services System into NMCD operations. The Successful Vendor shall include the following in the Project Work Plan:
 - (a) An implementation schedule, to include start date from award of contract. The Successful Vendor will have a maximum of thirty (30) days to complete the implementation process.
 - (b) Document all requirements and specifications for integration and implementation.
 - (c) Identify equipment, facility, personnel, and logistical needs required by Vendor during implementation to be provided by NMCD.
 - (d) Identify equipment, software, logistical support, and personnel available to NMCD during and after implementation.
 - (e) Detail the process for training of all appropriate parties.
 - (f) Identify how currently incarcerated individual prescriptions/MARs will be transferred to the Successful Vendor's system.

aa. Reports

- (i) The Successful Vendor shall provide an internet secure web-based integrated reporting system for NMCD use that provides up-to-date data (previous day's orders must be viewable) on all pharmaceuticals ordered for NMCD utilization management. This system shall provide for reporting by dates, cost, facility, prescriber, incarcerated individual, drug or drug category utilization or any combination thereof, as well as those prescriptions needing to be refilled. In addition, monthly reporting of drug returns and prescription errors shall be provided.
- (ii) The Successful Vendor shall work collaboratively with the Medical and Mental Health Services vendors in the collecting and reporting of data and in the development of indicators to be measured and standard reports for management and administrative purposes. These will include, but not be limited to, reports monitoring provider prescription practices against the NMCD formulary established in conjunction with the Successful Vendor, and any reports necessary for cost audit purposes. The Successful Vendor shall provide to the NMCD, upon request, specific reports detailing medical information within one business day.

bb. Credits

- (i) The Successful Vendor will give a 100% credit on properly returned medication purchased by NMCD under the following conditions:
 - (a) The returned items have at least ninety (90) days of the expiration date remaining.
 - (b) The items are tamper free and in the original packaging. Returned medication is any medication originally dispensed by Pharmacy that has been:
 - (1) Stored properly at the Facility
 - (2) Never been opened (except for unit dose “labeled” blister cards when the card has been partially used)
 - (3) Has never been dispensed to an incarcerated individual.

cc. Pricing and Payment

- (i) Vendor pricing shall be as follows: Total pricing shall include base cost (actual acquisition cost) of medications or pharmaceutical supplies plus management fee per incarcerated individual per month (All proposals must include this option).
- (ii) Management fee per incarcerated individual per month based on average aggregate population of all NMCD facilities in the preceding month.

Management fee will include the cost of the entire program, e.g. equipment, overhead, distribution, labor, taxes.
- (iii) Alternative pricing proposals of markup percentage (%) or service fee per prescription may also be offered.
 - (a) Mark-up percentage (%): Vendor, at its discretion, may present a sliding percentage based upon total annual net medication expense.
 - (b) Service Fee per Prescription: Service fee will include the cost of the entire program, e.g. equipment, overhead, distribution, labor, taxes. Other costs may be proposed separate from the actual procurement of the product and ongoing service of the contract (i.e. one-time start-up costs).
- (iv) Successful Vendor's price adjustments will be restricted to the base cost of the pharmaceutical supply or medication. Price adjustments, if requested, will be supported by appropriate documentation. Price adjustments will not include the mark-up percentage for service fee or increase of management fee per incarcerated individual unless originally specified as an annual escalator in a multi-year proposal.
- (v) Successful Vendor agrees to provide, as requested by NMCD, copies of actual invoices from any vendor suppliers.
- (vi) Successful Vendor shall detail all on-going training, systems/equipment maintenance or other costs associated with this contract.
- (vii) Actual Acquisition Cost Pricing (per unit) must be provided for drugs listed in **Appendix E** in an Excel format.

M. In-Patient Hospital Services

This category includes all forms of in-patient hospital care for incarcerated individuals, including but not limited to critical care, general hospital services, emergency room utilization, in-patient case management and discharge planning. Surgeries and procedures should be performed in an out-patient/day surgery venue whenever medically appropriate. Vendors are encouraged to negotiate with community hospitals regarding the management and utilization of hospital bed space. All Vendors are encouraged to propose new methods to economize incarcerated individual hospitalization.

