

REQUEST FOR PROPOSALS (RFP)

SANDOVAL COUNTY

Jail Health Services



RFP# FY22-SCDC-01

Release Date: April 6, 2022

Due Date: May 3, 2022 at 3:00 p.m. MDT

NIGP CODES: 94807, 94848, 95856

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Sandoval County Board of County Commissioners is accepting sealed proposals on behalf of the Sandoval County Detention Center for Jail Health Services (NIGP Commodity Codes #94807, 94848, 95856). Responses will be accepted in the Finance Department, Attn: Leslie Olivas, Sandoval County Administrative Bldg, 1500 Idalia Road, Bldg. D 2nd Floor, P.O. Box 40, Bernalillo, New Mexico up to 3:00 p.m. (Mountain Daylight Time) on May 3, 2022. Late submissions will not be considered. The Sandoval County Board of Commissioners reserves the right to reject any and all responses.

B. SANDOVAL COUNTY BACKGROUND

The Sandoval County Detention Center (SCDC) is located at 1100 Montoya Road, Bernalillo, New Mexico, 87004. SCDC houses adult men and women and has a bed capacity of 511 with an average daily population of 150. The facility books an average of 4400 State and Tribal detainees a year. SCDC houses detainees for the Town of Bernalillo, the City of Rio Rancho, the Village of Cuba, the Village of Jemez Springs, the Town of Cochiti Lake, the Village of San Ysidro, the Village of Corrales, and the Bureau of Indian Affairs (BIA) Tribal areas. There are zero (0) juvenile detainees held at the Sandoval County Detention Center.

The Sandoval County Detention Center is accredited by the New Mexico Adult Detention Standards, and it has been accredited by this accreditation body since May 19, 2021. The Sandoval County Detention Center is not accredited by the National Commission on Correctional Healthcare (NCCHC), nor is SCDC accredited by the American Correctional Association (ACA) at this time, and there are no plans to become ACA accredited in the foreseeable future. In order to maintain accreditation on an annual basis, the Detention Center is responsible for maintaining detention and medical records and it is the Contractor's responsibility to manage and maintain medical, mental and ancillary health records.

The medical unit contains a designated pharmacy, which is located in a separate room from the general medical office, an office space, an exam room and storage areas. The Sandoval County Detention Center will be required to supply all other equipment. WIFI connection is also available.

Current providers:

A. Pharmacy (Diamond Pharmacy)

1. No current programming for Methadone or Suboxone)
2. Prescriptions may be called into any pharmacy of choice with the approval of prescribing provider for up to 14 days until they are able to see primary care provider.
3. The provider will obtain a State board of pharmacy-issued clinic license

- B. Laboratory (Quest Diagnostics)
- C. Mobile X-Ray services (Trident Mobile Care Imaging)
- D. Ambulance services (Sandoval County Fire / Rio Rancho Fire)
- E. Off-site specialty providers and outpatient providers (Sandoval Regional Medical Center and University of NM Hospital)

Currently, Sandoval County contracts with CorrHealth for comprehensive inmate medical, mental and ancillary healthcare programs and services, who transitioned and began delivering services on August 1, 2018. The current contract is valued in excess of \$2,000,000 per year non-inclusive of New Mexico Gross Receipts Taxes (NMGRT). The current contract is set to expire July 22, 2022.

The Sandoval County Detention Center uses XJAIL (Securus) as their Jail Management system. The current contractor uses COR EMR for their electronic medical records.

Mental health services are offered seven (7) days a week by both counselors as well as a psychiatric provider via video services. Approximately thirty-eight (38) percent of detainees in custody have a mental health diagnosis, substance abuse disorder or co-occurring disorder. The Counselors on staff hold group meetings with detainees throughout the week providing MRT (moral reconnection therapy), process groups, substance abuse, parenting and family values etc.

The scope of work consists of providing comprehensive inmate medical, mental and ancillary healthcare programs and services to the inmates held in the Sandoval County Detention Center that meets all federal, state (New Mexico Adult Detention Standards), national/industry (National Commission on Correctional Healthcare (NCCHC) and American Correctional Association (ACA) and local community-based requirements, as well as commonly accepted industry standards and expectations.

C. SCOPE OF PROCUREMENT

The County's intent of this Request for Proposals (RFP) is to obtain proposals from qualified agencies that can-do business in the State of New Mexico to provide comprehensive healthcare services at the SCDC. General Service Categories include Primary Care/Medical Services, Psychiatry Services, Pharmacy Services, Behavioral Health Services, and Dental Services. The County reserves the right to carve out select General Service Categories at the full discretion of the County and as such prospective Offeror(s) reserve the right to submit proposals in one of four ways in accordance to and full compliance with Section 22 A & B of Appendix F:

1. As one vendor for all General Service Categories: Primary Care/Medical Services; Psychiatry Services; Pharmacy Services; Behavioral Health Services; and Dental Services.
2. As a consortium of vendors for all General Service Categories: Primary Care/Medical Services; Psychiatry Services; Pharmacy Services; Behavioral Health Services; and Dental Services.

3. As one vendor for one or several, but not all, General Service Categories according to subject expertise.
4. As a consortium of vendors for one or several, but not all, General Service Categories according to subject expertise.

D. TERM OF CONTRACT

This RFP is to contract for four (4) years upon satisfactory completion of the Scope of Services. The Term of Contract shall commence on the date of the execution of this Agreement.

E. PROCUREMENT MANAGER

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

Name: Leslie Olivas, Senior Procurement Specialist
Address: Sandoval County
1500 Idalia Road Bldg. D 2nd Floor
PO Box 40
Bernalillo, NM 87004

Telephone: (505) 404-5873
Fax: (505) 867-7605
Email: ldolivas@sandovalcountynm.gov

2. All deliveries of responses via express carrier must be addressed as follows. All potential offerors are responsible for ensuring their complete proposal is received on or before the stated deadline, regardless of courier utilized. Late proposals will not be considered for award.

Name: Leslie Olivas, Senior Procurement Specialist
RFP Name: Jail Health Services
RFP# FY22-SCDC-01
Address: Sandoval County
1500 Idalia Road Bldg. D
PO Box 40
Bernalillo, NM 87004

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may **ONLY** contact the Procurement Manager regarding this procurement. Other County employees or Evaluation Committee members do not have the authority to respond on behalf of the County. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** 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.

