



REQUEST FOR PROPOSALS (RFP)

**Comprehensive Inmate Medical, Mental and Ancillary
Healthcare Services for
Roosevelt County Detention Center**

RFP# 2016-02
Released: Sept. 18, 2015

Proposal Submittal Due Date: Oct. 13, 2015 at 2 p.m.

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of turn-key and comprehensive medical, mental and ancillary inmate healthcare services to the Roosevelt County Detention Center.

B. PROJECT OVERVIEW

Roosevelt County Detention Center (RCDC) is formally requesting sealed proposals from organizations having specific experience providing high quality, professional and comprehensive inmate medical, mental and ancillary healthcare services to the inmates incarcerated in the RCDC. These correctional healthcare services must be turn-key and include physician services (*by a locally based physician*), nursing services utilizing only licensed and certified healthcare professionals, any and all pharmaceuticals utilizing a correctional based formulary, ancillary medical; (including on-site dental, laboratory, x-ray, medical waste disposal), office supplies, an independent electronic medical records (EMR) system, utilization management (UM) services, local New Mexico based operational support, general management services and indemnification/risk management services.

The successful vendor will provide correctional based inmate medical, mental and ancillary healthcare services and electronic medical records (EMR) management solution for the detainees housed at the RCDC, located at 1700 N. Boston, Portales NM 88130. The adult facilities houses both male and female detainees and has a total average daily population (ADP) of 72. Roosevelt County averages 28 outside/neighborhood county inmates. As RCDC pursues the NMAC Detention Affiliate Accreditation Program and follows the Jail Federal Standards, the County desires 24 hour medical coverage to include onsite between the hours of 7 AM – 2AM with the remaining five hours covered by on-call services. This will ensure every inmate has 24 hour access to healthcare services.

C. OBJECTIVES

The objective of this RFP is to select a highly qualified vendor that has the proven experience and expertise to perform services described in this RFP and is capable of providing quality, professional correctional healthcare services to the RCDC. The selected proposal must meet the following objectives:

- A. Deliver high quality detainee healthcare services compliant with federal, state, and local laws, applicable standards and industry best practices.
- B. Operate the healthcare program in a cost-effective manner with full reporting, effective communication and accountability to Roosevelt County and RCDC Facilities.
- C. Operate the health care program using only licensed, certified, and professionally trained personnel.
- D. Implement a written health care plan with clear objectives and site-specific policies, procedures and protocols based on national (NCCCHC and ACA), New Mexico Association of Counties Detention Center Accreditation as well as industry best practices
- E. Maintain an open and collaborative relationship with detention staff and county administration.
- F. Operate the healthcare program in a humane manner with respect to the detainees' right to basic and adequate healthcare services]

G. Willingness and ability to work closely and build a close collaboration with locally based community provider(s)

D. SCOPE OF WORK

The scope of work consists of providing a comprehensive medical, mental and ancillary healthcare programs and services to RCDC that meets all federal, state and local requirements, as well as the Adult Detention Standards and the Federal Performance Based Detention Standards.

Medical Direction/Physician

Provision for a locally based (Roosevelt County area) Physician, on-site three (3) times per week. The Physician will function as the site Medical Director and review the level of care and services provided and be responsible for all medical decisions. The Medical Director must reside locally (Roosevelt County area) and be available and on-call 24 hours per day, 7 days per week.

Registered Nurse (RN)/Health Services Administrator (HSA)

Provision of a full-time Registered Nurse (RN), on-site 40 hours per week, to function as the Health Services Administrator (HSA). The RN/HSA must reside locally (Roosevelt County area) and be available and on-call 24 hours per day, 7 days per week.

Local Recruitment for Healthcare Professionals

Offeror must have an established foundation and solid plan for recruiting local healthcare professionals which may include, but not be limited on: Physicians, Mid-level providers, Psychiatrists, Registered Nurse (RN), Licensed Provisional Nurses (LPN)/Licensed Vocational Nurses (LVN), Mental Health Professionals (MHPs), Emergency Medical Technicians (EMTs), and or other healthcare professionals. Contractor must be able to provide adequate staffing between 7AM – 2AM daily with the remaining five hours covered by on-call staff.

On-Call Availability

Availability of Medical Director/Physician and RN/HSA for emergent needs and medical staff assistance.

Nurse Services

1. Provision of Registered Nurse (RN)/HSA at least 5 days per week, 40 hours per week with the ability to provide 24/7/365 on-call services.
2. Provision of a Licensed Practicing Nurse (LPN) based on coverage 7 days a week.
3. Manage intake/booking services, assessments, plan for sick call, triaging medical requests, coordination of off-site treatment and services, management and administration of medication and pill pass, records management and release planning

Pharmacy Services

1. Provision of pharmaceuticals, psychotropics and over-the-counter medications appropriate for the correctional environment
2. Provision of quarterly site visits by a board certified pharmacist
3. Medications and treatment for HIV/AIDS, tuberculosis, hepatitis and biologicals

4. Management of pharmaceutical inventory, ordering, medication set-up and distribution during work hours
5. Provision of appropriately licensed staff to dispense medications twice a day.

Initial Health Screening

1. Provision for assisting booking officers/supervisors regarding an inmate's health care at the time of booking
2. Determine if inmate needs a medical clearance before being booking into the facility
3. Provision for initial health screening of inmate in the booking area before being classified for population
4. Provision for health screening of inmate work details

Tuberculin (TB) Testing

Provision for skin tuberculin testing upon intake and x-ray services for positive results

Health Assessment

Ten day health assessment for inmates, to include medical, dental and mental health appraisals

Sick Call

Establishment and implementation of sick call procedures

Chronic Care Patients

Provision of care for inmates with chronic illness

On- & Off-Site Services

Coordination of all on and off-site services including, but not limited to ER/hospital services, specialty services, laboratory, x-ray, OBGYN and consults

Utilization management (UM) services

Provision for the management of off-site programs and services including the billing and claims management for such services with the objective of controlling and managing costs

Non-Emergency and Emergency Medical Care

Plan for emergency and non-emergency medical care to provided to inmates, as necessary; up to and including providing onsite medical care during on-call hours.

Medical Records

Management and maintenance of all detainee medical records separate from the jail records of the detainee

Electronic Medical Records (EMR)

Provision of an independent electronic medical records EMR system offered by vendor (preferred). This system must allow for ongoing availability of a fully-functional application, at the county's expense, if the contract is terminated

Mental Health Services

1. Provision of a licensed mental health professional coverage on site three (3) times per week
2. Provision of mental health screening, suicide prevention education, and referral services for all inmates
3. Coordination with local (Roosevelt County area) community providers and provide continuity of care with such providers

Dental Services

1. Provision of dental evaluations, screenings, and hygiene instruction
2. Coordination of on-site dental services twice per month and 6-hours per call or as needed
3. Dental cleaning for inmates in custody for more than one (1) year

Medical Supplies

Provision of disposable and durable medical supplies required for the treatment and care of all detainees housed in the jail facility

Biomedical Waste

Plan for removal of biomedical waste from the facility monthly

Laboratory and Diagnostic Services

1. Coordination of on-site, mobile, and off-site providers of laboratory and diagnostic services
2. Description of services provided

Policies and Procedures

Company policies, procedures, protocols and practices regarding correctional healthcare administration and compliance with facility procedures must meet all federal, state and local requirements, as well as the NMAC Detention Center Affiliate Accreditation Standards and the Federal Performance Based Detention Standards.

Staffing

1. Provision for all staff to be licensed and pass a criminal background check bi-annually
2. Provision for sub-contract staff be licensed and pass a criminal background check before authorization to enter the facility
3. Provision for contractor to provide training to sub-contracting staff

Standards

Standards for care and treatment including legal, ethical, organizational, and educational training to Detention Administration and facility staff

Provision for on-site and regularly scheduled training for Detention Administration and facility staff which may include, but not be limited to mental health, basic healthcare, CPR and/or suicide prevention.