1. Case Management of Hospitalized Incarcerated individual

- a. Successful Vendor shall monitor the status of hospitalized incarcerated individual daily and reports for hospitalized incarcerated individual shall be shared with the facility manager responsible for on-site continuity of care and NMCD staff designated by the NMCD.
- b. The Successful Vendor shall complete daily physician-to-physician reporting on all hospitalized incarcerated individuals.
- a. The Successful Vendor shall send statewide summary information regarding hospitalized incarcerated individuals to the NMCD daily.
- b. The Successful Vendor shall communicate with the hospital's utilization managers/discharge planners such that discharges can be arranged as soon as possible.
- c. The Successful Vendor shall obtain discharge summary information including incarcerated individual instructions upon discharge of any hospitalized incarcerated individual and make it available to the incarcerated individual facility health care staff such that appropriate care can be continued on-site.

N. Substance Use Treatment Services

The NMCD requires the operation of some form of substance use treatment services at all facilities. The services must provide a continuum of clinical services that includes screening and assessment, residential treatment programming, out-patient treatment programming, transitional treatment programming and aftercare.

The Successful Vendor shall assess every prisoner, upon intake, for their substance use treatment need.

1. Medication-Assisted Treatment Services

- a. The Successful Vendor shall continue the MAT services currently offered within all NMCD facilities and propose additional enhancements to the treatment services.
- b. The Successful Vendor will ensure sufficient DEA X-waivered providers on staff to provide MAT services for the entire NMCD population as medically indicated while considering security and safety considerations.

2. Residential Treatment Program Description

- a. The Successful Vendor shall develop, establish, and operate a structured residential treatment program for substance use disorder located at the secure facilities, including a component which includes transition treatment programming. The program may run 6-12 months in duration and should seamlessly transition to aftercare treatment at a minimum-security facility. The program is designed for those prisoners identified as most in need of intense treatment services.

- b. It is the intent of the NMCD that the Successful Vendor will provide treatment services to as many individuals as possible, within the parameters of the described scope of services, and within the total funds available for this project. Keeping the treatment beds filled is a priority for NMCD.

3. Out-Patient Treatment Program Description

NMCD is committed to increasing the success of incarcerated individuals who are transitioning from prisons to the community. The Successful Vendor shall provide a comprehensive out-patient-level substance use treatment program at all facilities. This program is for prisoners not participating in the residential treatment program, but still in need of treatment services. The program may run up to 6 months in duration and will be operated in general population housing areas. Vendors shall propose a curriculum and treatment model best suited for out-patient treatment services. These services may include Comprehensive Assessments, Individual and Group treatment, Intensive Treatment Groups and Skill Building Groups.

4. Program Requirements

a. Program Phases

Incarcerated individuals' length of participation in the programs will depend upon type of the program, individual treatment needs, and time left before release to the community. The Program established by the Provider shall require participants to demonstrate improvement and increased skills as they progress in treatment through a well-defined system of phases, with each phase showing increasing levels of success in treatment and progress. The phase system shall contain the following elements:

- (i) Assessment and orientation.
- (ii) Active treatment; Skill building or pre-exit planning; and
- (iii) Transition, or relapse prevention and exit planning.

b. Treatment Content: The Successful Vendor's substance use treatment proposal shall contain the following elements:

- (i) Substance Use Treatment Services Coordination consists of developing, implementing, and maintaining an overall plan of access to and retention in a continuum of comprehensive substance use modalities and programs for a specific participant. This is necessary to achieve the goals of successful program completion, release, reintegration into the community, and permanent cessation of criminal and substance use behaviors.
- (ii) The substance use treatment programs shall contain the following treatment components:
 - (a) Assessment
 - (b) Individualized treatment planning

- (c) Individual and group counseling
- (d) Urinalysis testing
- (e) Addiction education
- (f) Life-management skills
- (g) Relapse prevention

5. General Requirements

The Successful Vendor must include in its plan for services each of the following work requirements:

a. Treatment Methodology:

- (i) The treatment methodology must be approved by the NMCD. There should be a minimum number of hours per week of individual and group activity for each participant with program staff physically present at all times. Each participant shall have access to a minimum number of hours per week of optional individual and group activity which may include participation in self-help programming.
- (ii) Didactic groups, seminars and community meetings shall be organized to provide habilitative and rehabilitative services, substance use education and social and recreational activities.

b. Assessments

All program participants must receive a computerized screening and thorough clinical substance use assessment by a qualified member of the treatment team. The Successful Vendor must identify the assessment instrument to be used. Assessments must include bio/psycho/social information. The assessment must be completed as part of the intake process and be reviewed as part of the program selection process.

c. Evaluation Plan Requirement:

The Successful Vendor must provide a statement explaining how it plans to evaluate the impact and implementation of the proposed treatment services. The plan must show how information will be collected and how data will be analyzed. The evaluation plan should demonstrate:

- (i) The extent to which the services were successfully implemented; and
- (ii) The success of the service in achieving effective program outcomes

d. Working Hours

The working hours of the treatment staff at the different treatment programs will be established to fit within the needs of the individual facility's schedule.

e. Experience

All substance abuse counselors who work under any contract awarded as a result of this SOW must be experts in the substance use field. In addition, counselors must have knowledge in working with justice involved populations.

f. Clerical Assistance

Clerical assistance and support services necessary for the administration of the substance use treatment programs will be the responsibility of the Successful Vendor.

g. Data Requests

The Successful Vendor will be required to provide basic data to the facility's chief administrative officer or the NMCD substance use treatment services administrator upon request.

h. Confidentiality of Records

In view of the importance of protecting the client/therapist privilege and confidentiality of incarcerated individual records, the NMCD requires the Successful Vendor to abide by all state and federal statute governing incarcerated individual confidentiality.

i. Data Collection and Reporting Requirements

(i) **Data Entry:** The Successful Vendor shall collect and maintain data electronically (to be contained within a comprehensive electronic medical record system) for all participants in the program.

(ii) **Other Reporting:** Upon request, the Successful Vendor shall submit such other information and reports relating to its activities under this contract on such forms and at such times as may be required by the NMCD.

(iii) **Progress Reports:** Routinely provide progress reports on incarcerated individuals to the NMCD staff and, upon request, special reports to other state agencies.

(iv) The Successful Vendor shall be required to:

(a) Develop a written individualized treatment plan for each incarcerated individual who participates in the program. The plan shall define the program's requirements and expectations for participation and the consequences for nonparticipation. The plan shall include participant treatment goals, specific services and activities to be accessed and, for each service and/or activity, the beginning and ending dates and frequency.

(b) Maintain a master roster of incarcerated individuals admitted to the program with admission and discharge dates. The list also must indicate the type of discharge. The specific discharge types and categories will be established in consultation with NMCD.

This information must be made available to NMCD upon request at any time.

(c) For incarcerated individuals enrolled in aftercare, the Successful Vendor must provide a discharge summary within (30) days of the incarcerated individual discharge from aftercare. The discharge summary shall describe the status of the incarcerated individual discharge.

(d) The discharge summary must be placed in the NMCD incarcerated individual file. If the incarcerated individual is discharged for noncompliance, a copy of the discharge summary must be provided to the incarcerated individual.

j. Monthly Reports

(i) The Successful Vendor must provide the NMCD with a monthly report. The monthly report must include but not be limited to:

- (a) The number of successful completions for each program
- (b) The number of unsuccessful completions for each program
- (c) Average daily beds occupied in each program
- (d) The daily average of vacant beds in each program
- (e) The daily average of staff vacancies in each program
- (f) The number of grievances received from residents
- (g) Other data as requested by the NMCD

k. Recruitment

(i) Although the NMCD's case management staff may refer candidates for program participation based on their substance use history, assessment placement of prisoners into treatment programs is the sole responsibility of the Successful Vendor. The Successful Vendor must maintain a list of eligible candidates and coordinate with NMCD to ensure that eligible candidates are placed in the appropriate treatment program based on clinical indicators.

(ii) The Successful Vendor must review new admissions, interview incarcerated individuals, examine sentencing orders, and develop a list of potential candidates for the programs. The Successful Vendor must communicate with case management and security staff to coordinate transferring incarcerated individuals who meet the admission criteria into the programs.

l. Treatment Staff Description and Qualification

(i) The Successful Vendor must have experience working with incarcerated individuals in the criminal justice system. The Successful Vendor should have experience working with incarcerated individual in the criminal justice system in a residential treatment setting, although not all positions must be filled by individuals who have experience in a residential treatment setting. The Successful Vendor shall be responsible for recruiting, training, supervising, and maintaining staff necessary for the operation of this project. All staff working within a facility must meet the security requirements for admission to the facility and obtain the approval of the warden.

(ii) The full-time Program Director must be a Certified Alcohol & Drug Counselor (CADC) and shall be the contracted staff person with overall administrative responsibility for the delivery of treatment services. Working with the NMCD, the

planning, direction and coordination of all institutional activities shall rest with this position. The Program Director is the individual charged with the selection and training of staff, monitoring program effectiveness, coordinating invoicing, submitting monthly reports to the Department, and managing the placement of graduates into community treatment programs.