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

Action		Responsible Party	Due Dates
1.	Issue RFP	Sandoval County	APRIL 6, 2022
2.	Return of Acknowledgement of Receipt Form	Sandoval County	APRIL 12, 2022
3.	Mandatory Pre-Proposal Conference Training Room of Sandoval County Detention Center 1100 Montoya Road Bernalillo, NM	Potential Offerors	APRIL 12, 2022 10:00 A.M. MDT
4.	Deadline to Submit Written Questions	Potential Offerors	APRIL 15, 2022
5.	Response to Written Questions	Procurement Manager	APRIL 22, 2022
6.	<i>Submission of Proposal</i>	<i>Potential Offerors</i>	<i>MAY 3, 2022 3:00 P.M. MDT</i>
7.	Proposal Evaluation	Evaluation Committee	TBD
8.	Best & Final Offer (if requested)	Offeror(s)	TBD
9.	Oral Presentations (if requested)	Offeror(s)	TBD
10.	Selection of Finalists	Evaluation Committee	TBD
11.	Contract Awards	Sandoval County	TBD
12.	Protest Deadline		+15 days from date of award

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 the Sandoval County Detention Center.

2. Acknowledgement of Receipt

Potential Offerors may e-mail, 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 the offeror placed on the procurement distribution list. The form should be signed by an authorized representative of the Offeror, dated and returned to the Procurement Manager by 5:00 PM MST on April 12, 2022.

The procurement distribution list will be used for the distribution of written responses to questions.

3. Mandatory Pre-Proposal Conference

A Mandatory Pre-Proposal Conference and facility tour will be held 10:00 AM MDT April 12, 2022 at the Sandoval County Detention Center (SCDC) Training Room (1100 Montoya Road, Bernalillo, NM). Potential Offerors are encourage to submit written questions in advance of the conference to the Procurement Manager (See section I.E.). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential Offerors that attended the Mandatory Pre-Proposal Conference. A proposal received from an Offeror that did not attend the conference will be considered non-responsive.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph E. 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

Responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose name appears on the procurement distribution list. An e-mail copy will be sent to all Offerors that provide Acknowledgement of Receipt Forms.

6. Submission of Proposals

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN DAYLIGHT TIME (MDT) ON **MAY 3, 2022. 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 Manager at the address listed in Section I, Paragraph E2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to **Jail Health Services** and **RFP# FY22-SCDC-01**. Proposals submitted by facsimile or other electronic means will not be accepted.

A public log will be kept of the names of all Offerors that submitted proposals. 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.

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 Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Best and Final Offers

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date indicated in Section A, Sequence of Events.

9. Oral Presentations

Finalists may be required to attend and participate in an oral presentation on the date(s) indicated in Section A, Sequence of Events.

10. Selection of Finalist

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 Sandoval 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

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to Sandoval 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 Sandoval County Commission 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:

Leslie Olivas, Senior Procurement Specialist
Sandoval County
1500 Idalia Road Bldg. D 2nd Floor
PO Box 40
Bernalillo, NM 87004

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 (Appendix C). Submission of a proposal constitutes acceptance of the Evaluation Factors.

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 which may derive from this RFP.

4. Amended Proposals

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

5. Offeror's Rights to Withdraw Proposal

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

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

6. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

7. 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 Manager 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.

8. No Obligation

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

9. Termination

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

10. Sufficient Appropriation

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

11. Legal Review

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

12. Governing Law

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

13. Basis for Proposal

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

14. 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.

15. 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.

16. Change in Contractor Representatives

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

17. 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.

18. Right to Publish

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

19. Ownership of Proposals

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

20. 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 procuring the County's written permission.

21. 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 County shall govern.

22. New Mexico Employees Health Coverage

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

23. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (Appendix B) as a part of their proposal. Failure to complete and return the signed unaltered form will result in disqualification.

24. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form (Appendix C) which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Sub-contractor will not be authorized for this procurement.
6. Identify the following with a check mark and signature where required:
 - a. indicate acceptance of the Conditions Governing the Procurement, indicate acceptance of this RFP; and

- b. Acknowledge receipt of any and all amendments to this RFP.
7. Be signed by the person identified in #2 above.

25. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
- 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
 - 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or sub-contract.
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property.
 - 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure.
 - 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply:
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

26. Use by Other Government Agencies

By submitting a bid or proposal, the Bidder or offeror indicates that they understand and agree that other local public bodies and state agencies with the State of New Mexico, if allowed by their governing directives, may contact for the goods and services included in this procurement document with the awarded Contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded Contractor and the contracting government entity with no obligation or liability by Sandoval County.

27. 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. **E-mail address will be provided on Appendix A which will be submitted in a timely manner.**

28. 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

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

B. New Mexico Resident Veterans Business Preference

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

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

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

III. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offeror's responses. Failure to conform to these guidelines may result in the disqualification of the proposal.

1. NUMBER OF RESPONSES

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

2. NUMBER OF COPIES

A. Hard Copy Responses

Offeror's proposal must be clearly **labeled and numbered and indexed**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors must deliver:

- **Technical Proposals** – One (1) ORIGINAL and three (3) HARD COPIES (4 TOTAL).
- **Cost Proposals** – One (1) ORIGINAL and three (3) HARD COPIES (4 TOTAL).
- **Please include an electronic copy (flash drive) of the Technical and Cost Proposal.**

The original hard copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the original hard copy shall govern.

Any proposal that does not adhere to these requirements, may be deemed non-responsive and rejected on that basis.