Tuberculin (TB) Testing for Staff

Provision for skin tuberculin (TB) testing of staff upon hire and on an annual basis

Hepatitis Vaccines for County Staff

Provision for hepatitis vaccinations for staff upon hire

Company Profile

- A. Describe in detail any and all prior experience providing healthcare in correctional settings, with specific focus on county detention facilities.
- B. Corporate background and depth of support
 - a. Number of employees
 - b. Number of years conducting business specifically in the county correctional environment
 - c. Annual turnover rate among full-time employees at county correctional facilities for each of the past three (3) years.
 - d. Number of current contracts that have staffing vacancies. How many are unfilled with any staff? How many are filled with temporary (agency) staff?
- C. List all current contracts or business with other correctional health care services facilities:
 - a. Client, type, size
 - b. Date contract initiated
 - c. Specific programs and services provided
- D. How many times in the last five (5) years has your company requested a price increase (not considering annual CPI) or additional funding mid-way through a contract term?
- E. How many contracts have been terminated before the end of their term, including possible extensions? Please provide detail and contact information for each.
 - a. Terminated by the county.
 - b. Terminated by your company.
 - c. Administrative contact information for each loss
- H. Describe in detail your current training program for employees
- I. Describe company achievements in providing comprehensive correctional medical, mental and ancillary health care services in the county correctional environment.
- J. Provide an organizational chart and biographies of key personnel.
- K. In the chart below, provide your 5 most recent contract losses.

County, State	ADP	Contact, Phone, E-mail	Reason for Loss

TERM

E. SCOPE OF PROCUREMENT

The scope of procurement consists of providing comprehensive medical, mental, and auxiliary healthcare services, and staffing for all administrative and operational functions described herein. The duration of the contract resulting from this RFP shall be for two (2) years from the date of award. This Contract can be renewed on an annual basis, for up to six (6) additional one (1) year terms at the discretion of both parties. Further provided, this contract may be terminated by either party, with or without cause upon sixty (60) days written notice. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978. If the amount of the contract is twenty-five thousand dollars (\$25,000) or more, the term shall not exceed eight (8) years, including all extensions and renewals. This procurement will result in a single source award.

F. PROCUREMENT OFFICER

1. Roosevelt County has assigned a Procurement Officer who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Amber Hamilton, Certified Procurement Officer
Address: Roosevelt County
109 W. First St.
Portales, NM 88130
Telephone: (575) 356-5307
Fax: (575) 356-8307
Email: ahamilton@rooseveltcountry.com

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

G. DEFINITION OF TERMINOLOGY

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

“**Agency**” means Roosevelt County.

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

“Board of County Commissioners” (also “BCC”) means the elected board in whom all powers of the County are vested and who are responsible for the proper and efficient administration of County government.

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

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

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

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

“Contractor” means a successful Offeror who enters into a binding contract.

“County” means the County of Roosevelt, State of New Mexico.

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

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

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

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

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

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

“Local Public Body” means every political subdivision of the State of New Mexico and the agencies, instrumentalities, school districts and local school boards and municipalities.

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

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

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

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

“**Procuring Agency of the County**” means the department or other subdivision of the County of Roosevelt that is requesting the procurement of services or items of tangible personal property.

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

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

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

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

“**Sealed**” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The County reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Officer in such cases.

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

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

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

H. PROCUREMENT LIBRARY

The Procurement Library consists of the following documents which may be accessed by their associated links:

New Mexico Procurement Code

<http://public.nmcompcomm.us/nmnxtadmin/NMPublicLink.aspx?jd=ch%2013>

Roosevelt County Purchasing Policy

<http://www.rooseveltcountry.com/wp-content/uploads/2013/06/Resolution-2015-20.pdf>

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

A. Action	Responsible Party	Date
1. Issue RFP	Procurement Officer	Sept. 18, 2015
2. Return of "Acknowledgement of Receipt" Form for Distribution List	Potential Offerors	Sept. 25, 2015
3. Deadline to submit Questions	Potential Offerors	Sept. 28, 2015
4. Response to Written Questions	Procurement Officer	Sept. 30, 2015
5. Submission of Proposal	Potential Offerors	Oct. 13 2015(Tues.) 2:00 p.m.
6. Proposal Evaluation	Evaluation Committee	Oct. 14-15, 2015
7. Notification of Finalists/ Interviews (if desired)	Evaluation Committee	Oct. 16, 2015
8. Best and Final Offers (if requested)	Finalist Offerors	Oct. 20
9. Contract Negotiations (if needed)	Finalist Offeror/County	Oct. 28
10. Contract Awards*	Finalist Offeror/BCC*	Nov. 2, 2015
11. Protest Deadline	Offerors	Nov. 17, 2015

*Contract award is subject to approval of the Board of County Commissioners.

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of Roosevelt County on Sept. 18, 2015.

2. Acknowledgement of Receipt

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Officer by 2:00 PM MST or MDT on Sept. 25, 2015.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Pre-proposal Tours

There will NOT be a mandatory pre-proposal conference held for this RFP. Potential Offerors wishing to tour the facility prior to the proposal due date may make arrangements by calling Administrator Mark Gallegos at (575) 356-6871. A site tour is not mandatory. Any statements made at any site tour are not binding on the County unless confirmed by written addendum.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Officer as to the intent or clarity of this RFP until 2:00 PM Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Officer as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to: <http://www.rooseveltcounty.com>.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 2:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON OCT. 13, 2015. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Officer at the address listed in Section I, Paragraph D1. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Comprehensive Medical, Mental, and Ancillary Healthcare Services for Roosevelt County Detention Center and 2016-02 and marked "DO NOT OPEN". Proposals submitted by facsimile, or other electronic means will not be accepted.

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

7. Proposal Evaluation

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

8. Notification of Finalists

The Evaluation Committee may select and the Procurement Officer would then notify the finalist Offerors as per schedule Section II. A., Sequence of Events or as soon as possible. Only finalist will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the County.

9. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible.

10. Finalize Contractual Agreements

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

11. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the BCC must approve the contract during a public meeting as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Procurement Office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to Roosevelt County, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate County approval.

12. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar

day protest period shall begin on the day following the award of contracts and will end at 5:00 PM Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Protest Manager
109 W. First St.
Portales, NM 88130

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

The use of subcontractors must be clearly explained in the proposal and each must be identified by name. 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 County before any subcontractor is used during the term of this agreement.

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Officer and signed by the Offeror's duly authorized representative. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the County. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Officer will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
 - 1. confidential financial information concerning the Offeror's organization;
 - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - 3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Procurement Officer shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This RFP in no manner obligates Roosevelt County to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between the County and a contractor will follow the format specified by the County and contain the terms and conditions set forth in the Sample Contract Appendix C. However, the County reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resulting contract.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the County. The County may or may not accept the additional language, at the County's sole discretion. Please see Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Notice of Penalties

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

21. County Rights

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

22. Ownership of Proposals

All documents submitted in response to the RFP shall become property of Roosevelt County.

23. Confidentiality

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

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 County's written permission.

24. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.47, Response to Written Questions).

25. Use of Electronic Versions of this RFP

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

26. New Mexico Employees Health Coverage

A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least twenty (20) hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual

value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information
<http://www.insurenemexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

27. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of County Commissioner Jake Lopez, Richard “Rick” Leal, Gene Creighton, or Lewis “Shane” Lee; Sheriff Malin Parker, Treasurer Layle Sanchez, Assessor George Beggs, Clerk DeAun Searl, Probate Judge Barbara George. Failure to complete and return the signed unaltered form will result in disqualification.

28. Letter of Transmittal

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

29. New Mexico Preferences

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

A. New Mexico Business Preference

B. New Mexico Resident Veterans Business Preference

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

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

Offerors shall deliver five (5) identical copies of their proposal to the location specified on or before the closing date and time for receipt of proposals. The original copy should be clearly marked "Original" on the front cover and shall contain original signatures.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

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

1. Proposal Content and Organization

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

Technical Proposal (Binder):

- Signed Letter of Transmittal
- Table of Contents
- Proposal Summary (Optional)
- Response to Contract Terms and Conditions
- Offeror's Additional Terms and Conditions
- Response to Specifications (**except cost information which shall be included in Cost Proposal Separate SEALED and labeled envelope**)
 1. Response to Scope of Services
 2. Company Profile
 3. Capability and Agreement to Perform
 4. Insurance
 5. Cost Proposal (**Separate SEALED and labeled envelope**)
 6. Desirable Specifications
 7. References
 8. Other Supporting Material
- Signed Campaign Contribution Form
- New Mexico Preferences (If applicable)
- Other Supporting Material (If applicable)

Cost Proposal:

Completed Cost Response Form **in a sealed and labeled envelope.** Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in a separate sealed envelope on the cost response form.

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

IV. SPECIFICATIONS

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

A. INFORMATION

1. Resident Business Preference

A valid Resident Preference Certificate issued by the New Mexico Taxation and Revenue Department on or after January 1, 2012 **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying resident business. See Section II.29, above, for more information.

2. Resident Veterans Preference Certificate

A complete and signed Resident Veterans Preference Certificate **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying Resident Veteran. See Section IV.C.4 for more information.