(iii) All substance use counselors who are working under the resulting contract must be skilled in the field of substance use and be experienced working with justice-involved populations. In addition:

- (a) The Successful Vendor must describe in detail how they propose to staff the treatment programs.
- (b) A plan for how the staff would interact, collaborate, and partner with the NMCD staff and other vendors must also be described.
- (c) Vendors must describe the work schedule proposed for each position, including information such as whether any position is working weekends or evenings.

m. Transition Resources

The Successful Vendor must be familiar with state approved and funded community substance use treatment programs. The Successful Vendor, in conjunction with NMCD case management, shall develop referrals for safe housing, medical assistance, education, vocational training, and other needs. Because transition planning is crucial to the success of the NMCD substance use treatment program, vendors must describe its strategy in detail.

n. Urinalysis Testing

Random urinalysis (UA) of program participants may be conducted at any time. NMCD is responsible for the UA component of the substance use treatment programs unless there is a medical need for urinalysis screening. If a incarcerated individual has a positive UA while in treatment, sanctions may be imposed after consultation with treatment providers. It will be possible for a incarcerated individual who has been discharged from the program for an infraction to earn his way back into the program. Such case management decisions will be made on a case-by-case basis by NMCD.

o. Continuing Education Requirement

The Successful Vendor must assure that, at no cost to the State, their program managers working under the terms of the contract meet and maintain the legal requirements for certification. Continuing education hours and costs are not billable to the State.

p. Work Schedule

The Successful Vendor shall give the Chief Administrative Officer and On-Site Manger of each NMCD facility a master schedule of all provider positions and a bi-weekly schedule and assignment roster for each facility.

O. Administration

1. Regional Management Team

- a.** The Successful Vendor shall establish a Regional Management Team, based in New Mexico, responsible for the management of the contracted services. The team shall include, at a minimum:
 - (i) Chief Administrator
 - (ii) Medical Director
 - (iii) Behavioral Health/Mental Health Director

2. Coordination and Communication with NMCD

- a.** To ensure that NMCD's needs, and the medical needs of the incarcerated individual are met, the Successful Vendor shall coordinate closely and communicate regularly with the chief officer or designee in each facility, with the NMCD Health Care Services Division, and the NMCD Executive Team.
- b.** The Successful Vendor shall establish protocols for daily communication with the NMCD and facility administrative staff, with such protocols to be approved by the NMCD. Successful Vendors' medical and mental health administrative staff shall each identify a single contact person in each facility, and the contact person shall be available in the facility on a daily basis. The Successful Vendor is responsible for informing NMCD of a change or substitution, whether temporary or permanent, of the single contact person in each facility. The Successful Vendor must keep the NMCD administrative staff in each facility informed of issues and problems, their resolution, special needs, and special medical circumstances as well as any other pertinent medical information.
- c.** Successful Vendor shall coordinate its activities closely with those of the administrative and security staff in each facility in regard to Sick Call, off-site appointments, medication distribution and other medical services.

3. Human Resource Management

a. Obligation for Facility Health Unit Administration

The Successful Vendor shall identify a management staff member for each facility who shall be responsible for corporate and administrative functions related to contract implementation and for liaison activities with the NMCD. Unless noted above, this individual may be at the facility or regional level.

b. Recruitment and Retention

The Successful Vendor shall have a continuously active recruitment and retention operation designed to attract qualified health professionals and keep all positions filled on par with industry standards. The plan must be in writing and accepted by the NMCD.

c. New Employee/Successful Vendor Training and Unit Orientation

- i.** The Successful Vendor shall have a written New Employee Orientation and Training Plan and a system for orienting and training new employees. The Successful Vendor will coordinate orientation and training programs with NMCD, which includes 40 hours of ongoing training as required by NMCD policy and ACA

standards. In addition, the Successful Vendor shall have a system for investigating and verifying the credentials of licensed and certified health care professionals.