3. PROPOSAL FORMAT

All proposals must be submitted as follows:

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

Organization of folders/envelopes for hard copy proposals:

1. TECHNICAL PROPOSAL – Binder 1 - Proposal Content and Organization

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

- A. Signed Letter of Transmittal (Appendix C)
- B. Table of Contents
- C. Proposal Summary (Optional)
- D. Response to Contract Terms and Conditions
- E. Offeror’s Additional Terms and Conditions
- F. Response to Specifications
 - 1. Organizational Experience
 - 2. Organizational References
 - 3. Mandatory Specification
 - 4. Conflict of Interest Affidavit (Appendix E)
 - 5. Signed Campaign Contribution Form (Appendix B)
 - 6. New Mexico Preferences (if applicable)
 - 7. Financial Stability
 - 8. Proof of Insurance and/or Surety Bonds
 - 9. Other Supporting Material (if applicable)

2. COST PROPOSAL – Binder 2 MUST BE IN A SEPARATE SEALED ENVELOPE

- A. All costs to be incurred and billed to the county shall be described in detail. The Offeror should understand that the costs of insurance maintained by the organization in connection with the general conduct of its operation are allowable provided: that the types and content of coverage is in accordance with sound business practice and the rates and premiums are reasonable under the circumstances. Liability for that item remains with the Offeror. The proposed price quoted must include all applicable costs

and applicable taxes.

- B. Offeror should submit a proposal with a detailed schedule of total costs per task. Offeror should also provide unit cost estimated (hourly, etc.) and time schedule for each task with in each task. The Offeror shall quote hourly rates for additional consulting beyond the scope of the described tasks.

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.

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. SCOPE OF WORK SPECIFICATIONS

There are 15 General Specifications and 4 Technical Specifications. Offerors shall respond in the form of a thorough narrative to each specification preceded by the affirmation "(Name of Offeror) acknowledges understanding of this Specification" unless otherwise instructed. If an Offeror is only responding to one General Service Category and a Specification does not apply, they shall instead state "Not Applicable" next to that particular Specification. All narratives, including required supporting materials, will be evaluated and awarded points accordingly.

A. General Specifications

1. The County of Sandoval, New Mexico is seeking proposals for Jail Health Services to provide high quality, professional, and comprehensive healthcare services to those detained at the SCDC. These services must include but are not limited to the General Service Categories of Primary Care/Medical Services, Psychiatry Services, Pharmacy Services, Behavioral Health Services, and Dental Services. Within these categories includes but is not limited to the recruitment and management of appropriately licensed providers, staff training, policies, procedures, and treatment protocols, laboratory, diagnostic/x-ray, EMS/ambulance, utilization management (UM), and on-site routine medical services.
2. Off-site services may be a component of this RFP by which the successful provider may be responsible for off-site costs. Need for such health care shall be based on standard detainee medical and behavioral health screenings and assessments, pre-existing illness or injury, illness or injury suffered or contracted while in detention, and injuries suffered during the course of arrest by any law enforcement agency for any detainee booked at the SCDC with an associated medical clearance from the local hospital.
3. The successful Offeror(s) will provide for twenty-four (24) hour a day seven (7) days a week, three hundred sixty-five (365) days per year comprehensive detainee emergency or immediate health care services to include emergency and acute hospital services.

4. The successful Offeror shall develop policies and procedures necessary to specify the role of professional medical services in a County Detention center and serve as a liaison between the contracted Jail Health Services staff and the Detention Warden or designee. These policies, procedures and protocols must be based on National Commission on Correctional Health Care (NCCHC), New Mexico Counties Adult Detention's Professional Standards (NMC-ADPS) and the Federal Performance based Detention Standards (FPBDS) for Health Services in Detention facilities as well as industry best practices.
5. The successful Offeror(s) will be expected to provide comprehensive services that are legally defensible and which meet the NCCHC, NMC-ADPS and FPBDS for Health Services in Detention facilities, industry best practices, as well as Federal, State and local laws, statutes and ordinances governing the delivery of quality and professional detainee health care services.
6. If this competitive proposal process reveals a collaborative model to be most advantageous to the County, it is expected that the selected Vendors will work together to coordinate care in an efficient and effective manner.
7. The Primary Care/Medical Provider shall serve as the Medical Director and Health Services Administrator as follows:
 - a) Physician/Mid-Level provider to function as the site's Medical Director, review the level of care and services provided and be responsible for all medical decisions. The Medical Director must reside in the local area, be available (on-call) 24 hours per day, 7 days per week.
 - b) One full-time Registered Nurse (RN) to serve as the Health Service Administrator. The RN/HSA will be on-site a minimum of 40 hours per week, provide on-call time, and will have the ultimate responsibility for managing the day-to-day operations for the on-site health services program and for providing direct patient care, including health assessments and sick call services. The RN/HSA will work closely with the site Medical Director to ensure that services provided are consistent with policies, procedures and protocols. Other RN/HSA responsibilities will include, but not be limited to attending administrative meetings with the Director, other pertinent county personnel, and to ensure close coordination with local providers for the coordination of professional health services. This individual will also oversee scheduling of staff and services, procurement of pharmaceuticals and supplies, and related duties.
8. Records Management:
 - a) Must be electronic, and if the former must be a certified Electronic Medical Record (EMR) system that is ICD-10 compliant and must interface with the current jail management system (Securus Xjail).
 - b) If the County purchases an EMR throughout the term of the Contract, existing Vendor(s) will be required to transition to the County's EMR according to a by-agreement implementation plan.
 - c) Individual health care records will be initiated and maintained for every detainee and not be combined with the custody record.
 - d) Adherence to applicable informed consent regulations and standards of the local jurisdiction must be maintained.

- e) Medical summaries or certifications must be produced to accompany detainees for inter-agency transfers.
 - f) Medical data necessary for the classification, security and control of detainees will be provided to the Warden or designee.
 - g) Information concerning any court or legal documents affecting detainees and Vendor must be provided, in writing, to the Warden or designee prior to the close of service shift.
 - h) If a medical record is lost or misplaced and cannot be located within eight (8) hours of the discovered loss, the HSA and Warden or designee shall be verbally notified and a duplicate record shall be immediately generated. Any clearance information that cannot be determined shall be repeated. Upon location of the missing record and after a duplicate file has been created, the two files shall be joined into one.
 - i) Sandoval County shall be the owner of all SCDC health records.
9. Please provide your proposed staffing pattern, inclusive of role, level of licensure, pay scale model for each individual position and on-site/on-call scheduling. Sample Staffing matrix below:

Position	Scheduled Hours							Total Hours	FTEs
	SUN	MON	TUE	WED	THU	FRI	SAT		
Day Shift									
Registered Nurse Health Services Administrator (RN/HSA)		8.00	8.00	8.00	8.00	8.00		40.00	1.00
Registered Nurse (RN)	12.00	12.00	12.00		12.00	12.00	12.00	72.00	1.80
Licensed Practical Nurse (LPN)		12.00	12.00	12.00	12.00	12.00		60.00	1.50
Licensed Practical Nurse (LPN)				12.00				12.00	0.30
Emergency Medical Technician (EMT) 7a-7p	12.00						12.00	24.00	0.60
Mental Health Provider (MHP)	10.00	10.00	10.00	10.00				40.00	1.00
Mental Health Provider (MHP)				10.00	10.00	10.00	10.00	40.00	1.00
Administrative Assistant		8.00	8.00	8.00	8.00	8.00		40.00	1.00
Discharge Planner		8.00	8.00	8.00	8.00	8.00		40.00	1.00
Evening/Night Shift									
Registered Nurse (RN)	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10
Night Shift									
Emergency Medical Technician (EMT) 7p-7a	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10
Medical and Mental Health Providers									
Psych MD			6.00					6.00	0.15
Medical Provider (NP)			8.00		4.00			12.00	0.30
Total								554.00	13.85

Final staffing for the delivery of comprehensive detainee health care services will be carefully reviewed and mutually agreed upon during contract negotiations and inclusive of the following:

- a) Written job descriptions defining the duties and responsibilities for all assignments;
- b) Staffing schedules encompassing all health care staff and an effective plan to ensure coverage of call-outs;
- c) Below is the current level of provider who conduct the following duties:
 - a. Intake – RN / LPN / EMT
 - b. Sick call – RN / LPN
 - c. 14-day H&Ps – RN
 - d. Med pass – RN / LPN / EMT (with certification)
- d) Vacancies in whole or in part of any shift will result in a credit to the SCDC based on salary plus benefits of the position assigned to that post and for the hours the post is vacant.

Additionally, any unfilled shift staffing position not provided shall be a cost credit to SCDC until filled. See Section 2 D of Appendix F.

- e) Within seven (7) days after award, the successful Offeror shall provide the name, date of birth, local address, previous employment, social security number and copy of driver's license for all SCDC assigned staff for fingerprints and background checks. This will also include a personal integrity questionnaire to be filled out by SCDC assigned staff. Applicable licenses and/or certificates for all professional staff must be on file with the SCDC prior to employment. In addition, malpractice insurance must be on file for all Physicians and Nurse Practitioners, and other professional or paraprofessional employees, if applicable.
 - f) All Health Services Vendors are required to participate in SCDC-sponsored Safety, Security, and Orientation training prior to providing patient care for the Contract.
 - g) All Contractors are required to participate in SCDC-sponsored Prison Rape Elimination Act (PREA) training prior to providing patient care under the Contract, and to fully abide by PREA policies which mandate reporting and treatment for abuse or neglect of all inmates in the secure institutions.
 - h) The Warden or designee may prohibit entry to the facility, or remove them from, a contract employee who does not perform his/her duties in a professional manner. Shift Commander (Captain or higher authority) reserves the right to search any person, property or article entering or leaving its facilities.
10. Please provide your Professional Development and/or Continuing Education and Training program.
11. Please provide your Quality Assurance and Compliance Plan, which should include but is not limited to regularly scheduled audits of detainee health care services with documentation of deficiencies and corrective action planning, in addition to an annual quality assurance audit by an outside, independent, qualified entity.
12. Please describe your process for handling health services grievances. At minimum the Offeror's Grievance Coordinator must meet with detainees requesting to file a grievance report within five (5) days of initial request. The Health Services Grievance Coordinator will attempt to resolve the issue(s) presented and will document what steps to resolution were completed. If the issue(s) cannot be resolved in this manner and the detainee files a health services grievance, the SCDC Administration shall have ten (10) calendar days to respond. Copies of all grievance requests, reports and resolutions shall be provided to the facility-designated officer.
13. Please describe your plan to utilize Telemedicine/Telehealth.
14. Please describe how you will operationalize effective discharge planning to ensure continuity of care. Please include your knowledge of the current system of care in Sandoval County and/or how you will develop or enhance relationships with community-based Providers to strengthen the safety net for high needs residents of Sandoval County exiting from the SCDC.
15. Data Reporting: The successful Offeror(s) will be required to submit data reports as determined by The Director on a regular basis.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience:

- a. Provide a description of all relevant experience as required in the scope of work and according the New Mexico Association of Counties Adult Detentions Professional Standards. The narrative **MUST** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of health services to high risk populations.
- b. Provide a narrative that details the history of the company.
- c. Provide a narrative that describes each individual's staff experience, education and qualifications.
- d. Provide a narrative that details staff size and availability of each experienced professional that shall be dedicated to the Sandoval County Detention Center.

2. Organizational References

Offerors must provide a minimum of three (3) references from similar projects performed for state or local government clients within the last three (3) years.

The Evaluation Committee may contact any or all references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the County reserves the right to consider any and all information available to it.

Offerors shall submit the following business reference information as part of their Offer:

- Client name;
- Project description;
- Project dates;
- Staff assigned to referenced engagement; and
- Client project manager name, telephone number, fax number, and email address.

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

3. Mandatory Specifications

A brief explanation is required for each mandatory specification listed below. Offerors are encouraged to fully address each category, as points are assigned:

- A. Please provide a detailed description specifying how your proposed services will meet the Medical/Medical Health Standards contained within the New Mexico Counties Adult

Detentions Professional Standards (MM-01 through MM-47) as **these serve as the minimum mandatory requirements** that shall be used as guidelines and will be made a part of the contract between Sandoval County and the successful Offeror(s). Successful Offeror(s) shall produce all required Policies, Procedures, and Treatment Protocols prior to Contract Commencement.

- B. If and where applicable, please describe how you will exceed the minimum standards and please be sure to clearly distinguish areas where you exceed versus meet the minimum mandatory requirement standards.
- C. Describe how your firm would be able to fill and maintain minimum staffing levels in order to operate a safe and secure medical department. Describe your recruiting abilities and what you would do to develop healthy staff retention.
- D. Provide a complete list of existing clients as of the date of this RFP.