3. Response to Requirements

Each mandatory requirement in sections IV.B.1 through IV.B.6, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror’s proposal. Each desirable requirement in sections IV.B.7 through IV.B.8, below may be answered at the Offeror’s discretion. Failure to respond to a desirable requirement will result in a score of zero (0) being assigned for that requirement.

B. MANDATORY REQUIREMENTS

1. Response to Scope of Services (300 Points)

Offeror shall provide written response to each of the points contained within the scope of services. This shall include correctional facilities of similar size and volume. Offeror must have proven ability to execute a contract for services beginning on or about Nov. 15, 2015.

2. Company Profile (200 Points)

Offeror shall provide written response to each of the points contained within the company profile section. Offeror will provide a sufficient number of trained staff to efficiently fulfill the requirements of this RFP. It is to be expressly understood that a full-time on-site HSA is to be

assigned solely to RCDC. All employees of the Offeror must be cleared by RCDC Administration and must comply with RCDC Policies and Procedures.

3. Capability and Agreement to Perform (0 Points)

Offeror certifies that they are capable and qualified to provide the services required by this RFP and agrees to perform the Scope of Work as specified in the Contract at Appendix C. A statement of concurrence is required.

4. Insurance (0 Points)

The Contractor shall secure insurance coverage to meet the specifications outlined in the contract found in Appendix C. All insurance policies of the Contractor shall be endorsed to waive all rights of subrogation against Roosevelt County. Contractor shall require all of its subcontractors, if allowed under the contract, to provide the coverage listed below as well as any other coverage that the Contractor might consider necessary. Any deficiency in the coverage or policy limits of the subcontractors will be the sole responsibility of the Contractor.

The Contractor shall provide the County original certificates of such coverage and receive notification of approval of those certificates by the County Manager prior to engaging in any activities under this contract. The successful Contractor shall furnish to the County the certification or proof of insurance required by the provisions set forth above, within five (5) days after notification of award of contract. The certificates must list the County as an additional named insured and shall have no less than thirty (30) days written notice of cancellation or material change. The certification or proof of insurance must contain a provision for notification to the County thirty (30) days in advance of any material change in coverage or cancellation.

5. Cost (200 Points)

Offeror must complete and submit the Cost Response Form, at Appendix D, providing proposed per meal cost for accomplishing the scope of work. The submitted price shall remain firm for the first twenty-four (24) months of service. The pricing for each subsequent year, will be evaluated based upon Consumer Price Index (CPI). Price adjustments shall be established in the fully executed contract. State gross receipts and local option taxes (if any) shall not be included in the proposed cost. Such taxes shall be separately reimbursed to the contractor by the County.

6. Desirable Specification (150 points)

a. Records (75 Points)

Offerors shall maintain complete and accurate electronic medical records of inmates served. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation, and the resolution and outcome, that the Offeror feels best describes their experience and success in this area.

b. Responsiveness (75 Points)

Offerors shall respond to concerns expressed by RCDC Administration within a reasonable time not to exceed seven (7) days. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description

of a situation, and the resolution and outcome, that the Offeror feels best describes their experience and success in this area.

7. References (150 Points)

Offeror should provide names and current contact information for at least three (3) local public bodies or private companies for which your firm has provided similar services. Offeror must also describe the type of service provided to each, when the service was performed and the duration of the service.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

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

2. Campaign Contribution Disclosure Form

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

D. Additional Alternative Services

The following services are to be proposed as "add-on" services, offered and priced separately, thus not included in the base price proposal.

1. Pre-employment physicals for potential Roosevelt County Detention employees
2. Hepatitis B vaccinations for Roosevelt County safety sensitive employees
3. Flu vaccines for Roosevelt County employees
4. TB testing for Roosevelt County employees

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

REF.	REQUIREMENT	POINTS AVAIL.
IV.B.1	Response to Scope of Services	300
IV.B.2	Company Profile	200
IV.B.3	Capability and Agreement to Perform	0*
IV.B.4	Insurance	0*
IV.B.5	Cost	200
IV.B.6.a	Records	75
IV. B.6.b	Responsiveness	75
IV.B.7	References	150
IV.C.1	Letter of Transmittal Form	0*
IV.C.2	Campaign Contribution Disclosure Form	0*
IV.D	Additional Alternative Services	0
TOTAL		1000

*Pass/Fail only.

B. REFERENCES

Based upon the initial evaluation and ranking, references will be contacted for the top ranked offerors

C. INTERVIEWS

Based upon the initial evaluation and ranking, offerors may be invited to attend interviews on a date to be announced. Offerors selected for an interview will be notified as soon as possible.

D. NEGOTIATIONS

County reserves the right to seek clarification of each proposal, and the right to negotiate a final contract which is in the best interests of the County, considering cost effectiveness and the level of time and effort required for the project. Contract negotiations with the offeror with the highest ranked proposal shall be directed toward obtaining written agreement on:

1. Contract tasks, staffing and performance;
2. A maximum, not-to-exceed contract price which is consistent with the proposal and fair and reasonable to the County, taking into account the estimated value, scope, complexity, and nature of the Services.

Negotiations may be formally terminated if they fail to result in a contract within a reasonable time. Negotiations will then ensue with the offeror with the second highest ranked proposal. If the second, or if necessary, a third round of negotiations fails to result in a contract within a reasonable amount of time, the RFP may be formally terminated.

E. EVALUATION PROCESS

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

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

Comprehensive Inmate Medical, Mental and Ancillary Healthcare Services
for Roosevelt County Detention Center
2016-02

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Officer no later than 2:00 PM Aug. 26, 2015. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

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

Amber Hamilton, Certified Procurement Officer
2016-01
Roosevelt County
109 W. First St.
Portales, NM 88130
E-mail: ahamilton@rooseveltcountry.com

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two (2) years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two (2) year period.

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

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

The following definitions apply:

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

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

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law,

daughter-in-law or son-in-law.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

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

Signature

Date

Title (Position)

APPENDIX C
SAMPLE CONTRACT

AGREEMENT FOR INMATE HEALTHCARE SERVICES
AT ROOSEVELT COUNTY, NEW MEXICO

This Agreement for Inmate Health Services (hereinafter, the “AGREEMENT”) entered into by and between the County of Roosevelt, a political subdivision in the State of New Mexico, (hereinafter, the “COUNTY”) acting by and through its duly elected Board of COUNTY Commissioners, (hereinafter the “BOARD”), and _____, Inc., (hereinafter, “CONTRACTOR”) a _____ corporation.

RECITALS

WHEREAS, the COUNTY and the Detention Administrator (hereinafter the “DETENTION ADMINISTRATOR”) are charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Roosevelt County Detention Center located at 1700 N. Boston Ave., Portales, New Mexico 88130 (hereinafter, “JAIL”); and

WHEREAS, the objective of the COUNTY is to provide for the delivery of quality health care to the INMATES and DETAINEES of the JAIL (hereinafter, “JAIL POPULATION”), in accordance with applicable law; and

WHEREAS, CONTRACTOR is in the business of administering correctional health care services and desires to administer such services on behalf of the COUNTY to the JAIL POPULATION under the terms and conditions hereof.

NOW THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

DEFINITIONS

CONTRACT YEAR – The initial AGREEMENT shall be twenty-hour (24) months, and any successive, twelve (12) month period beginning with effective date of the AGREEMENT.

COUNTY INMATES/DETAINEES – An INMATE/DETAINEE held under the jurisdiction of the COUNTY or DETENTION ADMINISTRATOR, COUNTY INMATES/DETAINEES may be housed in the JAIL or in another jurisdictions’ correctional facility. However, COUNTY INMATES/DETAINEES housed in another jurisdiction are not covered by the provisions of this AGREEMENT unless CONTRACTOR administers health care services at the other jurisdiction’s facility and is specifically set forth below.

COVERED PERSONS – An INMATE/DETAINEE of the JAIL who is: (1) part of the JAIL’S MADP; and (2) FIT FOR CONFINEMENT; and (3)(a) incarcerated in the JAIL; or (b) on work release status and is indigent.

DETAINEE – An adult or individual whose sentence has not yet been adjudicated and is held as a pre-trial detainee or other individual held in lawful custody.

FIT FOR CONFINEMENT – A determination made by a CONTRACTOR authorized physician and/or health-trained JAIL staff that an INMATE/DETAINEE is medically stable and has been medically cleared for acceptance into the JAIL. Such determination shall only be made after resolution of any injury or illness requiring immediate transportation and treatment at a hospital or similar facility.

HEALTH CARE STAFF – Medical, mental health and support staff provided or administered by CONTRACTOR.