- ii. The Successful Vendor may be requested to develop and provide training for NMCD staff as well as work in conjunction with the NMCD training team.
- iii. The Successful Vendor shall have a program for updating the clinical skills of all health professionals it employs to provide services to NMCD. The Successful Vendor shall require all of its on-site employees to undergo suicide prevention training approved by NMCD.
- iv. The Successful Vendor shall provide monthly updates on NMCD staff orientation and training including specific training/orientation by facility and the individuals involved.

d. Credentialing and Privileging of Professional Staff

The Successful Vendor shall verify the licensure, privileges and certifications required of each specialist or off-site provider used by the vendor to provide services to incarcerated individual in NMCD custody and shall maintain a record of that verification.

e. Work Hours Required On-Site

- (i) A 40-hour week is full time. Meal breaks shall not be reimbursed. Credit for filling a post is given when an individual reports for duty at the facility to provide clinical service. Travel time is not considered as time worked with regard to the staffing hours.
- (ii) All full-time hours shall be spent on-site at a facility, except as is otherwise expressly agreed to in writing by the NMCD. Successful Vendor must supply written documentation detailing schedules which are not consistent with the 40-hour week. Facility staffing work schedules may be modified only upon prior written agreement between the NMCD Health Care Services staff and the Vendor. Each Vendor responsible for providing staff to the NMCD under this solicitation must obtain approval for any Vendor staff off-site training time. The maximum allowable training time per individual clinical staff member is 40 hours per year. Staff training planned for Vendor's non-clinical staff should be clearly presented in Vendor's response to this SOW. The NMCD will not count staff time in attendance at off-site meetings unless authorized in advance by the NMCD Health Care Services Division.

f. Incarcerated individual Grievances and Inquiries

- (i) The Successful Vendor(s) shall act on all complaints and inquiries received from the NMCD and others as directed by the NMCD Health Care Services Division and forward a comprehensive written response to any complaint to assure the problems are addressed and resolved. The Successful Vendor shall establish appropriate procedures to respond to all incarcerated individual grievances relating to medical care consistent with NMCD policies governing incarcerated individual grievances.
- (ii) The Successful Vendor shall maintain comprehensive monthly information on all incarcerated individual grievances filed and actions taken in response at each facility, in the format that is specified by the NMCD and provide monthly summaries as a part

of the Monthly Health Care Services Report. The NMCD reserves the right to review any incarcerated individual complaints concerning medical care and the Vendor's actions in response thereto. The Successful Vendor shall implement NMCD recommendations in disputed cases. No additional costs to the NMCD will be permitted in such cases.

(iii) The Successful Vendor shall provide timely investigation of all complaints and inquiries and report to NMCD on their resolution. In all such cases, the NMCD has the final authority to resolve such complaints.

g. Policies, Procedures, and Guidelines/Protocols

The Successful Vendor will familiarize itself with and follow all NMCD policies and procedures affecting vendor's operations. The Successful Vendor shall develop uniform policies, procedures, and guidelines/protocols consistent across all facilities at the beginning of the contract. The policies, procedures, and guidelines/protocols must be submitted to the NMCD for approval within 60 days of the contract award and must meet NCCHC standards and be consistent with NMCD policies and procedures. All changes/revisions shall be supplied 30 days prior to the intended initiation of such changes/revisions and be approved by the NMCD Health Care Services Division. All Vendor policies and procedures are subject to final approval by the NMCD.

h. Continuous Quality Improvement

The Successful Vendor shall have a written continuous quality improvement system showing the continuous emphasis on quality it dedicates to all programs and services provided. The program shall be evidence based, i.e., it shall be supportable by data collected and compiled by the Successful Vendor on all service areas it provides under this contract. While utilization plays a role in the efficiency of services provided, quality indicators in the form of Outcome Measures must be established in coordination with the NMCD to assure both efficiency and quality. The Successful Vendor shall work with the NMCD management team to develop a common form, format, and schedule for quality improvement reporting to ensure a system and tools for monitoring Vendor's efficiency, effectiveness, and quality of services. Monthly reporting to the NMCD is mandatory and must be received prior to the Successful Vendor receiving payment for the reporting month. The goal is to ensure adequate access to care for incarcerated individuals with serious medical illness, to improve incarcerated individual outcomes, and to meet NCCHC standards.

i. Morbidity and Mortality Review

The Successful Vendor's clinical staff shall participate in NMCD Morbidity and Mortality Review Committee meetings consistent with NMCD Policy and NCCHC Standards.

j. Post-Critical Incident Review

The Successful Vendor shall participate in the NMCD post-critical incident review process as defined in NMCD policies.

k. Risk Management

Data from Continuous Quality Improvement activities, Morbidity and Mortality Review, and Post-Incident Review shall be analyzed by the Successful Vendor to identify problems and determine trends that would suggest opportunities for improvement. The Successful Vendor shall work with the NMCD Health Care Services Division to develop and provide these reports.