4. Business Specifications

Financial Stability

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

Insurance

ALL RESPONDENTS MUST submit with their proposal, proof of insurance for Professional Liability in the amount of \$1,050,000. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Sandoval County requires the following provisions awarded by vendor:

- Sandoval County to be named as additional insured or an insured on all required policies.
- Sandoval County shall be provided with an unconditional thirty (30) days advance written notice of cancellation or material change (i.e. no limit on the notice of cancellation) on all policies.
- Prior to the execution of the resulting contract, the Sandoval County Purchasing Office shall be supplied with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

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.

Factors	Points Available
General Specifications	25 points
Technical Specifications	
• Organizational Experience	20 points
• Organizational References	10 points
• Mandatory Specifications	
○ Meets Minimum Standards	20 points
○ Exceeds Minimum Standards	15 points
POSSIBLE TOTAL COST POINTS	10 points
Lowest Responsive offer Cost	
----- X Available Award Points	
This Offeror's Cost	
GRAND TOTAL POSSIBLE POINTS	100 POINTS
Letter of Transmittal	Pass/Fail
Signed Campaign Contribution Disclosure Form	Pass/Fail
Conflict of Interest Affidavit	Pass/Fail
Financial Stability	Pass/Fail
Proof of Insurance	Pass/Fail
New Mexico Preference - Resident Vendor Points	
New Mexico Preference - Resident Veterans Points	

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

a. Organizational Experience

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and

well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

b. Organizational References

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

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it.

c. Mandatory Specifications

Points will be awarded based on the thoroughness and clarity of Offeror’s response in this section.

d. Cost

Lowest Responsive Offeror’s Cost

----- **X Available Points**
Each Offeror’s Cost

e. Pass/Fail Section: A “fail” for any item(s) below will result in a non-responsive proposal and the proposal will *not* be evaluated.

- **Letter of Transmittal**
- **Signed Campaign Contribution Disclosure Form**
- **Conflict of Interest Affidavit Form**
- **Proof of Financial Stability**
- **Proof of Insurance**

1. New Mexico Preferences

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

A. New Mexico Business Preference

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

B. New Mexico Resident Veterans Business Preference

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

2. Interview

If an interview is held, the Purchasing Manager will distribute questions and instructions to the finalists prior to the scheduled interview. A maximum of 100 points are possible in scoring each interview for this RFP. The Evaluation Committee may, at their discretion, request additional clarification as to the contents of the RFP submittal from any of the Offeror's.

EVALUATION PROCESS

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

- **APPENDICES-A through E must be completed and submitted**

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

Jail Health Services
RFP# FY22-SCDC-01

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 F.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **April 12, 2022** by 5:00 pm (Mountain Daylight Time). 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.

Leslie Olivas, Senior Procurement Specialist
Sandoval County
1500 Idalia Road Bldg. D, PO Box 40
Bernalillo, NM 87004
Fax: 505-404-5873
E-mail: Idolivas@sandovalcountynm.gov

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 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 one hundred dollars (\$100) over the two 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 ONE HUNDRED DOLLARS (\$100) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

SANDOVAL COUNTY'S CURRENT ELECTED OFFICIALS

Katherine A. Bruch, Commission District 1

Jay C. Block, Commission District 2

Michael Meek, Commission District 3

David J. Heil, Commission District 4

G. Kenneth Eichenwald, Commission District 5

Linda P. Gallegos, Assessor

Anne Brady-Romero, Clerk

Charles J. Aguilar, Probate Judge

Jesse James Casaus, Sheriff

Jennifer Taylor, Treasurer

APPENDIX C

LETTER OF TRANSMITTAL FORM

APPENDIX C
Letter of Transmittal Form

RFP#: _____
Offeror Name: _____ **FED ID#** _____
Items #1 to #7 EACH MUST BE COMPLETED IN FULL

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
___ 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.

_____, 2021
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX D
ORGANIZATIONAL REFERENCE QUESTIONNAIRE

**ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:**

(Name of the company you're submitting reference for)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned for **RFP# FY22-SCDC-01 Jail Health Services** via **facsimile** or **e-mail** at:

Name: Leslie Olivas, Senior Procurement Specialist
Sandoval County Finance Department
Address: 1500 Idalia Road, Building D
Bernalillo, NM 87004

Telephone: 505-404-5873
Fax: 505-867-7605
Email: ldolivas@sandovalcountynm.gov

Please return no later than **May 3, 2022 @ 3:00 p.m. Mountain Daylight Time** and **must not** be returned to the individual/company requesting the reference. Late submissions will not be considered.

Please enter **detailed** answers in the “comments” section of each question.

For questions or concerns regarding this form, please contact the Sandoval County Procurement Officer listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

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

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

7. How satisfied are you with the products developed by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

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

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

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

APPENDIX E
CONFLICT OF INTEREST AFFIDAVIT FORM

APPENDIX E

CONFLICT OF INTEREST AFFIDAVIT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANDOVAL)

I, _____ (name), being first duly sworn upon my oath, depose and state the following:

I am a former employee of _____ (name of Department/Agency), having separated/retired from state employment as of _____ (date).

I am a current employee of _____ (name of Department/Agency), or a legislator with the state, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, I hereby certify that I obtained this Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Agreement has NOT been awarded via the sole source or small purchase procurement methods.

The Department/Agency and I have entered into an agreement in the amount of \$ _____.

Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Agreement because I neither sought a contract with the Department/Agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.

To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

NAME

Subscribed and sworn to before me by _____ (name of former employee) this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires:

Terms of the Conflict of Interest Affidavit are inapplicable.

APPENDIX F
SAMPLE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the County of Sandoval, New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "County"), and _____, (hereinafter referred to as the "Contractor").

RECITALS

WITNESSED:

WHEREAS, the County is the owner and operator of the Sandoval County Detention Center (SCDC),

WHEREAS, the County issued a Request for Proposals for Jail Health Services RFP#FY22-SCDC-01, attached hereto as EXHIBIT A; and

WHEREAS, the Contractor submitted its Proposal, dated _____ 2022, in response to RFP #FY22-SCDC-01, attached hereto as EXHIBIT B; and

WHEREAS, the County desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Services

The Contractor shall provide Jail Health Services in accordance with EXHIBIT A which is incorporated herein by reference and made a part of this Agreement.