INMATE – An adult or juvenile individual who is being incarcerated for the term of their adjudicated sentence.

LOCAL RECRUITER – A person who shall have primary responsibility for recruiting local health care professionals.

MEDICAL DIRECTOR/PHYSICIAN – A licensed physician who is locally based (within the Roosevelt County area) shall be on-site three (3) times per week. The physician will function as the site medical director and shall review the level of care and services provided and be responsible for all medical decisions.

MONTHLY AVERAGE DAILY POPULATION (MADP) – The average number of INMATES/DETAINEES housed in the JAIL on a daily basis for the period of one month. The MADP shall include, but separately list, other county or agency inmates and detainees. The MADP shall be figured by summing the daily population for the JAIL (as determined by a count performed at the same time each day) for each day of the month and dividing this sum by the total number of days in the month. JAIL records shall be made available to CONTRACTOR upon request to verify the MADP. Persons on work release and not indigent, home confinement, housed outside of the JAIL, and parolees and escapees shall not be considered part of the JAIL's MADP.

NCCHC– The National Commission on Correctional Health Care.

PHARMACY SERVICES – A person responsible for the provision of pharmaceuticals, psychotropics and over-the-counter medications.

PHYSICIAN EXTENDER – An advanced level healthcare professional such as a Nurse Practitioner, Physician Assistant, or Clinical Nurse Specialist.

SPECIALTY SERVICES – Medical services that require physicians to be licensed in a specialty such as obstetrics, gynecology, or dermatology or other specialized field of medicine, but excluding services that are otherwise provided for in this AGREEMENT.

ARTICLE I
HEALTH CARE SERVICES

- 1.0 SCOPE OF SERVICES. CONTRACTOR shall administer health care services and related administration services at the JAIL according to the terms and provisions of this AGREEMENT. The costs of the various health care services shall be borne by CONTRACTOR or the COUNTY as set forth in this Article.
- 1.1 GENERAL HEALTH CARE SERVICES. CONTRACTOR will arrange and bear the cost of the following covered health care services:
- 1.1.1 HEALTH ASSESSMENT. A health assessment of an adult COVERED PERSON shall be performed as soon as possible, but no later than six (6) calendar days after the INMATE/DETAINEE's arrival at the JAIL. The health assessment shall follow current NCCHC standards.
- 1.1.2 REVIEW BY MEDICAL DIRECTOR. CONTRACTOR shall retain a physician licensed in the State of New Mexico (who resides in the Roosevelt County area) who shall conduct on-site visits three (3) times per week. Physician will function as the site medical director and shall review the level of care and services provided and be responsible for all medical decisions. Medical director must be available and on-call twenty-four (24) hours per day, seven (7) days per week.
- 1.1.3 REGISTERED NURSE/HEALTH SERVICE ADMINISTRATOR. CONTRACTOR shall make provision of a full-time registered nurse (RN), on-site forty (40) per week to function as the Health Services Administrator (HAS). The RN/HSA will reside locally (Roosevelt County area) and will be available and on-call twenty-four (24) hours per day, seven (7) days per week.
- 1.1.4 LOCAL RECRUITMENT OF HEALTHCARE PROFESSIONALS. CONTRACTOR shall establish a solid plan for recruiting local health care professionals which may include, but not be limited to: Physicians, Mid-level Providers, Psychiatrists, Registered Nurse (RN), Licensed Provisional Nurses (LPN)/Licensed Vocational Nurses (LVN), Mental Health Professionals (MHPs), Emergency Medical Technicians (EMT), and other health care professionals. Contractor agrees to provide adequate staffing between 7:00 AM – 2:00 AM daily with the remaining five (5) hours covered by on-call staff.
- 1.1.5 ON-CALL AVAILABILITY. The medical director/physician and RN/HSA will be available for emergency needs and medical staff assistance.
- 1.1.6 NURSE SERVICES:
A. CONTRACTOR will provide a Registered Nurse (RN)/HSA at least five (5) days per week, forty (40) per week with the ability to provide twenty-four (24)/seven (7)/three hundred sixty-five (365) on-call services.

- B. CONTRACTOR will provide a Licensed Practical Nurse (LPN) to provide coverage seven (7) days per week.
 - C. CONTRACTOR shall manage intake/booking of health care services, assessments, plan for sick call, triaging medical requests, coordination of off-site treatment and services, management and administration of medication and pill pass, records management and release planning.
- 1.1.7 PHARMACY SERVICES:
- A. CONTRACTOR shall provide for the provision of pharmaceuticals, psychotropics, and over-the-counter medications appropriate for the correctional environment;
 - B. CONTRACTOR shall provide quarterly site visits by board certified pharmacist to the facility.
 - C. CONTRACTOR shall provide medications and treatment for HIV/AIDS, tuberculosis, hepatitis and other biologicals;
 - D. CONTRACTOR shall provide management of pharmaceutical inventory, ordering, medication set-up and distribution during work hours;
 - E. CONTRACTOR shall provide the provision of appropriately licensed staff to dispense medications twice a day.
- 1.1.8 INITIAL HEALTH SCREENING:
- A. CONTRACTOR shall provide for assisting booking officers/supervisors regarding an inmate's health care at the time of booking;
 - B. CONTRACTOR shall determine if an inmate needs a medical clearance before being booked into the facility;
 - C. CONTRACTOR shall provide initial healthcare screening of inmates in the booking area before being classified for population;
 - D. CONTRACTOR shall provide for provision for health care screening of inmate work details.
- 1.1.9 TUBERCULIN (TB) TESTING. CONTRACTOR shall provide provision for skin tuberculin testing upon intake and x-ray services for positive results.
- 1.1.10 HEALTH ASSESSMENT. CONTRACTOR shall provide a ten (10) day health assessment for inmates to include medical, dental and mental health appraisals.
- 1.1.11 SICK CALL. CONTRACTOR shall provide for the establishment and implementation of sick call procedures.
- 1.1.12 CHRONIC CARE PATIENTS. CONTRACTOR shall provide for the care for inmates with chronic illness.
- 1.1.13 ON- & OFF-SITE SERVICES. CONTRACTOR shall provide the coordination of all on and off-site services including, but not limited to ER/hospital services, specialty services, laboratory, x-ray, OBGYN and consults.

- 1.1.14 UTILIZATION MANAGEMENT SERVICES (UMS). CONTRACTOR shall provide for the management of off-site management and services including the billing and claims management for such services with the objective of controlling and managing costs.
- 1.1.15 NON-EMERGENCY AND EMERGENCY MEDICAL CARE. CONTRACTOR shall provide and plan for emergency and non-emergency medical care to be provided to inmates, as necessary; up to and including on-site medical care during on-call hours.
- 1.1.16 MEDICAL RECORDS. CONTRACTOR shall provide the management and maintenance of all detainee medical records separate and apart from jail records of the detainee.
- 1.1.17 ELECTRONIC MEDICAL RECORDS (EMR). CONTRACTOR shall provide for the provision of an electronic medical records system to be offered by CONTRACTOR. This system must allow for ongoing availability of a fully-functional application, at the County's expense, if this contract is terminated.
- 1.1.18 MENTAL HEALTH SERVICES:
- A. CONTRACTOR shall provide for the provision of a licensed mental health professional coverage on site three (3) times per week;
 - B. CONTRACTOR shall provide the provision of mental health screening, suicide prevention education, and referral services for all inmates;
 - C. CONTRACTOR shall provide the coordination with local (Roosevelt County are) community providers and shall provide continuity of care with such providers.
- 1.1.19 DENTAL SERVICES:
- A. CONTRACTOR shall provide for the provision of dental evaluations, screening, and hygiene instruction.
 - B. CONTRACTOR shall provide the coordination of on-side dental services twice per month and six (6) hours per call, or as needed.
 - C. CONTRACTOR shall provide dental cleaning for inmates in custody for more than one (1) year.
- 1.1.20 MEDICAL SUPPLIES. CONTRACTOR shall provide for the provision of disposable and durable medical supplies required for the treatment and care of all detainees housed in the jail facility.
- 1.1.21 BIOMEDICAL WASTE. CONTRACTOR shall provide a plan for the removal of biomedical waste from the facility monthly.
- 1.1.22 LABORATORY AND DIAGNOSTIC SERVICES:
- A. CONTRACTOR shall provide the coordination of on-site, mobile, and off-site providers of laboratory and diagnostic services.

B. CONTRACTOR shall provide a description of services to be provided for laboratory and diagnostic services to the County Manager.