I. Informed Consent/Right to Refuse Treatment

- (i) Successful Vendor shall obtain an incarcerated individual written informed consent to any treatment which shall document that the incarcerated individual has received the material facts about the nature, consequences and risks of any proposed treatment, examination, or procedure and the alternatives to the same.
- (ii) The Successful Vendor shall document—in the incarcerated individual electronic medical record—any refusal of treatment by a incarcerated individual after having been provided information of the nature, consequences and risks of any proposed treatment.

m. Records and Reports

Successful Vendor shall timely submit monthly Health Services Reports (including utilization data, risk management, quality improvement activity summary reporting, etc.) to the NMCD in the form and format proscribed by the NMCD.

n. Response Team

Successful Vendor shall participate in NMCD's response team that provides post trauma incident debriefings and counseling services for vendor and NMCD staff following critical incidents including disaster and pandemic episodes. Response sessions are intended to expedite the recovery process, help foster a better understanding of the roles and traumas each person suffered, aid in recovery, and promote a better understanding and appreciation for the roles played by the NMCD and vendor employees.

Successful Vendor shall participate in the provision of these services both on- and off-facility.

o. Cooperative Interaction with Other Providers/Vendors.

The Successful Vendor shall work cooperatively with any and all other health care vendors selected by the NMCD in order to provide comprehensive services to NMCD incarcerated individual such that access to care, continuity of care, and quality of care are maintained. Administrators and Clinicians will participate in such standing and ad hoc committees to coordinate vendor activities as are determined necessary by the NMCD.

The Successful Vendor shall also work collaboratively with the Office of Substance Abuse and Mental Health Services to continue implementation efforts of Medication Assisted Treatment (MAT) to combat opioid addiction at select NMCD facilities.

P. Information Technology Requirements

- 1. The Successful Vendor will work with NMCD to create an interface between the vendor's electronic record system and NMCD's EHR and its Offender Management System known as

OMNI.

2. The Department is in the midst of a new project to host its EHR in the cloud environment.
3. The Successful Vendor will work with NMCD and submit any required information to the Department to show compliance with relevant DoIT policies:
4. All data shall remain the property of NMCD throughout the contract term(s) and shall be provided to the Department at the end of the resulting contract, or when requested, at no additional cost. In addition, at the end of the resulting contract, the awarded Vendor shall have no rights or ability to retain or use the Department data.
5. NMCD confidential data cannot be stored or accessed outside the Continental U.S.
6. The Successful Vendor will conduct an annual Disaster Recovery test and provide the results of this test to the Department of IT upon request.
7. Successful Vendor will cooperate in the implementation of all agreed upon Service Level Agreements.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Responder **must**:

- a) provide a detailed 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 Responder has supplied expertise for similar contracts and must include the extent of their experience, expertise, and knowledge as a provider of inmate medical, inmate mental health, and inmate behavioral health services. All inmate health care services provided to private sector will also be considered;
- b) provide the necessary corporate administrative functions such as timekeeping, payroll, personnel functions, human resources, billing tasks, obligation payment, telephone and fax lined for long distance calls and all other customary business functions. Additionally, contractor(s) shall provide local administrative staff sufficient time to achieve the goal of delivering a comprehensive health care services program.
- c) The contractor's regional management staff (key personnel) responsible for this contract will reside in New Mexico full time in order to be in close proximity to the NMCD HSB central office and NMCD facilities to provide effective administrative and quality assurance oversight. The contractor shall have in place, by the contract start date, the essential administrative and operational policies, and procedures for compliance with contract specifications and administration of the health care program.

2. Organizational References

Responder 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.

Responder shall include the following Business Reference information as part of its Response:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (Medical services set-up; software programs, communications protocol on inmate medical issues);
- e) Staff assigned to reference engagement that will be designated for work per this RFI; and
- f) Client project manager's name, telephone number, fax number and e-mail address.

Responder 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 Responder.** It is the Responder'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 Responder's score in the evaluation process. Responders are encouraged to specifically request that their Organizational References provide detailed comments.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Contractors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years if they exist. The submission must include the audit opinion, the balance sheet, and statement of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, contractor must state the reason and, instead, submit sufficient information (e.g., D&B report) to enable the evaluation committee to assess the financial stability of the contractor.