2. Compensation and Method of Payment

A. Total Compensation and Method of Payment. For performing the Services specified in Section 1 hereof, the County agrees to pay the Contractor in accordance with the Budget agreed to by the parties for the applicable fiscal year. Payments in accordance with this Agreement shall constitute full and complete compensation for the Contractors Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services.

For the period of _____ 2022 to _____, 2026, the County will pay the Contractor as follows:

An annual base compensation of _____ (\$_____), which amount includes any applicable gross receipts taxes, for a base population of 400 inmates. One-twelfth of the base compensation (\$_____) shall be paid to the Contractor monthly for all Services provided upon receipt by the County of a properly documented and sufficiently detailed invoices for payment as determined by the budgetary and fiscal guidelines of the County and on the condition that the Contractor has accomplished the Services to the satisfaction of the County. In the event, the Agreement is terminated on a date other than the end of month, the monthly base Services Invoice will be prorated based upon the actual days of Services provided by the Contractor.

B. Population Increase. If the inmate population exceeds the base population specified in the current Budget, the County agrees to pay the Contractor an additional (\$_____) per inmate per day for each inmate in excess of said base

population. The inmate population as calculated daily by SCDC at 20:00 hours shall be the determining count.

- C. Staffing Personal Increase/Decrease. The County retains the option of increasing and decreasing the by-agreement staffing minimum requirements. Adjustments to the annual base compensation shall be in accordance with the Hourly Rate Schedule negotiated by the parties for Years 1-4.
- D. Adjustment of Understaffing. In the event that the Contractor has a position, which is vacant for 15 days or more, the Contractor agrees to reimburse to the County the actual compensation cost of the vacant position. Compensation for purposes of the adjustment for understaffing will be calculated using the hourly rate of the position (including benefits) multiplied by the number of hours in excess of the 15 days the position is vacant. If a position continues to be continuously vacant beyond the initial 30-day period and from one month to then next, the compensation to be reimbursed by the Contractor for the subsequent months, will be the total number of hours the position was vacant during those months. The Contractor will provide a separate credit invoice for understaffing hours to SCDC by the 25th of each month for the previous month.
- E. Payments. Payments shall be made to the Contractor monthly upon receipt by the County of properly documented requests for payment as determined by the budgetary and fiscal guidelines of the County and on the conditions that the Contractor has accomplished the Services to the satisfaction of the County.
- F. Payment Certification. Certification of payments shall be made following the review and signoff of the SCDC Director or designee of each invoice. Any discrepancies discovered by the County in the audit of invoices received by the Contractor shall be resolved immediately. The Contractor shall provide a separate credit invoice referencing the invoice number where the discrepancy occurred and reason for the correction for all credits due to the County within 45 calendar days from notice of error.
- G. Erroneous Payment. In the event of an error that causes one of more payments to be issued in error, the Contractor shall reimburse the County within 45 days of written notice of such error for the full amount of the erroneous payment.
- H. Inmates. The Contractor agrees that in no event, including, but not limited to nonpayment by Contractor, insolvency of Contractor or breach of this Agreement, shall Contractor, or its subcontractors bill, collect a deposit from, seek compensation, remuneration, or reimbursement from or have any recourse against an inmate, or persons acting on the behalf of an inmate, for Services provided pursuant to this Agreement. In no case will the County and/or inmates be liable for any debts of the Contractor.

3. Term

This Agreement shall become effective upon the date of final execution and shall continue for a four (4) year period unless terminated by either party pursuant to the termination provisions contained herein.

4. Use of Agreement

With the consent of the Contractor, other Central Purchasing Departments (NMSA 1978, §13-1-37) may purchase under this Agreement, provided that the services are under the same terms

and conditions as stated herein, unless a lower price is agreed to between the Central Purchasing Department and the Contractor.

5. Termination for Cause

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the County shall have the right to terminate the Agreement. The County reserves the right to recover any excess costs incurred by deduction from an unpaid balance due to the Contractor, or any other legal method. Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

The official address of the County is:

The official address of the Contractor is:

6. Termination for Lack of Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Sandoval County Commission for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Sandoval County Commission, this Agreement may be terminated at the end of the County's then current fiscal year upon written notice given by the County to the Contractor. Such event shall not constitute an event of default. All payment obligations of the County and all of its interest in this Agreement will cease upon the date of termination. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

7. Termination for Breach.

- A. In addition to any remedies afforded the County that are enumerated in the RFP, if, through any cause, the Contractor breaches the Contractor's obligations under this Agreement, the County shall have the right to terminate the Agreement, subject to the Contractor's right to cure the default as set forth herein. The County reserves the right to recover any excess cost incurred by the violation or breach of the Agreement by deduction from an unpaid balance due to the Contractor, a combination of these remedies, or any other legal method.
- B. In the event, the Contractor fails to fulfill the Contractor's obligations under this Agreement, the following steps will be followed, prior to termination:
 - 1. The County shall notify Contractor in writing of the nature of such default. Within ten (10) working days following such notice, the Contractor shall correct the default, or;
 - 2. In the event of a default not capable of being corrected within said ten (10) day period, Contractor may request an extension of time from the County explaining why the default cannot be corrected within said period, shall continue correcting the default at the earliest practical date if the extension is approved at the sole discretion of the County, and utilize all due diligence to correct the default with the extended time period.