1.1.23 POLICIES AND PROCEDURES. CONTRACTOR shall provide company policies, procedures, protocols, and practices regarding correctional health care administration and compliance with Detention Administrator and warrants that each of its facility procedures meets all federal, state and local requirements, as well as the NMAC Detention Center Affiliate Accreditation Standards and the Federal Performance Based Detention Standards.

1.1.24 STAFFING:

A. CONTRACTOR shall provide for all staff employed by it to be licensed and who shall pass a criminal background check bi-annually.

B. CONTRACTOR shall provide for sub-contract staff to be licensed and who shall pass a criminal background check before given authorization to enter the facility.

C. CONTRACTOR shall provide for a contractor to provide training to sub-contracting staff.

1.1.25 STANDARDS:

A. CONTRACTOR shall provide to the Detention Administrator its written standards relating to care and treatment it shall provide including legal, ethical, organizational, and educational training to the Detention Administration and facility staff.

B. CONTRACTOR shall provide for on-site and regularly scheduled training for Detention Administration and facility staff which may include, but shall not be limited to mental health training, basic health care, CPR and/or suicide prevention training.

SERVICES WHICH ARE NOT COVERED BY THIS AGREEMENT

1.2 AMBULANCE SERVICE – NOT COVERED. In the event that ambulance services are required for the JAIL POPULATION, CONTRACTOR shall not be responsible for the provisions or costs of such ambulance services.

1.3 BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE. CONTRACTOR HEALTH CARE STAFF will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, etc.), except within guidelines established by the NCCHC. If CONTRACTOR HEALTH CARE STAFF collect physical evidence, the COUNTY shall be responsible for arranging any testing and bear the cost of collection and testing the collected evidence and any associated staffing costs for HEALTH CARE STAFF to provide court related testimony. Costs incurred by CONTRACTOR for court testimony related to this paragraph will be periodically reconciled with the COUNTY pursuant to Paragraph 8.0.2. After collecting evidence, CONTRACTOR HEALTH CARE STAFF shall turn the specimen over to the DETENTION ADMINISTRATOR or a court-designated representative for completion of chain-of-custody evidence.

- 1.4 DIALYSIS SERVICES – NOT COVERED. In the event that dialysis services are required for the JAIL POPULATION, CONTRACTOR shall not be responsible for the provision or cost of such dialysis services.
- 1.5 ELECTIVE MEDICAL CARE – NOT COVERED. CONTRACTOR shall not be responsible for the provision or cost of any elective care. Elective medical care shall be defined as care which, if not provided, would not, in the sole opinion of CONTRACTOR’s CHIEF MEDICAL OFFICER or designee, cause the INMATE/DETAINEE’s health to deteriorate or cause harm to the INMATE/DETAINEE’s well being. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.
- 1.6 HOSPITALIZATION – NOT COVERED. In the event that hospitalization services are required for the JAIL POPULATION, CONTRACTOR shall not be responsible for the provision or cost of such hospitalization services.
- 1.7 LONG TERM CARE – NOT COVERED. In the event that a member of the JAIL POPULATION requires skilled care, custodial care or other services of a long term care facility, CONTRACTOR shall not be responsible for the provision or cost of any such care.
- 1.8 PATHOLOGY/RADIOLOGY SERVICES – NOT COVERED. In the event that pathology or radiology services (also referred to as laboratory and x-ray services) are required for the JAIL POPULATION, CONTRACTOR shall not be responsible for the provision or cost of such pathology or radiology services.
- 1.9 SPECIALTY SERVICES – NOT COVERED. In the event that any SPECIALTY SERVICES are medically necessary for the JAIL POPULATION, CONTRACTOR shall not be responsible for the provision or cost of such SPECIALTY SERVICES.
- 1.10 VISION CARE – NOT COVERED. In the event that vision services are required for the JAIL POPULATION, CONTRACTOR shall not be responsible for the provision or cost of such vision services.

ARTICLE II
HEALTH CARE STAFF

- 2.0 STAFFING HOURS. CONTRACTOR shall provide or arrange for the provision of HEALTH CARE STAFF necessary to render the health care services contemplated in Article I by:
 - A. Retaining a physician licensed in the State of New Mexico (who resides in the Roosevelt County area) who shall conduct on-site visits three (3) times per week. Physician will function as the site medical director and shall review the level of care and services provided and be responsible for all medical decisions. Medical director

must be available and on-call twenty-four (24) hours per day, seven (7) days per week.

- B. By providing a Registered Nurse (RN)/HSA at least five (5) days per week, forty (40) per week with the ability to provide twenty-four (24)/seven (7)/three hundred sixty-five (365) on-call services.
- C. By providing a Licensed Practical Nurse (LPN) to provide coverage seven (7) days per week.
- D. Shall provide adequate staff to manage intake/booking of health care services, assessments, plan for sick call, triaging medical requests, coordination of off-site treatment and services, management and administration of medication and pill pass, records management and release planning.
- E. By providing for the dispensing of pharmaceuticals, psychotropics, and over-the-counter medications appropriate for the correctional environment, twice a day along with providing adequate staff for the management of pharmaceutical inventory, ordering, medication set-up and distribution during work hours, and shall arrange for quarterly site visits by a board certified pharmacist to the facility.

2.0.1 Additional hours may be provided if mutually agreed upon by both parties in writing, with at least 24 hours advanced notice.

- 2.1 **STAFFING LEVELS.** Based on actual needs as affected by medical emergencies, riots, increased or decreased INMATE/DETAINEE population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be agreed to by the DETENTION ADMINISTRATOR and CONTRACTOR. Such agreements shall be in writing between the parties unless an emergency situation warrants a verbal agreement which shall be subsequently documented in writing.
- 2.2 **STAFF SCREENING.** The COUNTY and DETENTION ADMINISTRATOR shall screen CONTRACTOR's proposed HEALTH CARE STAFF, employees, agents and/or subcontractors providing services at the JAIL to ensure they do not constitute a security risk. The DETENTION ADMINISTRATOR shall have final approval, which shall not be unreasonably withheld, of CONTRACTOR's HEALTH CARE STAFF, employees, agents and/or subcontractors, related to security/background clearance.
- 2.3 **SATISFACTION WITH HEALTH CARE STAFF.** In recognition of the sensitive nature of correctional facility operations, if the DETENTION ADMINISTRATOR becomes dissatisfied with any member of the HEALTH CARE STAFF, the DETENTION ADMINISTRATOR shall provide CONTRACTOR written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, CONTRACTOR shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the DETENTION ADMINISTRATOR within ten (10) business days following CONTRACTOR's receipt of the notice, CONTRACTOR shall

remove the individual from providing services at the JAIL within a reasonable time frame considering the effects of such services at the JAIL within a reasonable time frame considering the effects of such removal on CONTRACTOR's ability to deliver health care services and recruitment/hiring of an acceptable replacement. The DETENTION ADMINISTRATOR reserves the right to revoke the security clearance of any HEALTH CARE STAFF at any time.

ARTICLE III **ADMINISTRATIVE SERVICES**

- 3.0 UTILIZATION MANAGEMENT. CONTRACTOR shall provide utilization management services and administer medical claims processing for the pharmacy services administered by CONTRACTOR, as set forth in Article I, on behalf of the COUNTY. CONTRACTOR will follow applicable state laws and make reasonable efforts to obtain provider discounts and will keep the COUNTY and/or DETENTION ADMINISTRATOR apprised of its utilization management practices.
- 3.1 HEALTH AND MENTAL HEALTH EDUCATION AND TRAINING. CONTRACTOR shall conduct an ongoing health and mental health education and training program for the COUNTY Detention Officers in accordance with provisions of Article I the needs mutually established by the COUNTY and CONTRACTOR. Training shall be provided by methods and intervals determined by CONTRACTOR.
- 3.2 QUARTERLY REPORTS. CONTRACTOR shall submit quarterly health care reports concerning the overall operation of the health care services program rendered pursuant to this AGREEMENT and the general health of the JAIL POPULATION to the DETENTION ADMINISTRATOR.
- 3.3 QUARTERLY MEETINGS. CONTRACTOR shall meet quarterly, or as soon thereafter as possible, with DETENTION ADMINISTRATOR, or designee, concerning health care services within the JAIL and any proposed changes in health-related procedures or other matters, which both parties deem necessary.
- 3.4 MEDICAL RECORDS MANAGEMENT. CONTRACTOR shall provide the following medical records management services:
 - 3.4.1 MEDICAL RECORDS. CONTRACTOR HEALTH CARE STAFF shall maintain, cause or require the maintenance of complete and accurate medical records for COVERED PERSONS who have received health care services. Medical records shall be kept separate from COVERED PERSON's confinement records. A complete copy of the individual medical record shall be available to accompany each COVERED PERSON who is transferred from the JAIL to another location for off-site services or transferred to another institution. CONTRACTOR will keep medical records confidential and shall not release any information contained in any medical record except as required by published JAIL POLICIES, by a court order or by applicable law. Upon termination of this AGREEMENT, all medical records

shall be delivered to and remain with the DETENTION ADMINISTRATOR, as property of the DETENTION ADMINISTRATOR's office.