2. Performance Surety Bond

Responder(s) must have the ability to secure a Performance Surety Bond in favor of the NMCD to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award. **A Statement of Concurrence, as defined in Section I.F.37, must be submitted in the Responder's Response.**

3. Letter of Transmittal Form

The Responder's Response **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 Responder's disqualification.**

4. Campaign Contribution Disclosure Form

The Responder must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Responder's Response. 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 Responder's disqualification.**

5. Oral Presentation

If oral presentations are held, finalist Responder(s) may be required to explain, demonstrate, detail, and/or clarify any aspect of its submitted Response, 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.

6. Cost

Responders must complete the Cost Response Form in APPENDIX D. Cost will be measured by calculating the total contract price of Comprehensive Healthcare (Combined cost for all services to be rendered).

7. New Mexico/Native American Resident Preferences

To ensure application of § 13-1-21 NMSA 1978 (as amended), a Responder **MUST** submit a copy, in this section, of its valid New Mexico/Native Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference Certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

B. EVALUATION FACTORS

1. B.1 Organizational Experience

NMCD will look at the thoroughness and clarity of Responder's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Responder's experience, expertise, and knowledge; and of personnel education, experience and certifications/licenses.

2. B.2 Organizational References

Responders 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 value to a recommendation during the evaluation process.

3. B.4 Mandatory Specifications

NMCD will evaluate Responders knowledge in providing services as proposed in the response. NMCD will look at Responders general approach and plans to meet the NMCD service requirements specified in this RFI, the Responders proposed project management style and resources utilized in service delivery and the overall ability of the Responder, as judged by the committee based on responses, to successfully provide the services requested.

4. C.1 Financial Stability

Providing the financials information that has been requested assists NMCD in recognizing whether the responder has adequate cash flow to provide the magnitude of services requested.

5. C.2 Performance Bond

The NMCD needs to know if selected as the contractor for these services, that the responder is willing to provide the Performance Bond upon successful completion of a contract. By responding with a statement of concurrence, the NMCD will recognize that Responder is willing to meet this requirement.

6. C.5 Oral Presentation (See Table 1)

NMCD will evaluate Responders oral presentations by its 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, NMCD will provide the Responder a presentation agenda. (If no Oral Presentations are held all Responders will receive the maximum number of total points for this Evaluation Factor).

7. C.6 Cost (See Table 1)

The evaluation of each Responder's cost Response will be conducted using the following formula:

NMCD will add the budget totals for all four years to calculate the Cost score.

Lowest Responder's Cost
----- X Available Award Points
Each Responder's Cost

8. C.7. New Mexico/Native American Resident 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 a Responder 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 RFI.

B. New Mexico/Native American Resident Veteran Preference

If a Responder 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 RFI.

C. EVALUATION PROCESS

1. All Responder Response will be reviewed for compliance with the requirements and specifications stated within the RFI. Response deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Responder for clarification of the response as specified in Section II. B.7.
3. Responsive Response will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Responders with the highest scores may be selected as finalist Responders, based upon the Response submitted. The responsible Responders whose Response 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 INFORMATION

Inmate Health Services
#25-770-1300-00001

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 RFI. Failure to return the Acknowledgement of Receipt Form does not prohibit Responders from submitting a response to this RFI. However, by not returning the Acknowledgement of Receipt Form, the potential Responder's representative shall not be included on the distribution list and will be solely responsible for obtaining from the NMCD website responses to written questions and any amendments to the RFI.

The information below will be used for all correspondence related to the RFI. Only one contact per Responder is permitted.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:
To: Kathleen B. Garcia
E-mail: Kathleen.branchalgarcia@cd.nm.gov
Subject Line: Inmate Health Services RFI #25-770-1300-00001

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, *et seq.* NMSA 1978 and § 13-1-191.1 NMSA 1978 (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 Response 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 NMCDor 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 RESPONSE 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 Response or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Response .

“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 Response and ending with the award of the contract or the cancellation of the request for Response s.

“Prospective contractor” means a person or business that is subject to the competitive sealed Response 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 Response 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

STATE OF NEW MEXICO

THE NEW MEXICO CORRECTIONS DEPARTMENT PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CORRECTIONS DEPARTMENT**, hereinafter referred to as the “Agency,” and _____ hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Agency.