3. If the Contractor fails to correct the default with the time periods provided above or does not use due diligence to correct the default, the County without further notice shall have the rights and remedies provided by the law to declare this Agreement terminated effective upon such date as the County shall designate.
- D. Prior Obligations. By termination pursuant to this Section, neither party may nullify obligations already incurred for performance of Services or payment for Services prior to the date of notice or, unless specifically state in the notice, required to be performed through the effective date of termination. Any agreement or notice of termination shall incorporate necessary transition arrangements.
- E. Rights Upon Termination of Expiration.
1. Upon termination or expiration of this Agreement, the Contractor shall, upon request of the County, make available to the County, or to a person authorized by the County, all records and equipment that are the property of the County.
 2. Upon termination or expiration of this Agreement, the County shall pay the Contractor all amounts due for Services through the effective date of such termination. The County shall not pay any costs of the Contractor arising out of termination or expiration. The County may deduct from amounts otherwise payable to the Contractor monies determined to be due the County from the Contractor.
 3. In the event that the County terminates the Agreement in full or in part because of breach by Contractor, the County may procure Services similar to those terminated and the Contractor shall be liable to the County for any excess costs for such similar Services. In addition, the Contractor shall be liable to the County for administrative costs incurred by the County in procuring such similar Services, The Contractor shall not be liable for any excess costs or administrative costs if the failure to perform the Agreement arise out of causes beyond the control and without error or negligence of the Contractor or any of its subcontractors. The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
 4. The Contractor shall be responsible for payment of any claims from subcontractors or other providers, including emergency services providers, for goods and services ordered by the Contractor for its operation at SCDC and delivered prior to the termination date. The Contractor shall promptly notify the County of any anticipated claims, which are known to the Contractor at the time of notice of termination or incurred prior to termination.
 5. The Contractor shall provide the orderly and reasonable transfer of inmate care in progress, even for those inmates who are hospitalized or in long-term treatment.
 6. Should the Contractor terminate the Agreement, it shall reimburse the County for all costs arising from delays caused by the Contractor incurred in hiring a new Contractor/subcontractors.
8. Termination for Convenience of County

The County may terminate this Agreement at any time by giving at least one-hundred twenty (120) calendar days' notice in writing to the Contractor. If the Agreement is terminated by the County as provided herein, the Contractor will be paid in the amount which bears the same

ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments previously made.

9. Termination by Contractor

The Contractor may terminate this Agreement on an annual basis at the expiration of each year of the term of this Agreement by giving written notice to the County at the address listed herein at least one-hundred twenty (120) calendar days prior to the expiration of each year of the term of this Agreement. The expiration of each year for termination purposes shall be defined as 365 days from the date of execution of this Agreement and every 365 days thereafter for the term of this Agreement.

10. Independent Contractor

Neither the Contractor nor its employees are considered to be employees of the County for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Worker's Compensation Act of the state of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County, as a result of this Agreement. The County shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are reportable for income tax purposes as applicable for self-employment or business income, and New Mexico Gross Receipts Tax.

11. Personnel

- A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.
- B. The services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in performing the services shall be fully qualified and shall be authorized or permitted under federal, state and local laws to perform such services.
- C. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any portion of the services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.

12. Indemnification

- A. Indemnity: Contractor shall defend, indemnify and forever hold and save the County, its elected officials and employees harmless against any and all suits, causes of action, claims, liabilities, damages, losses and reasonable attorneys' fees and all other expenses of any kind from any source which may arise out of this Agreement or any amendment hereto, if caused by the negligent act, error, or omission, or intentional act, error, or omission of the Contractor, its officers, employees, servants or agents.
- B. Exclusions: The Contractor shall not in any event to be required to indemnify, defend, or hold harmless, the County with respect to any act, conduct, misconduct or omission of the County, its agents, employees or officers.

C. Survival: The Contractor agrees that the above indemnification provision shall survive the termination of this Agreement, regardless of the cause, giving rise to termination.

13. Discrimination Prohibited

In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national original or ancestry, age, spousal affiliation, physical handicap, or mental handicap as defined in the Americans With Disabilities Act of 1990, as currently enacted or hereafter amended.

14. ADA Compliance

In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990 (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the County as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the County, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

15. Reports and Information

At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data and information, as the County may request pertaining to matters covered by this Agreement. Unless authorized by the County, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the County.

16. Audits and Inspections

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

17. Insurance

A. General

The Contractor shall procure and maintain during the life of this Agreement insurance coverage of the kinds and in the amounts listed herein. The Certificates of Insurance must be issued by insurance companies authorized to do business in the State of New Mexico and shall cover all performance under this Agreement whether completed by the Contractor, the Contractor's employees, or by subcontractors. The policies shall include a provision for thirty (30) calendar days written notification to the ATTN: Joyce Sandoval County Purchasing Department, PO BOX 40 BERNALILLO NM 87004 in the event a policy has been materially changed or canceled. For procurements that exceed \$20,000, an Additional Insured Endorsement Form is required.

1 Workers Compensation

Part I. Workers Compensation – Statutory

Part II. Employers' Liability - \$1,000,000

The Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the Contracting Agency (Sandoval County) and comply with the Act should it employ three or more persons during the term in providing services to the County. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, the services provided by the Contractor may be terminated effective immediately.

2. Commercial General Liability on ISO form CG 0001 0798 or equivalent.

Bodily Injury/Property Damage: \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate

Products/Completed Operations: \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate

3 Business Automobile Liability

Combined Single Limit - \$1,000,000 Each Occurrence on ISO CA0001 1001 or equivalent.

Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

a. Independent Contractors: Included

b. Contractual Liability: Included in Commercial General Liability

4 Professional Liability: (if applicable) \$1,000,000 Each Occurrence
\$3,000,000 General Aggregate

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the County, such limits shall be certified and shall apply to the coverage afforded the County under the terms and conditions of the Agreement as though required and set forth in the Agreement. The Contractor shall furnish to the County copies of any endorsements that are subsequently issued amending coverage or limits.

B. Approval of Insurance

The Contractor or subcontractor(s) shall not begin work under the Agreement until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with the County, adding the County as an additional insured as applicable. Neither approval nor failure to approve certificates, policies or insurance by the County shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

C. Increased Limits

If, during the life of this the Agreement, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, the County may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Agreement amount will be made.

18. Record Ownership

It shall be clearly understood and agreed between the parties that the County is and shall be the owner of all documents and records pertaining to any matter undertaken by the Contractor pursuant to this Agreement.

19. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its elected officials and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

20. Confidentiality

A. General

1. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
2. Any confidential information, as defined in state law, code, rules, or regulations or by an otherwise applicable code of ethics, regarding County detainees provided to or developed by the Contractor and its subcontractors shall not be made available to any individual or organization by the Contractor and its subcontractors without the prior written approval from the County.
3. The Contractor and its subcontractors warrant that they shall retain all information belonging to the County, and shall neither use or disclose it to anyone without the explicit written permission of the County, and that each and every employee of the Contractor and its on-site subcontractors has received training on respecting patient confidentiality. The Contractor recognizes that irreparable harm can be occasioned to the County and inmates by disclosure of information relating to its operations and, accordingly, the County may refuse or enjoin such disclosure, and the Contractor and its subcontractors shall be solely responsible for any violations. This provision shall not relate to medical record information, which will be disclosed according to applicable law.

- B. Notice. The Contractor shall (1) notify the County promptly of any unauthorized possession, use, knowledge, or attempt thereof, of the County's data files or other confidential information; and (2) promptly furnish the County full details of the unauthorized possession, use, knowledge or attempt thereof, and assist investigating or preventing the recurrence thereof.

C. Procedures.

1. The Contractor shall adopt and implement written confidentiality policies and procedures, which conform to federal and state laws and regulations.
2. The Contractor's contracts with practitioners and other providers shall explicitly state expectations about the confidentiality of inmate information and records.
3. The Contractor shall afford inmates and/or legal guardians the opportunity to approve or deny the release of identifiable personal information by the Contractor to a person or agency outside of the Contractor, except when such release is required by law, State regulation, or quality standards.
4. When release of information is made in response to a court order, the Contractor shall notify where practical the inmate and/or legal guardian of such action in a timely manner.
5. The Contractor shall have specific policies and procedures that direct how confidential information gathered or learned during the investigation or resolution of a complaint is maintained, including the confidentiality of the inmate's status as a complainant.

21. Intellectual Property.

The Contractor warrants that all material produced hereunder shall be of original development by Contractor, and shall be specifically developed for the fulfillment of this Agreement and shall not infringe upon or violate any patent, copyright, trade secret or other property right of any third party, and the Contractor shall indemnify and hold the County harmless from and against any loss, cost, liability, or expense arising out of breach or claimed breach of this warranty.

22. Subcontracts

A. General

1. The Contractor is solely responsible for fulfillment of this Agreement. The County shall make payments under this Agreement only to the Contractor.
2. The Contractor shall remain solely responsible for performance by any subcontractor providing Services in connection with this Agreement.

B. Subcontractors.

1. The Contractor may subcontract to a qualified individual or organization for the provision of any Service defined in the Scope of Work only with the consent of the County, which shall not be unreasonably withheld. The Contractor remains legally responsible to the County for all work performed by any subcontractor.
2. The County reserves the right to review all subcontracts and/or any significant modifications to previously approved subcontracts to ensure compliance with law, policy, and requirements. The Contractor is required to give the County prior notice with regard to its intent to subcontract certain significant contract requirements including, but not limited to credentialing, utilization review, and claims processing.
3. The Contractor must maintain policies and procedures for verifying that the credentials of all providers and subcontractors meet applicable standards.

4. The Contractor must maintain fully executed originals of all subcontracts, which shall be accessible to the County upon request.
5. The Contractor shall notify the County of any proposed material amendments to any subcontract with fifteen (15) business days prior to any such amendment. The County may disapprove or require modification or deletion of the amendment.
6. The Contractor shall not contract with an individual, or with an entity owned by an individual, or with an entity owned by an individual (or in which an individual has a controlling interest), or with an entity which has an officer, director, agent, or manager, who has been convicted of any felony offense.
7. Subcontractors must meet the following minimum requirements:
 - a. Subcontracts must be executed in accordance with all applicable federal, state and local laws, regulations, policies and rules.
 - b. Subcontracts must identify the parties of the subcontract and their legal basis of operation in the State of New Mexico.
 - c. Subcontracts must include the procedures and specific criteria for terminating the subcontract.
 - d. Subcontracts must identify the services to be performed by the Subcontractor and those services performed under any other subcontract(s). Subcontracts must include provision(s) describing how Services provided under the terms of the subcontract are accessed by inmates.
 - e. Subcontracts must include the reimbursement rates and risk assumption, if applicable.
 - f. Subcontracts must contain a provision requiring that the Subcontractor maintain all records relating to service provided to inmates for a six (6) year period and shall make all inmate's medical records available for the purpose of quality review conducted by the County or its designated agents.
 - g. Subcontracts must require that inmate information be kept confidential, as defined by state law.
 - h. Subcontracts must contain a provision requiring the Subcontractor to comply with all applicable federal, state and local laws, regulations, policies, and rules.
 - j. Subcontracts must include a provision requiring the Subcontractor to release any information necessary for the Contractor to perform any of its obligations.
 - k. Subcontracts must include a provision for termination for any violation of applicable County, state, or federal requirements.
 - i. Subcontracts must contain a hold harmless provision wherein the Subcontractor agrees to hold harmless the County in the event that the Contractor cannot or will not pay for Services performed by the subcontractors pursuant to the subcontract.

23. Conflict of Interest

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

24. Scope of Agreement

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

25. Notice

Any notices required to be given hereunder shall be sent to the principals at the addresses specified in Section 4 herein. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified in Section 4 herein.

28. Compliance with Applicable Law

Contractor shall comply with all applicable state, federal, municipal and county laws, rules and ordinances.

29. Waiver

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

30. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

31. Applicable Law

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

32. Changes

The County may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement. This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

33. Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County thereto.

34. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

35. Enforcement

The Contractor agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

36. Penalties

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

37. Entire Agreement

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. EXHIBITS A and B and _____ attached hereto are by this reference incorporated herein.

38. Approval Required

This Agreement shall not become effective or binding until approved by the Sandoval County Commission.

SIGNATURE PAGE

Motion to approve _____, this _____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS

Michael Meek, Chair

David J. Heil, Vice Chair

F. Kenneth Eichwald, Member

Jay C. Block, Member

Katherine A Bruch, Member

APPROVED AS TO FORM:

County Attorney

Date: _____

ATTEST:

Anne Brady-Romero, County Clerk

Date: _____

CONTRACTOR:

By: _____

Date: _____

New Mexico Gross Receipts Tax No.

Federal Tax Identification Number