- 3.4.2 COMPLIANCE WITH LAWS. Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal privacy statute or regulation.
- 3.4.3 RECORDS AVAILABILITY. As needed to administer the terms of this AGREEMENT, CONTRACTOR shall make available to the DETENTION ADMINISTRATOR or COUNTY, unless otherwise specifically prohibited, at the DETENTION ADMINISTRATOR's or COUNTY's request, all records, documents and other papers relating to the direct delivery of health care services to the JAIL POPULATION hereunder.

ARTICLE IV
PERSONS COVERED UNDER THIS AGREEMENT

- 4.0 GENERAL. Except as otherwise provided in this AGREEMENT, CONTRACTOR shall only be required to arrange for health care services under this AGREEMENT to be provided to COVERED PERSONS.
- 4.1 EMERGENCY MEDICAL CARE FOR JAIL EMPLOYEES AND VISITORS. CONTRACTOR shall arrange for on-site first response emergency medical care as required for JAIL employees, contractors and visitors to the JAIL. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.
- 4.2 RELEASE FROM CUSTODY. The COUNTY acknowledges and agrees that CONTRACTOR is responsible for the payment of costs associated with services rendered to COVERED PERSONS as set forth in this AGREEMENT only when such persons remain in the custody of, or under the jurisdiction of, the JAIL. In no event shall CONTRACTOR be responsible for payment of any costs associated with any services rendered to any individual when said individual is released from the custody of, or no longer under the jurisdiction of, the JAIL including, but not limited to, releases, parolees and escapees.

ARTICLE V
PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT

- 5.0 COUNTY INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE JAIL. CONTRACTOR shall not be responsible for arranging the medical care or treatment for COUNTY INMATES/DETAINEES housed in other counties or jurisdictions. The COUNTY or DETENTION ADMINISTRATOR or other agency with legal responsibility for the medical care of such persons shall be responsible for all medical expenses associated with the care and treatment of COUNTY INMATES/DETAINEES removed from the JAIL, including, but not limited to the services listed in Article I of this

AGREEMENT and any other health care related expenses associated with said INMATES/DETAINEE health care services. CONTRACTOR shall not be responsible for arranging the medical care or treatment for COUNTY INMATES/DETAINEES housed outside the JAIL (i.e. non-indigent work release INMATES/DETAINEES or INMATES/DETAINEES on home confinement).

- 5.1 INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT AND ESCAPED INMATES/DETAINEES. CONTRACTOR shall not be responsible for the cost of providing off-site medical care for injuries occurred by an arrested person prior to incarceration at the JAIL or during an escape or escape attempt, including, but limited to, medical services provided to any arrested person prior to the person's booking and confinement in the JAIL. In addition, CONTRACTOR shall not be responsible for the cost of any medical treatment or health care services necessary to medically stabilize any arrested person presented at intake by an arresting agency with a life threatening injury or illness or in immediate need of emergency medical care. CONTRACTOR shall provide such care as is medically necessary until the arrested person can be transported to a medical care facility by the arresting agency or their designee. CONTRACTOR shall not charge an additional fee simply to examine an individual to determine if he is suitably FIT FOR CONFINEMENT.

ARTICLE VI
COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT

- 6.0 SERVICES NOT LISTED. Both parties understand and agree that there will be costs incurred for health care related services as outlined in Articles I, II, and III above. CONTRACTOR shall not be responsible for any expenses not specifically covered under this AGREEMENT. In the event that any of the health care services not covered by CONTRACTOR under this AGREEMENT or any services that are not listed within this AGREEMENT, are required for a member of the JAIL POPULATION as a result of the medical judgment of a physician or CONTRACTOR authorized personnel, CONTRACTOR shall not be responsible for arranging such services and the cost of such services shall be billed directly to the COUNTY.
- 6.1 SERVICES BEYOND THE SCOPE OF THIS AGREEMENT. Both parties understand and agree that there are certain occurrences, both beyond the control and within the control of the parties, that may result in health care expenses which are outside the scope of the normal operation of a correctional facility and, therefore, outside the contemplated scope of services under this AGREEMENT. While both parties will act in good faith and endeavor to reduce the possibility of such occurrences, in the unlikely event of an occurrence such as an Act of God, riot, explosion, fire, food poisoning, epidemic illness outbreak or any other catastrophic event caused by the action or inaction of the COUNTY or DETENTION ADMINISTRATOR or their employees, agents or contractors, CONTRACTOR shall not be responsible for costs attributable to such catastrophic event. Notwithstanding the above, CONTRACTOR shall be responsible for medical costs under this AGREEMENT associated with such an event only if such an event was caused solely by CONTRACTOR.

ARTICLE VII
COUNTY'S DUTIES AND OBLIGATIONS

- 7.0 COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The COUNTY, JAIL, and DETENTION ADMINISTRATOR and their employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and any State health information privacy laws, to the extent they are applicable. The COUNTY and the DETENTION ADMINISTRATOR shall implement policies and/or procedures in compliance with such laws.
- 7.1 COMPREHENSIVE MEDICAL//MENTAL HEALTH CARE. CONTRACTOR shall identify to the DETENTION ADMINISTRATOR those members of the JAIL POPULATION with medical or mental health conditions which may be worsened as a result of being incarcerated at the JAIL or which may require extensive care while incarcerated. After review of the circumstances, and when security risks permit, the DETENTION ADMINISTRATOR shall make every effort to have such an INMATE/DETAINEE released, transferred or otherwise removed from the correctional setting.
- 7.2 RECORD ACCESS. During the term of this AGREEMENT, and for a reasonable time following the termination of this AGREEMENT, the DETENTION ADMINISTRATOR shall provide CONTRACTOR, at CONTRACTOR's request, the COUNTY, JAIL and/or DETENTION ADMINISTRATOR'S records (including medical records) relating to the provision of health care services to the JAIL POPULATION, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the JAIL POPULATION (to the extent the COUNTY, JAIL, or DETENTION ADMINISTRATOR has control of, or access to, such records). CONTRACTOR may request such records in connection with the investigation of, or defense of, any claim by a third party related to CONTRACTOR's conduct or to prosecute a claim against a third party. Any such information provided by the DETENTION ADMINISTRATOR considered confidential shall be kept confidential by CONTRACTOR and shall not, except as may be required by law, be distributed to any third party without prior written approval by the DETENTION ADMINISTRATOR.
- 7.3 USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES. INMATES/DETAINEES of the JAIL shall not be employed or otherwise engaged or utilized by either CONTRACTOR or the DETENTION ADMINISTRATOR in rendering any health care services to the JAIL POPULATION, provided however, that INMATES/DETAINEES may be used in positions not involving the rendering of health care services directly to the JAIL POPULATION and not involving access to JAIL POPULATION records in accordance with NCCHC standards.
- 7.4 SECURITY OF THE JAIL FACILITY AND CONTRACTOR. CONTRACTOR and the COUNTY understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of CONTRACTOR, as well as for the security of the JAIL POPULATION and DETENTION ADMINISTRATOR'S staff, consistent with a

correctional setting. The DETENTION ADMINISTRATOR shall provide security sufficient to enable CONTRACTOR, its HEALTH CARE STAFF, employees, agents and/or subcontractors to safely provide the health care services described in this AGREEMENT. CONTRACTOR, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall follow all security procedures of the DETENTION ADMINISTRATOR while at the JAIL or other premises under the DETENTION ADMINISTRATOR's direction or control. However, any CONTRACTOR HEALTH CARE STAFF, employee, agent and/or subcontractor may, at any time, refuse to provide any service required under this AGREEMENT if such person reasonably feels that the current safety services are insufficient. CONTRACTOR shall not be liable for any loss or damages resulting from CONTRACTOR's HEALTH CARE STAFF, employees, agents and/or subcontractors failure to provide medical services due to insufficient security services.

7.5 DETENTION ADMINISTRATOR'S POLICIES AND PROCEDURES. CONTRACTOR, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirements of the COUNTY'S and/or DETENTION ADMINISTRATOR'S posted security Policies and Procedures, which impact the provision of medical services.

7.5.1 A complete set of said Policies and Procedures shall be maintained by the COUNTY and made available for inspection by CONTRACTOR at the JAIL, and CONTRACTOR may make a reasonable number of copies of any specific section(s) it wishes using the DETENTION ADMINISTRATOR'S photocopy equipment and paper.

7.5.2 Any Policy or Procedure that may impact the provision of health care services to the JAIL POPULATION which has not been made available to CONTRACTOR shall not be enforceable against CONTRACTOR unless otherwise agreed upon by both parties.

7.5.3 Any modification of the posted Policies and Procedures shall be timely provided to CONTRACTOR. CONTRACTOR, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to CONTRACTOR.

7.5.4 If any of the COUNTY and/or DETENTION ADMINISTRATOR's Policies and Procedures specifically relate to the delivery of medical services, the COUNTY and/or DETENTION ADMINISTRATOR's representative and CONTRACTOR shall review the COUNTY and/or DETENTION ADMINISTRATOR's Policies and Procedures and modify or remove those provisions that conflict with CONTRACTOR's Jail Health Care Policies and Procedures.

7.6 DAMAGE TO EQUIPMENT. CONTRACTOR shall not be liable for loss of or damage to equipment and supplies of CONTRACTOR, its agents, employees or subcontractors if such loss or damage was caused by the sole negligence of the COUNTY and/or DETENTION ADMINISTRATOR's employees.

- 7.7 **SECURE TRANSPORTATION.** The DETENTION ADMINISTRATOR shall provide security as necessary and appropriate in connection with the transportation of a member of the JAIL POPULATION to and from off-site services including, but not limited to, SPECIALTY SERVICES, hospitalization, pathology and radiology services as requested by CONTRACTOR. CONTRACTOR shall coordinate with the DETENTION ADMINISTRATOR's office for transportation to and from the off-site services provider or hospital.
- 7.9 **NON-MEDICAL CARE OF JAIL POPULATION.** It is understood that the DETENTION ADMINISTRATOR shall provide for all the non-medical personal needs and services of the JAIL POPULATION as required by law. CONTRACTOR shall not be responsible for providing, or liable for failing to provide, non-medical services to the JAIL POPULATION including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.
- 7.10 **JAIL POPULATION INFORMATION.** In order to assist CONTRACTOR in providing the best possible health care services to COVERED PERSONS, the DETENTION ADMINISTRATOR shall provide, as needed, information pertaining to the COVERED PERSON that CONTRACTOR and the DETENTION ADMINISTRATOR mutually identify as reasonable and necessary for CONTRACTOR to adequately perform its obligations under this AGREEMENT.

ARTICLE VIII
COMPENSATION/ADJUSTMENTS

- 8.0 **ANNUAL AMOUNT/MONTHLY PAYMENTS.** The base annual amount to be paid by the COUNTY to ____ under this AGREEMENT is _____ Dollars and _____ cents (\$_____.__) for a period of twenty-four (24) months. Each monthly payment shall be at _____ Dollars and _____ cents (\$_____.__), pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to CONTRACTOR on the 15th day of _____, 20__ for services administered in the month of _____, 20__. Each monthly payment thereafter is to be paid by the COUNTY to CONTRACTOR before or on the 1st day of the month of the month of service.
- 8.1 **QUARTERLY RECONCILIATION PROCESS.** CONTRACTOR will provide a quarterly reconciliation with the COUNTY for any amounts owed by either party pursuant to the terms of this AGREEMENT, including, but not limited to:
- 8.1.2 **ADJUSTMENT FOR COURT TESTIMONY.** The quarterly reconciliation shall include staffing costs for any court testimony provided by CONTRACTOR's HEALTH CARE STAFF, as stated in Paragraph 1.3, at the current hourly rate paid to the employee providing said court testimony.

ARTICLE IX
TERM AND TERMINATION

9.0 TERM. The term of this AGREEMENT shall be two (2) years from _____, 20__, through _____, 20__. This AGREEMENT shall renew upon mutual consent of both parties for up to six (6) additional year one (1) periods, not to exceed a total of eight (8) years. On _____ of each subsequent year with mutually agreed upon increases, unless this AGREEMENT is terminated or notice of termination is given as set forth in this Article.

9.0.1 RENEWAL. Upon each subsequent renewal of this AGREEMENT pursuant to paragraph 9.0, the parties have agreed to an increase of CPI but not to exceed 5.0% of the annual amount as defined in paragraph 9.0.1.1.

9.0.1.1 CPI INCREASES. A CPI increase shall be calculated by multiplying the annual amount of the previous year by a fraction, the numerator of which is the Price Index (as defined below) for the month which is four months immediately preceding the AGREEMENT renewal date, and the denominator of which is the Price Index for the same month for the year immediately preceding the AGREEMENT renewal date. However, the annual amount due for any year will not be less than the annual amount for the prior year. The "Price Index" is defined as the Consumer Price Index – All Urban Consumers, U.S. City Average, Medical Care Services (1982-84=100), published by the Bureau of Labor Statistics of the U.S. Department of Labor.

9.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this AGREEMENT shall be subject to annual appropriations by the BOARD of the COUNTY.

9.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for CONTRACTOR, the COUNTY and DETENTION ADMINISTRATOR shall act in good faith and make every effort to give CONTRACTOR reasonable advance notice of any potential problem with funding or appropriations.

9.1.2 If future funds are not appropriated for this AGREEMENT, and upon exhaustion of existing funding, the COUNTY and DETENTION ADMINISTRATOR may terminate this AGREEMENT without penalty or liability, by providing a minimum of thirty (30) days advance written notice to CONTRACTOR.

9.2 TERMINATION DUE TO CONTRACTOR'S OPERATIONS. The COUNTY reserves the right to terminate this AGREEMENT immediately upon written notification to CONTRACTOR in the event that CONTRACTOR discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any

required insurance policies. Both parties agree that termination under this provision will be considered without cause.

9.3 TERMINATION FOR CAUSE. The AGREEMENT may be terminated for cause under the following provisions:

9.3.1 TERMINATION BY CONTRACTOR. Failure of the COUNTY and/or DETENTION ADMINISTRATOR to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by CONTRACTOR upon sixty (60) days advance written notice to the COUNTY specifying the termination effective date and identifying the "basis for termination." The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice, the COUNTY shall have ten (10) days to provide a written response to CONTRACTOR. If the COUNTY provides a written response to CONTRACTOR which provides an adequate explanation for the "basis of termination" and the COUNTY cures the "basis for termination" to the satisfaction of the CONTRACTOR, the sixty (60) day notice shall become null and void and this AGREEMENT will remain in full force and effect. Termination under this provision shall be without penalty to CONTRACTOR.

9.3.2 TERMINATION BY COUNTY. Failure of CONTRACTOR to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by the DETENTION ADMINISTRATOR or the COUNTY who shall provide sixty (60) days advanced written notice specifying the termination effective date and identifying the "basis for termination." The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice CONTRACTOR will have ten (10) days to provide a written response to the COUNTY. If CONTRACTOR Provides a written response to the COUNTY which provides an adequate explanation for the "basis of termination," or cures the "basis for termination" to the satisfaction of the DETENTION ADMINISTRATOR, the sixty (60) day notice shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the DETENTION ADMINISTRATOR or the COUNTY.

9.4 TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this AGREEMENT, the DETENTION ADMINISTRATOR, the COUNTY or CONTRACTOR may, without prejudice to any other rights it may have, terminate this AGREEMENT for their convenience and without cause by giving ninety (90) days advance written notice to the other party.

9.5 COMPENSATION UPON TERMINATION. If any of the above termination clauses are exercised by any of the parties to this AGREEMENT, the COUNTY shall pay CONTRACTOR for all services rendered by CONTRACTOR up to the date of termination of the AGREEMENT regardless of the COUNTY'S failure to appropriate funds.

- 9.6 **PROPERTY DISPOSITION UPON TERMINATION.** Upon termination of this AGREEMENT, CONTRACTOR shall be allowed to remove from the JAIL any stock medications or supplies purchased by CONTRACTOR that have not been used at the time of termination. CONTRACTOR shall also be allowed to remove its property from the JAIL including its proprietary Policies and Procedures, Manuals, Training Material, and Forms and COUNTY agrees to maintain as confidential all CONTRACTOR materials, documents or reports marked as confidential or proprietary.

ARTICLE X
LIABILITY AND RISK MANAGEMENT

- 10.0 **INSURANCE COVERAGE.** CONTRACTOR shall at its sole cost and expense, procure and maintain during the term of this AGREEMENT, the following coverage and limits of insurance:
- 10.0.1 **MEDICAL MALPRACTICE/PROFESSIONAL LIABILITY.** Medical Malpractice/Professional Liability insurance is an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- 10.0.2 **COMPREHENSIVE GENERAL LIABILITY.** Comprehensive General Liability insurance in the amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- 10.0.3 **WORKER'S COMPENSATION.** Worker's Compensation coverage as required by applicable state law.
- 10.1 **ENDORSEMENTS.** The Comprehensive General Liability policy shall contain additional endorsements naming the JAIL as an additional insured with respect to liabilities arising out of the performance of services under this AGREEMENT.
- 10.2 **PROOF OF INSURANCE.** CONTRACTOR shall provide the COUNTY proof of professional liability or medical malpractice coverage for CONTRACTOR's HEALTH CARE STAFF, employees, agents and subcontractors, for the term services are provided under this AGREEMENT. CONTRACTOR shall promptly notify the DETENTION ADMINISTRATOR, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If CONTRACTOR fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the COUNTY shall be entitled to terminate this AGREEMENT without penalty to the COUNTY or the DETENTION ADMINISTRATOR pursuant to the terms of Article IX.
- 10.3 **INDEMNIFICATION.** CONTRACTOR agrees to indemnify and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever cause by, based upon or arising out of any act, conduct, misconduct or omission of CONTRACTOR, its agents, employees, or independent contractors in connection with the performance or non-

performance of its duties under this AGREEMENT. The COUNTY agrees to indemnify and hold harmless CONTRACTOR, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of COUNTY, its agents, employees, or independent contractors. The COUNTY and DETENTION ADMINISTRATOR agree to promptly notify CONTRACTOR in writing of any incident, claim or lawsuit of which they become aware and shall fully cooperate in the defense of such claim. The COUNTY and DETENTION ADMINISTRATOR agree that CONTRACTOR's indemnification and defense obligations do not apply for any costs or expenses, including attorney's fees or settlements, incurred or effected prior to written notice to CONTRACTOR as set forth above. Upon written notice of claim, CONTRACTOR shall take all steps necessary to promptly defend and protect the COUNTY and DETENTION ADMINISTRATOR from an indemnified claim, including retention of defense counsel, and CONTRACTOR shall retain sole control of the defense while the action is pending, to the extent allowed by law.

- 10.4 HIPAA. CONTRACTOR, the COUNTY, JAIL, and DETENTION ADMINISTRATOR and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of HIPAA as it applies to the services provided under this AGREEMENT. The COUNTY, JAIL, and DETENTION ADMINISTRATOR and their employees and agents shall indemnify and hold harmless CONTRACTOR from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the COUNTY, the DETENTION ADMINISTRATOR and their employees, agents and subcontractors, unless such claims are proven to be caused by the sole negligence or willful misconduct of CONTRACTOR.

ARTICLE XI **MISCELLANEOUS**

- 11.0 INDEPENDENT CONTRACTOR STATUS. It is mutually understand and agreed, and it is the intent of the parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this AGREEMENT. Nothing in this AGREEMENT shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the COUNTY or DETENTION ADMINISTRATOR to exercise control or direction over the manner or methods by which CONTRACTOR, its employees, agents or subcontractors perform hereunder, or CONTRACTOR to exercise control or direction over the manner or methods by which the COUNTY or the DETENTION ADMINISTRATOR, and their employees, agents or subcontractors perform hereunder, other than as provided in this AGREEMENT.
- 11.1 SUBCONTRACTOR. In performing its obligations under this AGREEMENT, it is understood that CONTRACTOR is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements CONTRACTOR may

engage physicians or other clinicians as independent contractors (“Contract Professionals”), rather than employees, in order to supply the clinical services required under this AGREEMENT. CONTRACTOR shall engage Contract Professionals that meet the applicable professional licensing requirements and CONTRACTOR shall exercise administrative supervision over such Contract Professionals as necessary to insure the fulfillment of the obligations contained in this AGREEMENT. Contract Professionals shall provide clinical services under this AGREEMENT in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that CONTRACTOR may subcontract for specialized services such as pharmacy, medical waste, medical supplies and other services or supplies which it is required to provide under this AGREEMENT.

- 11.2 AGENCY. For purposes of asserting any statutory rights afforded to the COUNTY or the JAIL to pay providers for medical services at certain reduced rates, COUNTY and/or DETENTION ADMINISTRATOR designate CONTRACTOR as their agent to assert such rights and privileges.
- 11.3 EQUAL EMPLOYMENT OPPORTUNITY. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. CONTRACTOR will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.
- 11.4 WAIVER OF BREACH. The waiver of either party of a breach or violation of any provision of this AGREEMENT shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 11.5 OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES. The parties acknowledge that CONTRACTOR is neither bound by or aware of any other existing contracts to which either the DETENTION ADMINISTRATOR or the COUNTY are a party and which relate to the providing of health care to INMATES/DETAINEES at the JAIL. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person or persons, and it is their express intention that this AGREEMENT is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.
- 11.6 FORCE MAJEURE. In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent; the party so

suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

- 11.7 ASSIGNMENT. Except as otherwise provided herein, no party to this AGREEMENT may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties; provided however, that CONTRACTOR may assign its rights or delegate its duties to an affiliate of CONTRACTOR, or in connection with the sale of all or substantially all of the stock, assets or business of CONTRACTOR, without the prior written consent of other parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.
- 11.8 NOTICES. Any notice of termination, requests, demands or other communications under this AGREEMENT shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the party at the address below; or (c) upon confirmation of receipt if sent by facsimile to the fax number of the party listed below:

If for CONTRACTOR:

If for COUNTY:

Roosevelt County Detention Center
County Manager
109 West 1st Street
Portales, NM 88130

If for CONTRACTOR:	If for COUNTY: (575) 356-8307
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Such address or facsimile number may be changed from time to time by either party by providing written notice as provided above.

- 11.9 GOVERNING LAW. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of New Mexico without regard to the conflicts of laws or rules of any jurisdictions.
- 11.10 EXECUTION AUTHORITY. By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable party hereto and have the requisite authority necessary to execute this Agreement on behalf of such party, and each party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.
- 11.11 SURVIVAL. The following provisions will survive any termination or expiration of the AGREEMENT: 1.16, 1.20, Article VIII, Article IX and Article X.
- 11.12 COUNTERPARTS. This AGREEMENT may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

11.13 TITLES OF PARAGRAPHS. Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise effect the provisions to which they relate.

11.14 SEVERABILITY. In the event that any one or more provisions of this AGREEMENT shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this AGREEMENT and this AGREEMENT shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

11.15 ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. This AGREEMENT may be amended at any time, but only with the written consent of all parties.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

CONTRACTOR

COUNTY OF ROOSEVELT

BY: _____

BY: _____

Amber Hamilton, County Manager

BY: _____

Richard "Rick" Leal, Chairman

BY: _____

Randy Knudson, Attorney

APPENDIX D

**COMPREHENSIVE INMATE MEDICAL, MENTAL AND ANCILLARY
HEALTHCARE SERVICES FOR ROOSEVELT COUNTY DETENTION
CENTER PROPOSAL FORM**

APPENDIX D

COMPREHENSIVE INMATE MEDICAL, MENTAL AND ANCILLARY HEALTHCARE SERVICES FOR ROOSEVELT COUNTY DETENTION CENTER PROPOSAL FORM

This form must be completed and included as part of the proposal document.

ALL PRICES AND NOTATIONS MUST BE IN INK OR TYPEWRITTEN. MISTAKES MAY BE
CROSSED AND CORRECTIONS TYPED ADJACENT, BUT MUST BE INITIALED IN INK BY
PERSON SIGNING THE BID.

Total Cost: \$ _____

Additional Alternative Services

The following services are to be proposed as “add-on” services, offered and priced separately, thus not included in the base price proposal. Please include pricing for any of the following additional alternative services your company is willing to perform.

- 1) Pre-employment physicals for potential Roosevelt County Detention employees
- 2) Hepatitis B vaccinations for Roosevelt County safety sensitive employees
- 3) Flu vaccines for Roosevelt County employees
- 4) TB testing for Roosevelt County employees

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E
Letter of Transmittal Form

RFP#: _____

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

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

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

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

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

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

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

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

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

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

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

(Attach extra sheets, as needed)

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

(Attach extra sheets, as needed)

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

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

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

_____, 2015
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX G
RESIDENT VETERANS CERTIFICATION

New Mexico Preference Resident Veterans Certification

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

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

Please check one box only

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

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

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

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

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

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

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

(Signature of Business Representative)* _____
(Date)

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