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. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed _____.** 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 Agency. 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 AGENCY. This Agreement shall terminate on _____ 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 following 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. Prison Rape Elimination Act (PREA) Standards:

Any Contractor providing services to NMCD who has direct contact with inmates or parolees who are in the care and custody of the State of New Mexico, shall adhere to and require its employees or other persons performing the services contemplated by this Agreement to adhere to PREA standards while providing such services for and in DEPARTMENT facilities. Any new contract or contract renewal shall provide for agency contract monitoring to ensure that such persons are complying with the PREA standards. [§115.12]

24. Security Clearances and Background Checks:

The Contractor and its employees, subcontractors, or agents agree to cooperate with and abide by any and all rules and regulations set forth by the Agency so as not to interfere with the daily operations of the Agency or to jeopardize the health and safety of any employees, inmates or the general public. The Contractor and its employees, subcontractors, or agents who will have access to NMCD properties and inmates are subject to security clearances and/or background checks.

Any security clearances and/or background checks required by the Agency for the Contractor's employees, subcontractors, or agents must be obtained prior to commencement of the job. Agency reserves the right to deny any employee, or agent of the Contractor access to the Agency property should that individual fail the criteria required for the security clearance or be found to be in violation of NMCD policies and procedures.

Agency reserves the right to provide and escort and/or require full time supervision for the Contractor, its employees, subcontractors, or agents, during any or all phases of a project should user agency feel it is necessary.

Agency reserves the right to escort any employee, subcontractor or other agent of the Contractor off the Agency property for any inappropriate conduct or actions that jeopardizes the safety, security, or wellbeing of the facility. If such conduct or action should occur, then, this agreement may be terminated immediately.

25. Cooperation with NMCD Investigations:

In addition to the foregoing, the Contractor must furnish all information and reports required by, or pursuant to, the rules, regulations, and policies of the NMCD, and will permit access to, and the interview of, its employees, subcontractors, or other agents as well as the examination and copying of its records, unless such materials are legally privileged, by the NMCD Office of Professional Standards, the Security Threat Intelligence Unit and the Equal Employment Opportunity Officer and the United States Department of Justice, the New Mexico Department of Public Safety, the New Mexico General Services Department, the New Mexico Risk Management Division, and/or the New Mexico Workforce

Solutions Department, and will otherwise fully cooperate with any such investigation. Any willful violation of this requirement will be grounds for immediate termination of this agreement and removal of the Contractor from the property.

26. Criminal Justice Information (CJI) Security Compliance

Any Contractor providing services to NMCD that has access to CJI will be required to review, acknowledge and adhere to the Criminal Justice Information System (CJIS) Security Addendum, review other CJIS related documents as identified in the CJIS Security Addendum and complete the most current level of CJIS Security Training; at the Contractors expense.

The CJIS Security Addendum is a uniform addendum to an agreement between a Criminal Justice Agency and a private contractor, approved by the Attorney General of the United States, which specifically authorizes access to CJI, limits the use of the information to the purpose for which it is provided, ensures the security and confidentiality of the information consistent with existing regulations, provides for sanctions, and contains such other provisions as the Attorney General may require.

27. 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.

28. 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: The New Mexico Corrections Department Attn: 4337 State Highway 14 Santa Fe, NM 87508	To the Contractor:
--	---------------------------

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 a binding contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Agency.

By: _____ Date: _____
Agency Cabinet Secretary or Designee

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

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

By: _____ Date: _____
Contractor

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

ID Number:

By: _____ Date: _____
Taxation and Revenue Department

APPENDIX D
COST RESPONSE FORM

Will Provide Cost Response Form to Responders upon receipt of “Acknowledgment of Receipt Form”.

APPENDIX E

LETTER OF TRANSMITTAL FORM

Please complete this required form in its entirety.

RFI#: 25-770-1300-00001

1. Identify the following information for the submitting organization:

Responder Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

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 Responder:

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

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

3. 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 RFI;
- I concur that submission of our Response constitutes acceptance of the Evaluation Factors contained in Section V of this RFI; and
- I acknowledge receipt of any and all amendments to this RFI, 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 RFI process, requires Responders to list a minimum of three (3) organizational references in their Response. The purpose of these references is to document Responder's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Responder's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Responder is required to send the following Organizational Reference Questionnaire to each business reference listed in its Response, 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 **Kathleen B. Garcia @ Kathleen.branchalgarcia@cd.nm.gov** by **June 17**, for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted Response. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFI # 25-770-1300-00001
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Vendor)

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: Kathleen B. Garcia
Email: Kathleen.branchalgarcia@cd.nm.gov

Forms must be submitted no later than **June 17, 2024**, 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 Responder’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 Kathleen.branchalgarcia@cd.nm.gov. When contacting the Procurement Manager, include the Request for Information number provided at the top of this page.

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

QUESTIONS:

1. In what capacity have you worked with this 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 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 products 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: